Bill Garrett Davidson County
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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 25 day of APRIL, 2017, in Docket Number 17D140 between GARCES, LISA RENEE (TROMP), Plaintiff, and GARCES, VINCENT DANE, 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 22 day of FEBRUARY in the year two thousand eighteen and in the 241st year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK
SEAL

Copy

IN THE 4th CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

2017 APR 25 PM 12:47

RICHARD R. ROOKER, CLERK

LISA RENEE (TROMP) GARCES,
Plaintiff/Wife,

vs.

VINCENT DANE GARCES,
Defendant/Husband.

DOCKET NO. 17D1400

FINAL DECREE

This cause came on to be heard on the 25th day of April 2017, before the Honorable Philip Smith, Judge for the Fourth Circuit Court for Davidson County, Tennessee, upon the *Complaint for Divorce* of LISA RENNEE (TROMP) GARCES ("Wife"). Upon testimony of the Wife and the entire record in this cause, from all of 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, the Court determines as follows:

1. A *Complaint for Divorce* was filed on January 27, 2017.

2. A *Marital Dissolution Agreement* executed by both parties was filed on March 31, 2017.

3. The parties have no minor children.

4. That a *Notice of Insurance* was filed on April 3, 2017.

5. That a *Statistical Information Form* was filed on April 3, 2017.

6. More than sixty (60) days has passed since the filing of the *Complaint for Divorce*.

7. The parties entered into a certain *Marital Dissolution Agreement* for the purpose of determining their rights and liabilities with regard to one another.

Copy

8. **The parties acknowledge that this *Final 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 an account, any debt associated with an account or any debt. It may be in the party's best interest to cancel, close or freeze any jointly held accounts.**

9. The *Marital Dissolution Agreement* attached hereto and incorporated by reference herein was made freely and voluntarily by the parties for the purpose of determining Wife's and Husband's rights and liabilities with regard to one another and is adopted by this Court for all purposes, including enforcement of the terms thereof and therefore the *Marital Dissolution Agreement* is made an *Order* of this Honorable Court. Said agreement is as follows:

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IN THE 4th CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2017 MAR 31 AM 9:54
RICHARD R. ROOKER, CLERK
D.C.

LISA RENEE (TROMP) GARCES,
Plaintiff/Wife,

vs.

DOCKET NO. 17D140

VINCENT DANE GARCES,
Defendant/Husband.

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered by and between **VINCENT DANE GARCES** (hereinafter referred to as "**Husband**") and **LISA RENEE (TROMP) GARCES** (hereinafter referred to as "**Wife**") subject to the following premises, terms and conditions:

WITNESSETH:

THAT WHEREAS the parties are husband and wife and, as a consequence of certain irreconcilable differences that have arisen between the parties, a petition for absolute divorce has been filed, and whereas the parties are desirous of settling the disposition of their property, custody, and support rights subject to the approval of the Court;

THEREFORE, AND IN CONSIDERATION of the mutual promises and agreements contained herein, the parties hereto agree, covenant, and bind themselves as follows:

1. **DIVORCE:** The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences. This *Marital Dissolution Agreement* shall be submitted to the Court for approval and, if approved, be made part of the Court's *Final Decree of Divorce.*

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2. **VENUE AND SERVICE OF PROCESS:** Each of the parties hereby acknowledges that a divorce action is pending and/or will be pending under a docket number in the Circuit Court for Davidson, County, Tennessee. Each of the parties hereby submits his or her person and property to the jurisdiction of this Court. Further, the parties acknowledge that the Wife is represented by attorney Martin Sir and Associates, and the Husband is pro se.

3. **CUSTODY/VISITATION/CHILD SUPPORT:** The parties have no minor children and no minor children are expected.

