FILED

IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

2007 APR -2 AM 10: 36

RICHARD R. ROOKER, CLERK

D.C.

MARIA D. FLORES

Plaintiff,

VS.

MAGDALENO FLORES,

Defendant.

No. 07D130

FINAL DECREE

This cause came on to be heard on the 2nd day of April, 2007, before the Honorable Carol Soloman, Judge of the Eighth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Plaintiff Maria D. Flores, who until their separation in May 10, 2003, resided with the Defendant; and with the cause proceeding to trial as an uncontested matter in view of a written, executed Marital Dissolution Agreement reached by and between the parties and exhibited to the Court; testimony of Plaintiff heard in open court; statement of counsel; and the entire record in this cause. From all of which, the Court is of the opinion and finds as follows:

That from the testimony presented to the Court, it appears the parties hereto have irreconcilable differences in their marriage.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony heretofore existing by and between the parties are hereby dissolved and the Plaintiff Maria D. Flores, is hereby awarded an absolute divorce from the Defendant Magdaleno Flores, upon the grounds of irreconcilable differences, and Plaintiff is hereby restored to all rights and privileges of an unmarried person.

It further appears to the Court that the parties have entered into a written, executed Marital Dissolution Agreement, and the Court affirmatively finds that the parties have entered into a written, executed Marital Dissolution Agreement; and the Court further affirmatively finds that the parties have made adequate and

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sufficient provisions by written agreement for the equitable settlement of all property rights as between the parties. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

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RICHARD R. ROOKER
D.C.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT entered into this 24th day of November, 2006, by and between **MARIA D. FLORES**, hereinafter referred to as "Wife", and **MAGDELINO FLORES**, hereinafter referred to as "Husband":

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now, or soon will be filed, a divorce action pending in the Circuit Court for Davidson County, Tennessee, a suit for divorce between the parties bearing the style: Maria D. Flores vs. Magdaleno Flores.

WHEREAS, the parties desire to agree upon and fix their rights and duties regarding their respective estates, child custody, and support, and any and all matters concerning their respective rights and duties by reason of the marital relationship.

NOW THEREFORE, in settlement, adjustment, and compromise of all property rights and questions and all matters arising by reason of the marital relationship and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree and covenant as follows:

The address and social security number of the parties is as follows:

Husband	Wife
Centro Urbano San Bartolo #1 Pasaje Las Azucenas #39 Ilopango, San Salva, El Salvador SSN: [redacted]-9718	3699 Tibbs Drive, #A Nashville, TN 37211 SSN: [redacted]-8557

HUSBAND'S VEHICLE. Title to certain vehicles presently owned by Husband, if any, shall be vested in the Husband, who shall assume all liabilities and indebtedness thereon and hold Wife harmless on same. The Husband shall retain said vehicle free and clear from any claim of any nature whatsoever by the Wife, but with the further understanding that the Husband shall be solely responsible for the repayment of any mortgage indebtedness or other debt that might exist against said vehicle, and shall hold the Wife harmless from any responsibility therefor.

WIFE'S VEHICLE Title to certain vehicles presently owned by Wife, if any, shall be vested in the Wife, who shall assume all liabilities and indebtedness thereon and hold Husband harmless on same. The Wife shall retain said vehicle free and clear from any claim of any nature whatsoever by the Husband, but with the further understanding that the Wife shall be solely responsible for the repayment of any mortgage indebtedness or other debt that might exist against said vehicle, and shall hold the opposite party harmless from any responsibility therefor.

PERSONALTY. All title to property presently in the separate possession of each of the parties shall be vested separately in each of the parties.

NO ALIMONY. Wife and Husband claim no alimony, either pendente lite or permanent, and waive any claim they might have hereto in any divorce action between them.

NO CHILD SUPPORT. Wife and Husband claim no child support, as there have been zero (0) children born of the union of Husband and Wife.

REAL ESTATE. The house and real property located at 3699 Tibbs Drive, Nashville, Davidson County, Tennessee 37211 and as more particularly described as follows:

> Being Lot No. 1 on the Plan of North Natchez Park, being the Resubdivision of Reserve Parcel No. 258 of record in Book 4300, Page 129, Register's Office for Davidson County, Tennessee, and further described according to a survey by John Kohl, dated December 23, 1986, as follows: Beginning at an iron pin in the westerly margin of Tibbs Drive; thence South 01 deg. 50' 29" W, 159.87 feet to a concrete monument in the northeasterly margin of Natchez Court; thence with margin of said Court N 56 deg. 19'45" W, 24.14 feet to a concrete monument; thence N 26 deg. 25' 31" W, 123.89 feet to a concrete monument, thence N 10 deg. 52' 30" W, 19.66 feet to an iron pin at the common rear corner of lots 1 & 2; thence with the line between said lots N 79 deg. 07' 30" E, 85.61 feet to the point of beginning.
>
> BEING the same property conveyed to Magdaleno Flores recorded in Book 11550, Page 562, Register's Office for Davidson County, Tennessee.
>
> Said Property shall be divested of Husband and Vested into Wife in full fee simple absolute title.

