BOOK 10133 PG 261

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DIXIE CARTER PINEDA,
Wife

VS.

MARIO FEDERICO PINEDA,
Husband.

96 JUL -2 PM 4:05

RICHARD R. D... CLERK

NO. 96D-907

D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on July 2, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Wife; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; testimony of the Wife; and the entire record in this cause. From all of which, it appears to the Court that the Wife should be awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Wife be and hereby is awarded an absolute divorce from the Husband upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

BOOK 10183 PG 262

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

96 JUL -2 PM 4:05

RICHARD R. ... CLERK

DIXIE CARTER PINEDA, Wife	)	
VS.	)	NO. 96D-907
MARIO FEDERICO PINEDA, Husband.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between DIXIE CARTER PINEDA (hereinafter referred to as "Wife") and MARIO FEDERICO PINEDA (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

W I T N E S S E T H:

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted divorce proceedings against the Husband, same being Civil Action Number 96D-907 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to obtain a divorce on the grounds of irreconcilable differences, and each shall be restored to all the rights and privileges of an unmarried person.

2. The parties are the joint owners of the marital residence located at 120 Hampton Place, Nashville, Tennessee 37215. The parties agree that the Wife shall receive all right, title and interest in and to said marital residence, with the Husband being

divested of any interest he may have therein and the same being reinvested in the Wife. The Husband shall execute and deliver to the Wife a Quitclaim Deed conveying his interest in and to said marital residence to the Wife. The Wife shall assume the outstanding indebtedness owed in connection with said property, and she shall indemnify and hold the Husband harmless from repayment thereof.

3. The Wife is the owner of a sole proprietorship known as Dixie Pineda d/b/a Trifecta Entertainment. The parties agree that the Wife shall receive all right, title and interest in and to said business, free of any claims from the Husband, and she shall assume any outstanding indebtedness owed in connection with said business and indemnify and hold the Husband harmless from repayment thereof.

4. The household items of furniture and furnishings have already been divided between the parties, and the parties agree that each party shall receive all right, title and interest in and to those items now in his or her possession or titled in his or her respective name, free and clear of any claims from the other party.

5. The Husband shall receive all right, title and interest in and to the Golf Club of Tennessee membership, free and clear of any claims from the Wife.

6. The parties acknowledge that they lease a 1995 Mercedes Benz automobile. The parties agree that the Husband shall assume the lease payments on said Mercedes automobile effective June 1, 1996, and he shall have the exclusive use of said automobile. The Husband shall indemnify and hold the Wife harmless from any and all liabilities in connection with the lease of said 1995 Mercedes automobile. The parties also lease a 1994 XJ6 Jaguar automobile which the Wife drives. The Husband agrees that the Wife shall receive sole possession of said Jaguar automobile, and she shall be solely and separately responsible for any lease payments owed in connection with said Jaguar automobile and indemnify and hold the Husband harmless from repayment thereof.

7. The parties acknowledge that they are the owners of a 1988 Mercedes Benz 500SL convertible automobile, and the parties agree

that said vehicle shall be sold, with the Husband being awarded all right, title and interest in and to the proceeds derived therefrom. Pending the sale of said automobile, each party shall be responsible for the payment of one-half of the note payments owed on said vehicle for the months of June and July 1996. Thereafter, if said vehicle still has not sold, the Husband shall be solely responsible for said note payments owed thereon, commencing with the August 1996 note, until the car is sold, and he shall indemnify and hold the Wife harmless from repayment thereof. The parties acknowledge that said automobile is currently in the hands of an agent who is attempting to sell said vehicle, and it shall remain there until it is sold.

8. The parties acknowledge that they previously owned unimproved real property located on Peytonsville Road in Williamson County, Tennessee, totalling approximately 11.4 acres. The parties agree that as a further division of property in this cause, the Husband shall receive all right, title and interest in and to all of the proceeds derived from the sale of said property, after the payment of the mortgage indebtedness and the costs of the sale. The amount that the Husband is expected to receive is approximately $38,684.00. The Husband shall be responsible for the capital gains taxes that may accrue as a result of said sale, if any, and he shall indemnify and hold the Wife harmless from repayment thereof.

9. As a further division of property in this cause and to balance the equities of the parties for the property they are receiving hereunder, the Wife shall pay to the Husband a cash judgment in the amount of $54,372.00, which judgment bears no interest, and which amount shall be payable to the Husband as follows:

a) $4,500.00 in June of 1996;

b) $4,500.00 in July of 1996; and

c) $3,241.50 per month for a period of fourteen consecutive months following July of 1996.