4. **MARITAL RESIDENCE:** The parties own real property located at 436 Lazy Creek Circle, Nashville, Davidson County, Tennessee 37211 and more particularly described as:

> **LAND in Davidson County, Tennessee, being Unit 436 on the Final Plat of Creekside at Brentwood of records in Instrument No.200907730-0071237, Register's Office for**
> **Davidson County, Tennessee, Reference is hereby made to the plan of Creekside at Brentwood, for placement of Units, as shown on Exhibit "A" to the First Amendment to Amended and Restated Master Deed for Creekside of Brentwood of record in Instrumental No: 20050329-00341731, Register's Office for Davidson County, Tennessee.**

The real property is hereby awarded to the Wife free and clear of any interest of the Husband. All of Husband's interest in the real property described hereinabove is hereby divested from him and vested in Wife. The Wife shall be responsible for all costs of ownership of said real property, including but not limited to any mortgage payments and/or utilities, and she shall hold the Husband harmless thereon as of her execution of this *Marital Dissolution Agreement*. Further, Husband shall vacate the marital residence on or before April 15, 2017.

Copy

5. **AUTOMOBILES:** Each party shall retain his/her own vehicle free and clear of any interest of Husband/Wife unless specifically noted herein. Specifically, the Husband is awarded the 2014 Toyota Tacoma, (VIN# [redacted] free and clear of any interest of Wife and he shall indemnify and hold Wife harmless on the debt thereon. Husband shall refinance said automobile debt within thirty (30) days of the entry of the *Final Decree of Divorce*. Should Husband be unable or fail to refinance said automobile debt and remove Wife's name from the same, said automobile shall be placed on the open market and sold within sixty (60) days of entry of the final decree and Husband shall be fully responsible for any deficiency arising from the sale and hold wife harmless thereon.

6. **PERSONAL PROPERTY:** Each of the parties is hereby awarded his or her own jewelry, clothing, books, instruments, original diplomas, professional certificates, documents and other similar personal items free and clear of any claim of the other party.

7. **HOUSEHOLD FURNITURE, FURNISHINGS AND APPLIANCES:** The parties have previously divided all items of household furniture, furnishings and appliances, and each of the parties is hereby awarded all items of household furniture, furnishings, and appliances currently in his or her possession free and clear of any claim of the other party.

8. **BANK ACCOUNTS:** Each of the parties is awarded his or her own checking, savings, and/or other bank account(s) listed in his or her name individually free and clear of any claim of the other party.

9. **ALIMONY.** Each party waives any right to an alimony claim that he/she may have. No alimony shall be paid by either party.

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10. **401K/RETIREMENT ACCOUNTS.** Each party shall retain his/her own 401K/Retirements accounts free and clear of interests of the other party. The parties hereby waive any interest he/she may have in the other party's 401K/Retirements accounts.

11. **DEBTS AND OBLIGATIONS:** The parties hold separately, in their own individual names certain credit cards, debts, and liabilities if not specifically stated herein. Each party will be solely responsible for the debts incurred under their own name and individually held. Each party will hold the other harmless for any debts incurred under their own name individually, although incurred during the marital relationship. The parties understand and agree that their respective obligations to hold the other party harmless are nondischargeable debts under 11 USC 523 (5) of the Bankruptcy Code, these obligations being part of the final financial settlement for both parties and necessary for the support of the other.

Notice pursuant to T.C.A. §36-4-134: 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 this decree for an 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.

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12. **FEDERAL INCOME TAXES:** Unless otherwise stated herein, if in connection with any joint federal income tax returns previously filed by the parties there is a deficiency assessment, the amount ultimately determined to be due shall be borne by either or both of the parties, depending on whether the deficiency arose out of the individual income, deduction, or misreporting of one or the other parties (and, if so, to that extent), or out of a joint income deduction. In such case, the party responsible for the deficiency or additional taxes owed, together with interest and penalties assessed, shall indemnify and hold harmless the other party from any liability, assessment, deficiency, and other costs, including, but not limited to, attorney's fees or accountant fees arising by reason of the spouse's failure to pay taxes or accurately report same. In addition, each party agrees that he or she will hold the other party harmless from any and all financial responsibility to the federal or state taxing authorities for later imposed tax payments, deficiencies, penalties or interest and/or costs related to amendments to the parties' joint tax returns which may arise from any understatement of income, overstatement of deductions and/or tax credits, loss carryovers, tax shelters, or any other reason relating to income received by or assets controlled by the responsible spouse. The parties further agree that any costs or fees necessary to defend any deficiency, penalty, or interest claim or any other taxing authority claims with respect to the parties' joint federal or state tax returns shall be assumed and paid by the responsible party. Both parties realize that they may have liability to the Internal Revenue Service that may transcend any provisions of this agreement and that their respective attorney has not served as a tax advisor for either party but has recommended

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independent tax counsel.