COURT COSTS. Husband shall be responsible for the payment of the balance of any court costs necessitated by either party obtaining a divorce pursuant to the terms and conditions of this agreement; however, it is agreed by the parties that any advanced filing fee paid by either party as may be applied to the court costs, shall be applied to the court costs and not refunded.

PENSION BENEFITS. All pension or retirement benefits of either party will become the sole and exclusive property of that party free and clear from any claim thereto by the opposite party.

FULL KNOWLEDGE. The parties hereto agree and acknowledge that this agreement is entered into by each of them with full knowledge on the part of each of them to the extent and probable value of all property and estate of the parties jointly and personally. Each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital and otherwise in and to all of the estate whether real, personal, tangible, or mixed now owned or hereinafter acquired of or by the other party except as he or she may be bound by the promises and covenants contained in this agreement.

FINAL DECREE. The parties agree this Marital Dissolution Agreement, subject to Court approval, shall be incorporated in and made a part of any Decree of Divorce which may be entered hereafter.

DISSIPATION OF PROPERTY. The parties agree that they will not remove, sell, mortgage, or in any manner dissipate, or damage the real or personal property of the other party located in the homeplace or otherwise, either held jointly or severally, pending a final hearing for divorce.

BANKRUPTCY. With respect to each party's responsibility for payment of certain debts and liabilities and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation shall not be able to be discharged as a debt under the Bankruptcy Code. Further, it is the intent of the parties that the obligations in this instrument are intended to be non dischargeable pursuant to 11 U. S. C. § 523 (a) 5 and are in the nature of alimony and/or support under the guidelines of IN RE Calhoun 715 F.2d 1103 (1983). The parties further agree that notwithstanding the fact that either party may subsequently be discharged under the Bankruptcy Code, that the Court in which this divorce action is heard, shall continue to have the power to enforce the terms and conditions of this agreement by such powers or means as the Court may deem necessary, and that for this reason, all questions pertaining to the enforcement of the terms and conditions of this agreement are reserved by the Court and continued under advisement by the Court for such further action as the Court may deem necessary.

COOPERATION. Each party, at the request of the other, will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

BREACH AND WAIVER. Should either party incur any expense or legal fees as a result of the breach of any portion of this Marital Dissolution Agreement by the other party, the Court shall award reasonable attorney's fees and suit expenses to the non-defaulting party which are reasonably incurred. No breach, waiver, or default of any of the terms of this agreement shall constitute a waiver of any subsequent breach or default of any of the terms of agreement.

SEVERABILITY. Should any Court hold that any portion of this agreement is invalid, the remainder shall be in full force and effect, and the invalid portion shall be struck from the agreement or modified as the Court shall order.

REPRESENTATIONS. Each party acknowledges that this agreement has been entered into of his or her volition with full knowledge and information including tax consequences. In some instances, it represented a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making this agreement. Each party acknowledges that no representations of any kind have been made to him or her as an inducement to enter into this agreement other than the representations set forth herein.

MODIFICATIONS. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

NO HARASSMENT. Both parties agree not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

TAXES. If in connection with any joint Federal Income Tax Returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by either or both the parties, depending on whether the deficiency arose out of the individual income, deduction, or mis-reporting of one or the other parties, (and if so, to that extent), or out of a joint income deduction. Husband and Wife each represents and warrants to the other that all Federal Income Tax Returns during the marriage are, in all respects, true, correct, and complete, and fully and accurately reflect the income and deductions of each party for those years.

COURT APPROVAL. Both parties understand and agree that this agreement and all of the matters and things contained therein shall at all times be interpreted in accordance with the laws of the State of Tennessee. Both parties further agree that in the event that either party should obtain a divorce from the other party, that this agreement will be submitted to the Court hearing the divorce, and with the request that the agreement be approved and ratified by the Court, and made a part of the Final Decree of divorce as may be awarded to either party.

