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FILED

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2010 JAN 19 PM 2:06

RICHARD R. ROOKER, CLERK

D.C.

BLANCA M. ORELLANA	)	
228 Joann Court	)	
Nashville, Tennessee 37211	)	
	)	
VS.	)	**NO. 08D-1501**
	)	**Proof Of Entry Requested**
JOSE VINCENTE RIVERA	)	
13664 Flanner Street	)	
LaPuente, California 97146	)	

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 6th day of January, 2010, before the Honorable Philip E. Smith, Judge, upon the original Complaint and the Amended Complaint for divorce filed by the Plaintiff, and upon Motion and subsequent Order of Default against the Defendant for his failure to answer the Amended Complaint in the time prescribed by law, the Defendant having been properly notified. Upon hearing the testimony of the Plaintiff and her witnesses, statement of counsel for the Plaintiff, and upon the entire record in this cause, the court finds that the Defendant is guilty of Inappropriate Marital Conduct, refusal and neglect to provide for the Wife, and refusal of Husband to move, without reasonable cause. Further, Husband has abandoned the marital relationship and failed to contribute to the relationship.

The Court further finds that the Defendant's current and last known address is 13664 Flanner Street, LaPuente, California 97146, and that l. of the statistical page of the Complaint For Divorce should be changed accordingly.

The Court further finds that the date of the marriage of the parties is April 27, 2002 and that t. of the statistical page of the Complaint for Divorce should be changed accordingly.

Additionally, the Court finds that the terms set out in the terms of the Marital Dissolution Agreement filed in this cause on May 23, 2008 be incorporated herein as a contract. A copy of

BILL GARRETT, Davidson County
Trans:T20100015712 DEEDDIV
Recvd: 03/17/10 14:49 14 pgs
Fees:72.00 Taxes:0.00
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which is attached hereto as Exhibit A to this Decree.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff, BLANCA M. ORELLANA, be, and hereby is awarded an absolute divorce from the Defendant, JOSE VINCENTE RIVERA, on the grounds of Inappropriate Marital Conduct (T.C.A. §36-4-102(a)(1) *et seq.*, on Husband's refusal and neglect to provide for Wife (T.C.A. Section 26-4-102(a)(3), for Husband's failure to move and failure to contribute to the marital relationship, abandonment the marital relationship, and she is restored to all the rights and privileges of an unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant/Husband's address be, and hereby is changed to 13664 Flanner Street, LaPuente, California 97164.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the date of the marriage of the parties be, and hereby is changed to show April 27, 2002 .

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Dissolution Agreement entered into by the parties and filed on May 23, 2008, be and hereby is adopted as a contract and incorporated herein by reference and attached hereto as Exhibit A.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all personal property now in the possession of the Plaintiff will remain her sole and separate property, free from any claim from the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in and to the real property known as 228 Joann Court, Nashville, Davidson County, Tennessee 37211, be, and hereby is vested solely in the Plaintiff/Wife and any marital right is divested out of Defendant/Husband as Defendant/Husband has failed to live in said premises, failed

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to move to the State of Tennessee, and has made no payments toward the mortgage or to the downpayment on said property. The property is more particularly described as follows, to wit;

LAND in Davidson County, Tennessee, Being Lot No. 94, on the Plan of Fair Oaks Subdivision, Section 2, of record in Book 4460, pages 52 & 53, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Blanca Orellana and her spouse, Jose V. Rivera, by deed from Russell G. Sales of record in instrument Number 20060406-0039622, Registers Office for Davidson County, Tennessee.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

This property is improved property known as 228 Joann Court, Nashville, TN 37211.

Notice is hereby given that this decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the decree for any account, any debt associated with an account or any debt. It may be in a party's best interest to cancel, close or freeze any jointly held accounts.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this cause are assessed against the Plaintiff/Wife, for all of which execution may issue if necessary.

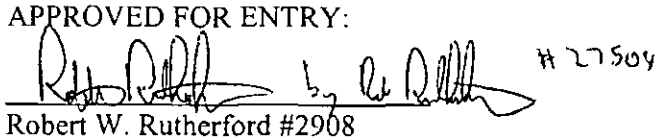
The Court further finds that no Order of Protection has been issued in this cause.

Entered this 14th day of January, 2010.

PHILIP E. SMITH, JUDGE

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APPROVED FOR ENTRY:



Robert W. Rutherford #2908
Attorney for Plaintiff/Wife
1312 Sixth Avenue North
Nashville, Tennessee 37208
615-256[redacted]6681

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing FINAL DECREE OF DIVORCE has been mailed, via the U. S. Postal Service, postage pre-paid, to Jose Vincente Rivera, 13664 Flanner Street, LaPuente, California 97146, this the 6th day of January, 2010.



