1573/1571

BOOK 9287 PAGE 546

FILED

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[illegible] REGISTER, DAVIDSON CO. TN.

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Av D.C.

SYLVIA J. FULKS)
)
)
vs.) NO. 83D-3121
)
)
KENNETH A. FULKS)

ORDER

This cause, came on to be heard on this the 21st day of February, 1984, before the Honorable Hamilton Gayden, Jr., Judge of the First Circuit Court for Davidson County, Tennessee, upon plaintiff's complaint, testimony of the plaintiff, defendant's failure to answer the complaint and not appearing to contest plaintiff's complaint, statement of counsel, and the entire record in said cause, from all of which it appears to the Court, and the Court finds, that the allegations of the complaint as to irreconciable differences between the plaintiff and defendant are sustained by the proof, that there are irreconcilable differences between plaintiff and defendant, and that the plaintiff should be granted an absolute divorce from the defendant;

It is accordingly, ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Sylvia J. Fulks, be and hereby is granted an absolute divorce from the defendant, Kenneth A. Fulks, and the plaintiff is hereby restored to all rights and privileges of an unmarried person.

And it appearing to the Court that the parties hereto have reached a property settlement agreement between themselves, which Property Settlement Agreement is in words and figures as follows:

30864
IDENTIF. ↑ REFERENCE

94 MAR 23 PM 1:05
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

[illegible] 03/23 0101 01CASH 20.00

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named SYLVIA J. FULKS, who mae oath that she executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 21st day of ~~December~~ Feb, 1984.

Thomas P. Bubblemeyer
NOTARY PUBLIC

My Commission Expires:
10/20/1985

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named KENNETH A. FULKS, who made oath that he executed the foregoing Agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee, this 2 day of ~~December~~ February, 1984.

Susan E. Westmoreland
NOTARY PUBLIC

My Commission Expires:
4-19-87

2. Wife shall receive all of the furnishings in the home at Fortland Drive.

3. It is agreed by the parties that the 1975 Corvette automobile in the basement of the parties' home shall be the property of Mark Fulks.

3. The Husband shall pay the costs of this cause.

4. Husband will pay an attorney's fee of $350.00 to Thomas C. Binkley, attorney for Wife.

It is further, jointly and individually, agreed by the parties to do and perform any and all acts necessary and sign any documents necessary to carry out the provisions of this agreement.

The parties upon the signing of this agreement acknowledge that they have read same and understand the provisions of this agreement fully and are agreeable to all the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date hereinabove set forth.

Sylvia J. Fulks
SYLVIA J. FULKS

Kenneth A. Fulks
KENNETH A. FULKS

And it further appearing to the Court that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties, it is so accordingly ORDERED, ADJUDGED and DECREED by the Court.

It is further ORDERED, ADJUDGED and DECREED by the Court that the real property held by the parties as tenants by the entirety and being described as follows:

> Land in Davidson County, Tennessee, being Lot No. 270 on the Plan of Fortland Park, Section III, of record in Book 2900, page 61, Register's Office for said County.
>
> Said Lot No. 270 fronts 80 feet on the northeasterly side of Fortland Drive and runs back between lines 140.1 feet on the southeasterly side and 178.5 feet on the northwesterly side to a dead line in the rear on which is measures 73.7 feet.
>
> Being the same property conveyed to Kenneth A. Fulks and wife, Sylvia J. Fulks, by deed from Village Builders, Inc., of record in Book 3901, page 722, said Register's Office.

is hereby divested out of Kenneth A. Fulks and vested in Sylvia J. Fulks in fee simple.

It is further ORDERED, ADJUDGED and DECREED by the Court that the defendant, Kenneth A. Fulks, shall pay the costs of this cause, to enforce the collection of all of which execution may issue if necessary

ENTERED this 21st day of February, 1984.

JUDGE

APPROVED FOR ENTRY:

Lionel R. Barrett, Jr.
Attorney for Defendant

Thomas C. Binkley
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Order has been mailed to Lionel R. Barrett, Jr., 207 Third Avenue North Building, Fifth Floor, Nashville, TN 37201, on this the 21st day of February, 1984.

Thomas C. Binkley

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct* True Copy *transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Sylvia J. Fulks *Plaintiff, and* Kenneth A. Fulks *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 24th *day of* May *in the year one thousand nine hundred and* Eighty-Four *and in the* 208th. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D Duker, *D. C.*

Form #GR-117