The parties acknowledge that this non-interest bearing judgment is a division of property, rather than alimony payments,

and the same shall not be deductible to the Wife nor taxable to the Husband. To secure the payment of said judgment, the Wife does hereby grant to the Husband a lien on her real property located at 120 Hampton Place, Nashville, Tennessee 37215; and immediately upon payment in full of all amounts owed under the terms of this paragraph, the Husband shall execute and deliver to the Wife a Full Release of said lien.

10. The parties further agree that for any years for which they filed a joint federal income tax return, each party shall be responsible for one-half of any liabilities which may currently be owed or which may be assessed against them by any taxing authorities in the future for any years for which they filed jointly, and each shall indemnify and hold the other party harmless from repayment thereof. The Husband further agrees that he shall file a joint federal income tax return for the tax year 1995 with the Wife, if one has not already been filed by the parties' accountant. The Husband further agrees that any estimated tax payments for the first quarter of 1996, which have been estimated at $10,000.00, is being retained by the Wife for the purposes of paying first quarter taxes, and the Husband relinquishes any claims he has to this tax payment and acknowledges that said payment will be applied to the Wife's 1996 federal income taxes.

11. Each party shall receive all right, title and interest in and to those bank and other accounts titled in his or her respective name, free and clear of any claims from the other party.

12. Each party shall pay any and all outstanding indebtedness owed on those credit cards in his or her respective name, and each shall indemnify and hold the other party harmless from repayment thereof. The parties acknowledge that they no longer have any joint credit card debts.

13. Each party shall pay his or her own attorney's fees.

14. The Wife shall pay the Court costs in this cause.

15. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts, or judgment payments such as those owed to the Husband in paragraph

nine hereinabove, and/or indemnify and hold the other party harmless from any liability therefor, such obligation is intended to be a support obligation under 11 U.S.C. 523(a)(5) which is not dischargeable in bankruptcy as to the other party. The parties intend to create a support debt that will be nondischargeable in the event of the bankruptcy of the obligor spouse pursuant to 11 U.S.C. 523(a)(5). This support is necessary to meet the daily living expenses of the nonobligor spouse, and the amount of support is reasonable.

16. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

17. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

18. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee, and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

19. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of

any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

21. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

22. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

23. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

24. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

25. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

26. The Husband and Wife acknowledge that to the best of their knowledge, they have no outstanding indebtedness other than that

specifically set out herein. However, in the event that any other indebtedness exists, whoever incurred such indebtedness shall be responsible for its repayment. Each party covenants with the other that, from the date of the divorce, neither will contract any indebtedness upon the credit of the other and that, if either shall be compelled to pay any future debts of the other, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal expenses.

Dixie Carter Pineda
DIXIE CARTER PINEDA

MARIO FEDERICO PINEDA

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Pamela G Rice, a Notary Public in and for the aforesaid County and State, DIXIE CARTER PINEDA, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 14 day of June, 1996.

Pamela G Rice
NOTARY PUBLIC

My Comm. Expires: 11-22-97

STATE OF ~~TENNESSEE~~ FLORIDA)
COUNTY OF ~~DAVIDSON~~ ORANGE)

Personally appeared before me, John A Murphy Jr, a Notary Public in and for the aforesaid County and State, MARIO FEDERICO PINEDA, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Maitland, FLORIDA Tennessee this 13 day of June, 1996.

OFFICIAL SEAL
JOHN A. MURPHY, JR.
My Commission Expires
Sept. 28, 1996
Comm. No. CC 231993

John A Murphy Jr
NOTARY PUBLIC

My Comm. Expires: _____

It further appears to the Court that the current address of the Wife is 120 Hampton Place, Nashville, Tennessee 37215; and the current address of the Husband is 267 West Lake Faith Drive, Maitland, Florida 32751.

IT IS FURTHER ORDERED that the costs of this cause shall be taxed to the Wife.

Entered this 2nd day of July, 1996.

JUDGE

APPROVED FOR ENTRY:

Rose Palermo (#3330)
Attorney for Wife
Post Office Box 121857
Nashville, TN 37212

mail

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to Mario Federico Pineda, 267 West Lake Faith Drive, Maitland, Florida 32751, on this 1 day of July, 1996.

Rose Palermo

7352 09/11 0101 03CHECK 40.00

BOOK 10188 PG 270

STATE OF TENNESSEE

I, **RICHARD R. 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 _02 day of _JULY , 19 _96 , in the Case Number _96D907 between _PINEDA, DIXIE CARTER Plaintiff, and _PINEDA, MARIO FEDERICO Defendant, as same remains of record in Book 258C , Page _1717 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 _05 day of _SEPTEMBER in the year one thousand nine hundred and _ninety-six and in the _221st_ year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk

0224194
IDENTIF. ↑ REFERENCE

96 SEP 11 PM 3:46
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.