Robert W. Rutherford

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FOURTH CIRCUIT

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EXHIBIT A

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT, entered into this 23rd day of May, 2008 by and between, **BLANCA M. ORELLANA**, hereinafter referred to as **WIFE**, and **JOSE VINCENTE RIVERA**, hereafter referred to as **HUSBAND**;

2008 JAN 19 PM 2:07

WITNESSETH:

WHEREAS, certain differences have arisen between the parties which appear to be irreconcilable and there is now pending in the 4th CIRCUIT COURT for Davidson County, Tennessee, a suit for divorce between the parties, being **BLANCA M. ORELLANA V. JOSE VINCENTE RIVERA**, bearing docket number 08D1501; AND

WHEREAS, the parties desire to agree upon and fix their rights and duties, representing their respective estates, 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 promise and covenants hereinafter set forth, the defendant being aware said suit will be filed which is in lieu of service of process pursuant to Tennessee Code Annotated §36-4-103(a)(2), the parties hereto agree and covenant as follows:

1. **CONSIDERATION:** Unless specifically provided to the contrary herein, the provisions of this Agreement shall be effective forthwith upon its execution by both parties and all provisions shall be consummated in accordance with the provisions hereof.

2. **NO INTERFERENCE:** Each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he/she were single and unmarried. Neither shall molest the other, or compel or endeavor to compel the other to cohabit or dwell with him/her.

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3. **TRIAL:** WIFE shall proceed to trial in an attempt to obtain a divorce on the grounds of irreconcilable differences.

4. **CHILDREN**: There are no children born to this marriage.

5. **REAL PROPERTY:** The parties own certain real property located at 228 Joann Court, Nashville, Davidson County, Tennessee. Husband agrees to quitclaim all of his right, title and interest in and to said property to the Wife. Wife agrees to be responsible for the mortgage payments, upkeep, and utilities on said property. Wife shall indemnify and hold Husband harmless from any payment thereon.

6. **VEHICLES:** The Wife owns a 1995 Isuzu Rodeo automobile and she will receive all right, title and interest in and to said automobile, free and clear of any claims from the Husband. Further, the Wife shall assume any outstanding indebtedness which may be owed in connection with said vehicle, and she shall indemnify and hold the Husband harmless from repayment thereof.

The Husband shall receive all right, title and interest in and to the 2002 Toyota Tacoma truck, free and clear of any claims from the Wife. Further, the Husband shall assume any outstanding indebtedness which may be owed in connection with said vehicle, and he shall indemnify and hold the Wife harmless from repayment thereof.

7. **PERSONAL PROPERTY:** Husband shall be divested out of all right, title and interest which he may have in items of personal property belonging to and now in the possession of Wife and said right title and interest shall be vested in Wife solely. Wife shall be divested out of all right, title and interest which she may have in items of personal property belonging to and now in possession of husband and said right, title and interest shall be vested in husband solely.

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Further, any and all real or personal property acquired by the parties subsequent to the execution of this agreement shall remain the sole and exclusive property of that party, free of any claims of the other party.

8. **DEBTS:** Each party will be responsible for one-half of any joint debts incurred by the parties during the marriage. Each party will be responsible for any debts in his or her own name and hold the other harmless therefrom. The parties acknowledge that there are no joint debts incurred during the marriage. The parties agree that each party shall be solely responsible for payment of any and all outstanding indebtedness in his or her individual name, not otherwise provided for herein, and each shall indemnify and hold the other harmless from repayment thereon. The parties acknowledge that they have lived separate and apart since March, 2007, and that neither party has made any charges against the credit of the other party, and, additionally, have not and will not make charges against the credit of the other prior to and following the execution of this agreement. Each party shall remove the other party's name as an authorized user from any credit cards on or before the final hearing of this cause.

9. **MEDICAL/LIFE INSURANCE**: Each party shall maintain, through his/her employment or otherwise, medical, hospitalization and dental insurance for his/her own benefit from and after the entry of the Final Decree of Divorce. Each party shall also be responsible for his/her own deductibles and uninsured expenses incurred for said party's benefit. Neither party shall be responsible for any medical expenses incurred by the other party since the separation of the parties.

10. **BANK ACCOUNTS**: Each party shall retain any and all accounts in their individual names free and clear of any claims from the other party.

11. **RETIREMENT ACCOUNTS**: Should there by any additional bank accounts, investments, personal property or other assets titled in Husband's or Wife's name or located in their

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respective possession, not otherwise provided for herein, that property shall remain free and clear of any claims of the other party.

12. **INHERITANCE**: Any amount that either party might receive as inheritance after the execution of this agreement shall remain that party's sole and separate property free of claim by the other party.

