

CLERK OF COURT
LAFAYETTE, LA.
FILED THIS DATE

MC 18267-P
FILE NO. 14294
87-025483

77927

DAVID R. FULLERTON

VERSUS

JUDITH FAYE FULLERTON

* * * * *

FILE NO.

VOL.

15TH JUDICIAL DISTRICT COURT

DOCKET NUMBER: 875012

LAFAYETTE PARISH, LOUISIANA

* * * * *

JUDGMENT OF DIVORCE

This matter having come on for hearing as scheduled and the Court having considered the pleadings filed and all evidence presented and the law applicable thereto, and for the reasons orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of petitioner, and against defendant, decreeing a divorce a vinculo matrimonii between them, and dissolving forever the bonds of matrimony heretofore existing between them, costs to be paid by petitioner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the issue of fault in causing this divorce be relegated to future proceedings.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court has examined the partition agreement attached hereto and made part hereof and identified as "Exhibit A", and finds said agreement to be an equitable distribution of the property and rights between the parties, and accordingly, homologates and approves the partition agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that petitioner pay all court costs incurred herein.

JUDGMENT READ, RENDERED AND SIGNED this 29 day of July, 1987, at Lafayette, Louisiana. 10:23 AM

JUDGE

APPROVED AS TO FORM:

DAVIDSON, MEAUX, SONNIER
& McELLIGOTT

BY:

JAMES J. DAVIDSON, III
Attorney for David R. Fullerton

SIMON & WOODRUFF

BY:

DIANA P. SIMON
Attorney for Judith Faye Fullerton

FILED THIS 29

DAY OF July

Ruthie Perrey

BY CLERK OF COURT

ATTEST

Lafayette, La. 70501

BY CLERK OF COURT

7 AUG 10 PM 1 23

PARTITION OF COMMUNITY OF ACQUETS AND GAINS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 29th day of July, 1987, before us, the undersigned authorities, Notaries Public, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared JUDITH FAYE FULLERTON and DAVID R. FULLERTON, both residents of the aforesaid parish and state, each of whom declared:

That they were married on the 19th day of June, 1965, in Portland, Oregon, and that during their marriage they have resided in Lafayette, Louisiana, where they established the legal matrimonial regime of the community of acquets and gains.

That the said parties were divorced on the 29th day of July, 1987, in the proceedings entitled "David R. Fullerton vs. Judith Faye Fullerton", bearing docket No. 875012 of the Fifteenth Judicial District Court in and for the Parish of Lafayette, Louisiana, thereby terminating such community property regime.

GENERAL PROVISIONS

(GP-1) The parties hereto now desire to settle and divide the community of acquets and gains which has existed between them, and which is made up of those assets described in Schedule A and Schedule A-1, which schedules are attached hereto and made a part hereof. The parties have agreed to accomplish the division of the assets described in Schedule A, by allowing Judith Faye Fullerton to retain ownership of those community assets listed in Schedule B, which schedule is attached hereto and made a part hereof, subject to the terms and conditions hereinafter set forth, and by allowing David R. Fullerton to retain ownership of those community assets listed in Schedule C,

which schedule is attached hereto and made a part hereof, subject to the terms and conditions hereafter set forth. The parties hereto further declare that the assets listed in Schedule A-1 have already been divided and/or sold, and they specifically agree that said division has been equitable, and the parties thus have no further claims for those said items in Schedule A-1 which they no longer have in their individual physical possession.

(GP-2) In addition, the parties hereto have agreed to divide those debts currently due and owing out of the community of acquets and gains that formerly existed between them, which debts are listed on Schedule D, which schedule is attached hereto and made a part hereof. Accordingly, Judith Faye Fullerton hereby agrees to and does hereby assume the full balance currently outstanding on each of the accounts listed in Schedule E, which schedule is attached hereto and made a part hereof, and David R. Fullerton hereby agrees to and does hereby assume the full balance currently outstanding on each of the accounts listed in Schedule F, which schedule is attached hereto and made a part hereof.

(GP-3) In assuming the debts listed in Schedule E, Judith Faye Fullerton does hereby release David R. Fullerton from said debts and agrees to hold him harmless and to indemnify him for his loss in the event that a claim is brought by the creditors delineated under Schedule E against David R. Fullerton.

(GP-4) In assuming the debts listed in Schedule F, David R. Fullerton does hereby release Judith Faye Fullerton from said debts and agrees to hold her harmless and to indemnify her for her loss in the event that a claim is brought by the creditors delineated under Schedule F against Judith Faye Fullerton.

