51B/1468

IN THE PROBATE COURT FOR DAVIDSON COUNTY, TENNESSEE

MAP-108-4
PAR - 20

ANTHONY LEE PENA)
Complainant,)
vs.) Docket No. 89D-3191
REBECCA SUE MONTGOMERY PENA)
Defendant.)

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FINAL DIVORCE DECREE

This cause for a divorce on the grounds of irreconcilable differences came to be heard on the 17th day of November, 1989, upon the complaint of the husband and complainant, Anthony Lee Pena. Upon testimony of the complainant and the filing of a written, notarized Marital Dissolution Agreement, more than sixty (60) days having elapsed since the filing of the bill for divorce, the Court finds that the divorce should be granted.

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED that the complainant, Anthony Lee Pena, is awarded an Absolute Divorce from the defendant, Rebecca Sue Montgomery Pena, based on the grounds of irreconcilable differences, and that the bonds of matrimony heretofore existing between the parties are forever and perpetually dissolved and the complainant and defendant are restored to all the rights and privileges of unmarried persons.

FURTHER THE COURT AFFIRMATIVELY FINDS that the Marital Dissolution Agreement filed with the Court is sufficient and equitable. The Marital Dissolution Agreement filed with the Court is incorporated into this Decree and the Court orders the division of property in accordance with the same. Such Agreement follows:

89D-3191

FILED
1989 OCT -5 PM 2:00

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MARITAL DISSOLUTION AGREEMENT

This Agreement, made this 31st day of August, 1989, by and between Anthony L. Pena, hereinafter referred to as "husband", and Rebecca Sue Montgomery Pena, hereinafter referred to as "wife".

W I T N E S S E T H :

WHEREAS, The parties hereto are husband and wife and contemplate an absolute divorce due to irreconcilable differences on _____, 1989, same being Number _____, in the _____ Court of Tennessee at Nashville; and

WHEREAS, it is the desire of the parties hereto to make a complete and final settlement of all their property, now owned by the parties hereto, and property which hereafter may be acquired by either of them.

NOW, THEREFORE, as consideration of the premises and mutual covenants and agreements hereafter contained, the parties do mutually agree as follows:

1. That each of the said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this Agreement, and all of the obligations contained herein, and that each of said parties understands that the agreements and obligations assumed by the other, are assumed with the express understanding and agreement that they are in full satisfaction of all obligations, which each of said parties now has or might hereafter or otherwise have toward the other.

2. Each party shall retain sole and separate ownership of all other tangible property, all bank accounts of whatever form, all stocks, bonds, and other financial instruments which they brought into their marriage of which, acquired after the marriage, are solely titled in the exclusive name of each. The other party surrenders and abandons any claim to dowery or other rights to the tangible and financial property of the other. As regards all other property, what is in the possession of each party at the time of this Agreement will be retained by that party.

3. The residence located at 852 Norwalk Drive, Nashville, Tennessee 37214, owned by the parties as tenants by the entirety, shall be divested from the husband and shall be vested in the wife in fee simple absolute. The wife shall then be responsible for mortgage payments on such property and the husband will be held harmless thereon.

4. All home furnishings and household furniture shall be the sole and exclusive property of the wife with the exception of the following which shall be the sole and exclusive property of the husband: Microwave Oven, Set of Stoneware Dishes, and Blender.

5. The $5,000.00 line of credit loan with First Signature Bank and Trust which has been used for debt consolidation shall be the sole and exclusive responsibility of the wife and the husband shall be held harmless thereon.

6. The wife shall be responsible for the husband's law school tuition for up to eight (8) credit hours at the Nashville

School of Law during the 1989-1990 academic year. Any tuition payments for over eight (8) credit hours shall be the sole responsibility of the husband as will any other fees or charges involved with said tuition. If at any time during the academic year, the husband withdraws from school or is administratively dismissed, the wife shall no longer be obligated for tuition payment. Any tuition payments required beyond the 1989-1990 academic year shall be the sole responsibility of the husband. Tuition payments shall be paid by the wife directly to Nashville School of Law on behalf of husband.

7. The wife shall be responsible for the monthly payments to Ford Motor Credit Corporation on the husband's 1986 Toyota Truck from this point forward, through the September 1990 payment, and the husband will be held harmless thereon. The husband shall be responsible for such payments from October 1990 until the loan is paid in full and the lien is extinguished, and the wife shall be held harmless thereon.

8. The debt owed to Marjorie Pena of Clovis, New Mexico, in the amount of $10,000.00, shall be the sole and exclusive responsibility of the husband, and the wife shall be held harmless thereon.

9. Both parties pledge and promise to protect the good name of the other with all relatives, friends, and acquaintances known to both.

10. It is further agreed that either party will execute promptly any and all documents of any and every kind or character for the other which may be necessary or proper to carry out the terms of this Agreement.

11. It is further agreed that the terms and provisions of this Marital Dissolution Agreement may be incorporated into any Decree of Divorce which may hereafter be obtained by either party and enforceable by contempt proceedings, if necessary.

12. IN WITNESS WHEREOF, we have hereunto set our hands the day and date first above written.

Anthony Lee Pena
ANTHONY LEE PENA

Rebecca Sue Montgomery Pena
REBECCA SUE MONTGOMERY PENA

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public, in and for said County and State, the within named Anthony L. Pena, with whom I am personally acquainted and who acknowledged that he executed the within and foregoing (Marital Dissolution Agreement) instrument for the purpose therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 31st day of August, 1989.

Notary Public

My Commission Expires: My Commission Expires MAR. 1, 1993

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Rebecca Sue Montgomery Pena, with whom I am personally acquainted and who acknowledged that he executed the within and foregoing (Marital Dissolution Agreement) for the purpose therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 1st day of September, 1989.

Notary Public

My Commission Expires: June 10, 1990

IT IS FURTHER ORDERED that the Defendant's maiden name is restored to "Rebecca Sue Montgomery".

IT IS FURTHER ORDERED that the Complainant shall be responsible for any attorney fees in this matter.

IT IS FURTHER ORDERED that the costs of this cause shall be divided between the parties equally, for which execution may issue if necessary.

IT IS SO ADJUDGED, ORDERED AND DECREED.

ENTERED this 17 day of November, 1989.

Judge

APPROVED FOR ENTRY:

R. GARRY CHAFFIN
Attorney for Complainant,

1719 West End Avenue
Suite 817
Nashville, Tennessee 37203
(615) 320-7373
Supreme Court No. 6618

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Final Divorce Decree has been furnished to the Defendant, Rebecca Sue Montgomery Pena, at her last known address of 852 Norwalk Drive, Nashville, Tennessee 37214.

R. Garry Chaffin, Attorney

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IDENTIF. REFERENCE

RUSH

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* Probate *Circuit Court for Davidson County, Tennessee, on the* Seventeenth *day of* November, *19* 89, *in Case Number* 89D-3191 *between* Anthony Lee Pena *Plaintiff, and* Rebecca Sue Pena *Defendant, as same remains of record in Book* 51B, *Page* 1468 *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* 21 *day of* November *in the year one thousand nine hundred and* Eighty-Nine *and in the* 214 *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Rubina Eskenazi *D.C.*

Form #GR-117