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GEORGE L. ROOKER, CLERK
D.C. Spurlock D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BOOK 7552 PAGE 699

ANGELA R. FERNANDEZ,
Plaintiff

VS.

NO. 86D-3870

LEO ANTHONY FERNANDEZ,
Defendant

FINAL DECREE OF DIVORCE

This cause came on to be heard on February 22, 1988, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Amended Complaint for Absolute Divorce filed by the Plaintiff, default judgment being entered against the Defendant for his failure to answer within the time prescribed by law, testimony of the Plaintiff and her corroborating witnesses, and the entire record in this cause. From all of which, it is the opinion of the Court that the Plaintiff should be and she hereby is awarded an absolute divorce from the Defendant on the grounds of living separate and apart for over three years with no minor children, and further that the Plaintiff should receive all right, title and interest in and to the parties' jointly owned condominium located at 2601 Hillsboro Road, C-13, Nashville, Tennessee 37212, with the Defendant being divested of any interest therein and the Plaintiff being responsible for the assumption of the mortgage still owed on said home and her holding the Defendant harmless from repayment thereof. The legal description of said residence is as follows:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. C-13, Parcel No. 44, of the Villager Condominiums, as of record in Book 5200, Page 154, said Register's Office, to which reference is hereby made for a more complete and accurate description of said unit.
>
> Being the same property conveyed to Angela R. Fernandez and Husband, Leo Anthony Fernandez, by deed from Andrews Properties, Inc. and Cherokee Properties, Inc., of Book 5498, Page 179, Register's Office of Davidson County, Tennessee.

It further appears to the Court that the Defendant is a co-owner of real property located in New Mexico, which property he owns with his two brothers, and that upon the sale of said property, the Defendant should be required to pay to the Plaintiff one-half of the proceeds which he realizes from the sale of said property, said amount being awarded as a lien against the property to the Plaintiff. It is further the opinion of the Court that the Defendant should provide to the Plaintiff a copy of the Deed to said property and to notify the Plaintiff immediately when a contract for sale is obtained on said property.

It further appears to the Court that the Defendant should maintain the Plaintiff as the beneficiary on the life insurance policy which he currently has in effect with the Citizens Security Life Insurance Company in the amount of $56,000.00, and further that, for any reason, should this policy no longer being in existence, he should continue to maintain a minimum of $56,000.00 of life insurance with the Plaintiff designated as the sole and irrevocable beneficiary thereon until her death.

It further appears to the Court that the Defendant has certain IRA accounts in his name and that the Defendant should designate the Plaintiff as the beneficiary until her death of all IRA accounts which currently exist in his name as of February 22, 1988.

It further appears to the Court that the Defendant is entitled to a retirement fund with his employer, Western Kentucky University, located in Bowling Green, Kentucky, and that the Defendant should be ordered to elect Option 3A of his retirement plan and designate the Plaintiff as the sole and irrevocable survivor beneficiary on said plan until her death. Said Option 3A of Defendant's retirement plan was in effect as of September, 1984 of the Kentucky Teacher's Retirement System.

It further appears to the Court that the Plaintiff should be awarded all right, title and interest in and to all items of personal property which are currently in her possession or which are located in the condominium located at 2601 Hillsboro Road, C-13, Nashville, Tennessee, as well as the automobile which she now drives, and further that the Defendant should

receive all right, title and interest in and to all items of personal property which are currently in his possession as well as the automobile which he drives.

It further appears to the Court that the Defendant should pay to the Plaintiff's attorneys, Cheatham & Palermo, a fee in the amount of $750.00 for Plaintiff's attorney's fees in this action, for the payment of which execution should issue if necessary.

It further appears to the Court that the costs of this cause should be taxed to the Defendant, Leo Anthony Fernandez.

ACCORDINGLY, IT IS SO ORDERED, ADJUDGED AND DECREED.

Entered this 7th day of March, 1988.

Muriel Robinson

Muriel Robinson, JUDGE

APPROVED FOR ENTRY:

Rose Palermo

Rose Palermo
Attorney for Plaintiff
43 Music Square West
Nashville, TN 37203

mail

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Leo Anthony Fernandez, 1662 Normal Drive, Bowling Green, Kentucky 42101, on this 29 day of February, 1988.

Rose Palermo

Rose Palermo

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IDENTIFICATION REFERENCE

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FELIX Z. WILKINS REGISTER
DAVIDSON COUNTY, TN

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STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 7th *day of* March, *19* 88, *in Case Number* 86D-3870 *between* Angela P. Fernandez *Plaintiff, and* Leo Anthony Fernandez *Defendant, as same remains of record in Book* 168A, *Page* 391 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 20th *day of* May *in the year one thousand nine hundred and* Eighty-eight *and in the* 212th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Cat Lacey *D.C.*

Form #GR-117