(GP-5) The parties further agree that they have hereby accomplished a complete liquidation of the community of acquets

and gains formerly existing between them, and they do, accordingly, hereby mutually release, and forever discharge each other from any and all further claims and demands and any and all further accountings made between them. However, each party has a vested interest in Southern Pacific Transportation Company Officer's Retirement Plan in accordance with Schedules B and C hereof.

(GP-6) It is the intention of the parties that henceforth there shall be as between them only such rights and obligations as are specifically provided for in this agreement..

(GP-7) The parties acknowledge that they are entering into this agreement freely and voluntarily; that they have ascertained and weighed all of the facts and circumstances likely to influence their judgment herein; that they have been duly apprised of their respective legal rights; that all of the provisions of this agreement, as well as all questions pertinent thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions and that they understand clearly and assent to all of the provisions of this agreement.

(GP-8) There is no vendor's lien created in favor of either of the said parties hereto, and, if for any reason, any vendor's lien would have been created by this agreement, each of the parties hereto formally waives any such vendor's lien. The parties further hereby waive any right either may have to rescind this agreement due to resolatory conditions.

(GP-9) Each party shall, at the other party's request and expense, and at any time and from time to time hereafter, take any and all steps and execute any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

(GP-10) The parties hereto confirm that this agreement is entirely dependent upon mutual covenants, undertakings and acknowledgments contained herein. That if either party shall refuse or neglect to carry out any of the duties imposed upon him or her by this agreement, the other party shall, without the necessity of putting in default, have the option of bringing suit for a specific performance and/or damages or to declare this agreement null and void in all respects.

(GP-11) The parties hereto discharge each other from any further accounting to the other or to the community which formerly existed between them.

SPECIAL PROVISIONS

(SP-1) If at any time Judith Faye Fullerton sells the residence located at 207 Bellemont Drive, she shall pay to David R. Fullerton the sum of \$3,000.00.

(SP-2) The parties hereto also agree that each of the parties is solely responsible for any and all debts incurred by that party subsequent to July 15, 1985, each holding the other harmless and agreeing to indemnify the other for his or her loss in the event that a claim is brought by a creditor for debt incurred after that date.

(SP-3) As additional consideration for this agreement, and in consideration of David R. Fullerton waiving and relinquishing his claim against Judith Faye Fullerton for \$19,427.47 which she would otherwise owe him in an equal split of the community property and/or assets, the said Judith Faye Fullerton does hereby specifically waive any rights she may have now or have in the future for alimony or support from David R. Fullerton.

NOW, THEREFORE, for and in consideration of the transfer made by David R. Fullerton in this agreement and other good and valuable consideration, the receipt of which is hereby

acknowledged, Judith Faye Fullerton does, by these presents, hereby convey, set over, assign and deliver unto David R. Fullerton, present and accepting the same for himself, his heirs and assigns, the assets listed and described in Schedule C to be retained by David R. Fullerton, the same being distributed as per and in accordance with the division set forth in this agreement and subject to the terms hereof.

TO HAVE AND TO HOLD unto the said David R. Fullerton, his heirs, successors and assigns forever.

NOW, THEREFORE, for and in consideration of the transfer made by Judith Faye Fullerton in this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, David R. Fullerton, does, by these presents, hereby convey, set over, assign and deliver unto Judith Faye Fullerton, present and accepting the same for herself, her heirs and assigns, the assets listed and described in Schedule B to be retained by Judith Faye Fullerton, the same being distributed as per and in accordance with the division set forth in this agreement and subject to the terms hereof.

TO HAVE AND TO HOLD unto the said Judith Faye Fullerton, her heirs, successors and assigns forever.

The parties hereto waive the production of any and all certificates required by law. No title opinions have been requested or received and the parties hereto hereby release and discharge the Notaries Public from any liability in the premises.

THUS DONE AND SIGNED in multiple originals on this 30th day of July, 1987, in the Parish of Lafayette, Louisiana, in the presence of the undersigned competent witnesses

and me, Notary, after due and complete reading of the whole, at
11:07 (A.M.) (P.M.)
WITNESSES:

Cheryl Blaise

Judith Faye Fullerton
JUDITH FAYE FULLERTON

Loy Rousson

David P. Simon
NOTARY PUBLIC

THUS DONE AND SIGNED in multiple originals on this 29th
day of July, 1987, in the Parish of Lafayette,
Louisiana, in the presence of the undersigned competent witnesses
and me, Notary, after due and complete reading of the whole, at
10545 A.M.
WITNESSES:

Ann Newport

David R. Fullerton
DAVID R. FULLERTON

DEBRA J. ST

[Signature]
NOTARY PUBLIC

Page 6 of 14 Pages
A TRUE COPY ATTEST
Lafayette, La. 8-5-87
[Signature]
BY CLERK OF COURT

FILED THIS 5
DAY OF Aug. 19 87
[Signature]
BY CLERK OF COURT

SCHEDULE A

143C1

ASSETS

Item No. 1:

That certain property at municipal address known as 207 Bellemont Drive, Bellemont Estates, Lafayette, Louisiana, more fully described as follows, to-wit:

Those two (2) certain parcels of ground, with improvements, being known and designated as THE SOUTHERN 81.74 FEET OF LOT 27 and THE NORTHERN 18.26 FEET OF LOT 28, BELLEMONT ESTATES, a subdivision situated in the Parish of Lafayette, Louisiana. Said parcel having a total frontage of 100 feet on Bellemont Drive by a depth between parallel lines of 150 feet and together are bounded easterly by the said Bellemont Drive, southerly by the remaining southern portion of Lot 28 of said subdivision, westerly by Lots 33 and 34 of said subdivision, and northerly by the remaining northern portion of Lot 27 of said subdivision. Said parcel having the further dimensions and boundaries as shown on the plat of survey of said subdivision by Gerald G. Reaux dated November 22, 1972, revised February 13, 1973, a copy of which is attached to Act No. 604972 of the records of the Clerk of Court's Office for the Parish of Lafayette, Louisiana, and made a part hereof by reference thereto.

Being the same property acquired by David R. Fullerton by act of cash sale from W. W. Company, Inc. by Act No. 663498 of the records of the Clerk of Court in and for the Parish of Lafayette, Louisiana.

Item No. 2:

Agreed Value-----\$80,000.00

That certain property situated in Klamath County, Oregon, more fully described as follows:

BEGINNING at the Northeast corner of LOT 4, BLOCK 3 OF CRESDEL ACRES, FIRST ADDITION, situated in the Northwest Quarter of Section 7, Township 24 South, Range 7 East of the Willamette Meridian in Klamath County, Oregon; running thence South 69° 20' 30" West 187.28 feet to the Northwest corner of said Lot 4; thence South 66° 54' 20" East 40.00 feet; thence South 9° 36' 20" East 60.47 feet; thence North 69° 20' 30" East 173.44 feet to the East line of said Lot 4; thence North 22° 13' 50" West 90.00 feet to the point of beginning.

Subject to restrictions set forth in deed recorded September 10, 1968, at Instrument No. 25943, Volume M68, Page 8174, Klamath County Oregon Records.

Being the same property acquired by David Robert Fullerton and Judith Faye Fullerton by deed recorded in Volume M68, Page 10707, Klamath County Oregon Records.

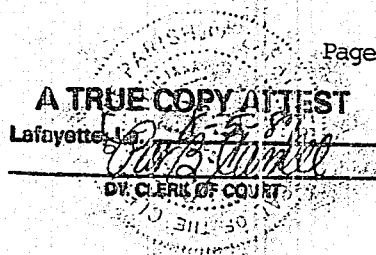
Item No. 3:

Agreed Value-----\$ 7,500.00

Vested interest in Southern Pacific Transportation Company Stock Purchase-Savings Plan.

Agreed Value-----\$11,186.00

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FILED THIS 5

DAY OF Aug 19 87

[Signature]

CLERK OF COURT

14302

Item No. 4:

Interest in Southern Pacific Transportation
Company Officer's Retirement Plan.

Item No. 5:

One 1979 Yamaha motorcycle bearing VIN 341-013714.

Item No. 6:

Agreed Value-----\$ 200.00

One 1967 Beech airplane bearing identification No.
N-4730J.

Agreed Value-----\$ 1,000.00

Item No. 7:

One 1984 Buick LeSabre Limited automobile bearing
VIN 1G4AP37YXE879816.

Agreed Value-----\$ 9,000.00

Item No. 8:

One 1973 GMC P/U truck bearing VIN TCD149S520325.

Agreed Value-----\$ 1,000.00

Item No. 9:

Basin Bullet Products, Inc.

Agreed Value-----\$ 100.00

SCHEDULE A-1ASSETSItem No. 1:

Household furniture, fixtures and appliances and personal effects of Judith Fullerton and David R. Fullerton.

Item No. 2:

Silverware, china, and crystal.

Item No. 3:

One Critchfield boat, motor and trailer and a 15hp outboard motor.