FULL AND FINAL SETTLEMENT. The parties hereto, exclusive of the terms and provisions of this instrument, each waive all right, title, and interest, cohate and inchoate, in and to the property and estate of the other by way of expectancy or reversion or otherwise including marital, insurance, contractual and all other rights by way of dower, homestead exemption, alimony, or otherwise, in present or in expectancy as to any and all property and estate of the other, and each of the parties does hereby release and discharge the other from any and all control, claims, demands, actions or causes of action, except as to the obligations imposed by this instrument or by the Court's decree, this being intended as full, final, and complete settlement of the property, marital, and other rights of the parties hereto.

ENTIRE AGREEMENT. This agreement contains the entire understanding and agreement between the parties. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the State of Tennessee shall govern this agreement in all respects.

IN WITNESS WHEREOF, the parties hereto set their signatures on this 24 day of November, 2006.

Maria D. Flores
Maria D. Flores

Magdaleno Flores
Magdaleno Flores

RUBEN ARTURO DURAN ERAZO
NOTARIO
REPUBLICA DE EL SALVADOR

WIFE HUSBAND

STATE OF TENNESSEE)
COUNTY OF Davidson —)

Personally appeared before me, the undersigned, a Notary Public for said County and State, **Maria D. Flores**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 2nd day of ~~November~~ December, 2006.

NOTARY PUBLIC

JEFFREY M. GRISSIM
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 24, 2009

My Commission Expires:

_____

STATE OF _____)
COUNTY OF_____)

Personally appeared before me, the undersigned, a Notary Public for said County and State, **Magdaleno Flores**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2006.

_____
NOTARY PUBLIC

My Commission Expires:

_____

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all parts and portions of the Marital Dissolution Agreement executed by the parties and incorporated herein are hereby approved by the Court and made the judgment hereof in all respects.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the real property of the parties is hereby fully and completely divested of the Defendant, Magdaleno Flores, and fully vested in Plaintiff, Maria D. Flores, in full fee simple absolute title. Said improved real property is more fully described as follows:

The house and real property located at 3699 Tibbs Drive, Nashville, Davidson County, Tennessee 37211 and as more particularly described as follows:

> Being Lot No. 1 on the Plan of North Natchez Park, being the Resubdivision of Reserve Parcel No. 258 of record in Book 4300, Page 129, Register's Office for Davidson County, Tennessee, and further described according to a survey by John Kohl, dated December 23, 1986, as follows: Beginning at an iron pin in the westerly margin of Tibbs Drive; thence South 01 deg. 50' 29" W, 159.87 feet to a concrete monument in the northeasterly margin of Natchez Court; thence with margin of said Court N 56 deg. 19'45" W, 24.14 feet to a concrete monument; thence N 26 deg. 25' 31" W, 123.89 feet to a concrete monument, thence N 10 deg. 52' 30" W, 19.66 feet to an iron pin at the common rear corner of lots 1 & 2; thence with the line between said lots N 79 deg. 07' 30" E, 85.61 feet to the point of beginning.
>
> BEING the same property conveyed to Magdaleno Flores recorded in Book 11550, Page 562, Register's Office for Davidson County, Tennessee. And, BEING the same property quitclaimed to Maria D. Flores from Magdaleno Flores of record in Book 20040316-0029841, Register's Office for Davidson County, Tennessee.

It Is Further Ordered The insurance statute does Not apply because neither party has minors on the action. CS

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Maria D. Flores shall be and hereby is restored to her maiden name of: Maria Domitila Romero.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that after this Decree has become final, Jeffrey M. Grissim shall be relieved of his obligations of representation as legal counsel to the Plaintiff

including future service of process or any other matters regarding this cause.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of this action are taxed as provided for in the Marital Dissolution Agreement.

4-2-07

CAROL SOLOMAN, JUDGE

APPROVED FOR ENTRY:

Jeffrey M. Grissim, BPR 16712
110 Glancy Street, Suite 112
Goodlettsville, TN 37072
(615) 865-4750

CERTIFICATE OF SERVICE

This is to certify that a true and exact copy of the foregoing has been mailed, postage prepaid by the United States Mail, to Magdelino Flores, *pro se* Defendant, Centro Urbano San Bartilo #1, Pasaje Las Azucenas #39, Ilopango, San Salva, this 15th day of January, 2007, by U. S. Mail, postage pre-paid.

Jeffrey M. Grissim

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 EIGHTH Circuit Court for Davidson County, Tennessee, on the 02 day of APRIL , 2007 , in the Case Number 07D130 between FLORES, MARIA D Plaintiff, and FLORES, MAGDALENO Defendant, as same remains of record in 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 27 day of APRIL in the year two thousand seven and in the 230th year of American Independence.

RICHARD R. ROOKER, Clerk,

By C. Hafer
Deputy Clerk

SEAL