13. **TAX RETURN**: The parties shall file separate income tax returns for the tax year 2008. Any individual liability associated with the parties' individual 2007 tax return shall be the sole and separate responsibility of that party and the individual shall hold harmless the other party from any indebtedness associated with this tax liability. Further, any refund which either party may receive as a result of filing their separate 2008 tax return shall be the sole and separate property, free from any claims by the other party. The parties shall file separate tax returns for each year following the 2008 tax year and shall be solely responsible for any indebtedness associated therewith. Husband will be responsible for any back taxes prior to 2007 and hold Wife harmless from any payment thereon.

14. **ALIMONY**: No alimony shall be paid by either party.

15. **ENFORCEMENT:** In the event it becomes reasonable necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, the prevailing party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

16. **ESTATE WAIVER**: 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

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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, courtesy, 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.

17. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

18. **SEVERABILITY:** In the event a Court of competent jurisdiction shall hold any provision of this Agreement invalid, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

19. **FURTHER NECESSARY ACTS**: 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.

20. **MODIFICATION OF AGREEMENT**: 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.

21. **FUTURE INDEBTEDNESS AND INDEMNIFICATION**: 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 separation of the parties, neither party has or will contract any

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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.

22. **FULL DISCLOSURE**: Each party hereby represents and warrants that a full disclosure of all assets and liabilities has been made to the other party during the course of these proceedings, and the parties agree that in the event it is later discovered by either party that the other party owned or otherwise had any interest in an asset at the time of the execution of this Agreement, which asset was not disclosed during these proceedings, that party shall be entitled to receive an amount equal to one-half of the value of said discovered asset, including any decrease or increase in the value thereof since the execution of this Agreement.

23. **TAX CONSEQUENCES**: Both parties further acknowledge that they will seek independent tax advise, and that Attorney Robert W. Rutherford has not offered or rendered legal advice concerning any tax effects or ramifications of this Agreement.

24. **ACCEPTANCE OF THE PARTIES:** Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support under 11 U.S.C. 523(5), which is not dischargeable in bankruptcy as to the other party.

In the event a creditor of either party seeks to compel the other party 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 for the other part the amount of any payment he/she makes, including interest, and any expenses, including but not limited to attorney's fees, incurred in defending the creditor's claim

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25. **VOLUNTARY ACCEPTANCE:** The parties agree that they have read this instrument in its entirety; that it is a fair and equitable settlement of their property and that they have signed this instrument freely and voluntarily and without duress and coercion. The parties further agree that they have made adequate and sufficient provision by written agreement for an equitable distribution of the parties' assets.

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

27. **ATTORNEY'S FEES**: Wife will be responsible for the payment of attorney fees to Robert W. Rutherford in connection with the negotiation of this Agreement and the divorce proceedings as long as this matter remains uncontested. In the event that the Husband seeks the services of an attorney, Husband will be responsible for the payment of his individual attorney fees.

28. **COURT COSTS**: Costs of this cause will be assessed against the Wife.

29. **UNDERSTANDING OF THE PARTIES:** 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 of the extent and probable value of all property and estate of the parties jointly and personally, and each of the parties hereby forever releases and surrenders all of his or her right, title and interest, marital or otherwise, in and to all of the estate whether real, personal, intangible 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.

The parties agree that this Agreement, subject to court approval shall be incorporated in and made of any Final Decree of Divorce entered herein.

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IN WITNESS WHEREOF, the parties hereto set their signatures, on this the 13 day of May, 2008 as to wife; and the 21 day of May, 2008 as to husband.

Blanca Orellana
BLANCA M. ORELLANA

JOSE VINCENTE RIVERA

STATE OF Tennessee)

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public, in and for said County and state, **BLANCA M. ORELLANA**, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 13 day of May, 2008

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/24/2010

MAXINE O. SIMS NOTARY PUBLIC STATE OF TENNESSEE ROBERTSON COUNTY

****

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Personally appeared before me, the undersigned, a Notary Public, in and for said county and state, **JOSE VINCENTE RIVERA**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this the 21st day of May, 2008

NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/27/2009

BERTHA ALICIA DOMINGUEZ
Commission # 1603038
Notary Public - California
Los Angeles County
My Comm. Expires Aug 27, 2009

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CERTIFICATE OF SERVICE

DOCKET NO. 08D1501

Pursuant to Rule 58(3) of the Tennessee rules of Civil Procedure, I hereby certify I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 25TH day of JANUARY, 2010.

RICHARD R. ROOKER, Circuit Court Clerk

BY: _____

Deputy Clerk

ROBERT W. RUTHERFORD, ATTORNEY
1312 6TH AVE. NORTH
NASHVILLE, TN 37208

JOSE VINCENTE RIVERA
13664 FLANNER ST.
LA PUENTE, CA 91746

JOSE VINCENTE RIVERA
13664 FLANNER ST.
LA PUENTE, CA 97146

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 19 day of JANUARY , 2010 , in the Case Number 08D1501 between ORELLANA, BLANCA M Plaintiff, and RIVERA, JOSE VINCENTE 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 17 day of MARCH in the year two thousand ten and in the 233rd year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