Item No. 4:

Assorted guns and sporting goods.

Item No. 5:

Assorted hand and power tools.

Item No. 6:

One 351 cu. in. Ford Industrial Marine Engine.

14304

SCHEDULE B

JUDITH FULLERTON

Item No. 1:

The full ownership interest in and to that certain property at municipal address known as 207 Bellemont Drive, Bellemont Estates, Lafayette, Louisiana, more fully described in Schedule A, Item No. 1 attached hereto.

Item No. 2:

Judith Fullerton shall be considered a co-owner of David R. Fullerton's interest in Southern Pacific Transportation Company Officer's Retirement Plan only up to the date of the divorce herein granted. The interests of Judith Fullerton and David R. Fullerton in the aforesaid plan as of the date of divorce shall be divided pursuant to a qualified domestic relations order rendered in connection herewith. No payment of any amounts due pursuant to the aforesaid order shall be made except pursuant to said order and the provisions of said retirement plan.

Item No. 3:

One 1984 Buick LeSabre Limited automobile bearing VIN 1G4AP37YXE879816. (Schedule A, Item No. 6)

SCHEDULE CDAVID R. FULLERTONItem No. 1:

That certain property situated in Cres-Del Acres, Klamath County, Oregon, more fully described in Schedule A, Item No. 2.

Item No. 2:

Stock owned by D. R. Fullerton in Southern Pacific Transportation Company Stock Purchase-Savings Plan and vested interest therein. (Schedule A, Item No. 3)

Item No. 3:

David R. Fullerton shall be considered a co-owner of David R. Fullerton's interest in Southern Pacific Transportation Company Officer's Retirement Plan up to the date of the divorce herein granted and thereafter he shall be the full owner thereof. After said divorce is granted David R. Fullerton shall own all interest in and to the said retirement plan except for that portion given to Judith Fullerton in the qualified domestic relations order rendered herein which shall only designate her interest therein as of the date of this divorce.

Item No. 4:

1979 Yamaha motorcycle bearing VIN 341-013714.
(Schedule A, Item No. 4)

Item No. 5:

1967 Beech airplane bearing identification No. N-4730J.
(Schedule A, Item No. 5)

Item No. 6:

One 1973 GMC P/U truck bearing VIN TCD149S520325. (Schedule A, Item No. 7)

Item No. 7:

Basin Bullet Products, Inc. (Schedule A, Item No. 8)

SCHEDULE DDEBTSItem No. 1:

Mortgage indebtedness owed on residence at 207 Bellemont Drive, Lafayette, Louisiana, which property is more fully described in Schedule A, Item No. 1.

Agreed Debt-----\$38,400.00

Item No. 2:

Acadiana Federal Credit Union.

Agreed Debt-----\$ 8,740.97

Item No. 3:

I.R.S.

Agreed Debt-----\$ 400.00

Item No. 4:

1987 taxes due to the State of Louisiana and/or the Internal Revenue Service.

SCHEDULE E

JUDITH FULLERTON

14307

Item No. 1:

The entire mortgage indebtedness owed on residence at 207 Pellemont Drive, Lafayette, Louisiana, which property is more fully described in Schedule A, Item No. 1.

Agreed Debt-----\$38,400.00

Item No. 2:

Judith Fullerton agrees to pay all 1987 taxes due the State of Louisiana and/or the Internal Revenue Service pursuant to her personal (individual) income and/or as shown on her W-2. David R. Fullerton is, however, given the right to deduct in full for the year 1987 all interest paid in 1987 on the house note and other notes as of the date of divorce and thereafter for those notes which he has assumed the payment thereof.

SCHEDULE F

DAVID R. FULLERTON

14308

Item No. 1:

Acadiana Federal Credit Union.

Item No. 2:

I.R.S.

Agreed Debt _____ \$ 8,740.95

Item No. 3:

Agreed Debt _____ \$ 400.00

David R. Fullerton agrees to pay all 1987 taxes due the State of Louisiana and/or the Internal Revenue Service due pursuant to his personal (individual) income and/or as shown on his W-2.

Return:
Mountain Title
407 Main
City 97601

Attn: Pam Spencer

A TRUE COPY ATTEST

Lafayette, La.

BY CLERK OF COURT

FILED THIS

DAY OF

19 87

BY CLERK OF COURT

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Company
of August A.D. 19 87 at 1:23 o'clock P.M., and duly recorded in Vol. M87
of Deeds on Page 14294

FEE \$61.00

Evelyn Biehn,
By _____

County Clerk