13. **MAJOR MEDICAL INSURANCE:** Each of the parties shall be responsible for securing and maintaining his or her own policy of major medical and hospitalization insurance.

14. **ATTORNEY'S FEES:** The Husband and Wife shall be responsible for paying his/her own attorney's fees in this cause as long as this matter remains uncontested by either party.

15. **COURT COSTS:** The Wife shall be responsible for any court costs in this cause for which execution may issue, if necessary as long as this matter remains uncontested by either party.

16. **WITHDRAWAL OF COUNSEL:** The parties understand that the entry of the

Final Decree of Divorce will complete the contractual obligations between client and attorney. The Wife's Attorneys, Martin Sir & Associates, are hereby relieved as Attorney of Record and Surety in this cause.

17. **FULL DISCLOSURE:** Each of the parties acknowledges that they have made a full disclosure of all marital and separate assets and that there are no other marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts or bank accounts. In the event that one party discovers that the other has failed to disclose additional assets which are considered by a Court of competent

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jurisdiction to be marital property, then, in that event, upon Petition of either party, said assets shall be divided equally between the parties.

18. **REVOCATION OF BENEFICIARY DESIGNATION:** Husband and Wife agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either Husband or Wife which designate the other as a beneficiary shall be and are hereby revoked. Such documents shall include, but are not limited to powers of attorney, beneficiary designations under insurance policies, annuities, pension plans, retirement programs, 401(k) accounts, incentive and thrift plans, employee benefit programs, and all other such plans and accounts of any description whatsoever. It is the intent of Husband and Wife except as set forth in this Agreement, that neither party shall receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is executed, after the execution of this Agreement, designating the other party as beneficiary.

19. **TORT CLAIMS**. The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The

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parties understand that they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

20. **MISCELLANEOUS PROVISIONS:**

(A) 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; therefore, it is the intention of the parties that such obligation shall be deemed to be a domestic support obligation under 11 U.S.C. 523 (a) (5) and section 523 (a) (15) and shall not be dischargeable in bankruptcy court.

(B) 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 debts 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 expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

(C) In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, he or she will also be entitled to judgment for reasonable expenses, including attorney's fees, incurred in prosecuting

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said action.

(D) 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 and claims which each may have or hereafter acquire under law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead, 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 the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

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

(F) The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have any interest.

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(G) 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.

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

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

(J) It is understood and agreed between the parties that, as a 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.

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

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(L) 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 payment. Each party covenants with the other that, from the date of the divorce, and except as set forth under the terms of this agreement, neither will contract any indebtedness upon the credit of the other and that if either shall be compelled to pay future debt of the other, then the party of whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, inclusive of interest and legal services.

(M) Both parties acknowledge that neither of them is relying upon any tax or bankruptcy advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax or bankruptcy consequences arising out of this Agreement. Each of the parties has been advised by their attorneys to seek tax or bankruptcy counseling regarding the consequences of this Agreement from their own accountant, tax or bankruptcy attorney and each of the parties acknowledges that they have had an opportunity to do so.

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BOTH PARTIES understand that this Agreement is subject to the approval of the Court in the event a divorce is granted to either party herein, and if approved by the Court shall be incorporated into the *Final Decree of Divorce* should the Court see fit to grant a divorce. Further, this Agreement shall operate as a full and final settlement of any and all claims or demands arising out of the marital relationship now existing between the parties, which either party may now have or which might accrue to the other in the future. However, in the event that a divorce is not granted to either party, this Agreement shall be of no force and effect. If approved by the Court, said Agreement is a full, final and complete settlement of all property and support rights as between the parties, and the same is entered into without any collusion between the parties, but solely of their own free will and accord.

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IN WITNESS WHEREOF, the parties have set their signatures below.

3-29-17
DATE

Lisa Garces
LISA RENEE (TROMP) GARCES, Plaintiff

3-29-17
DATE

Vincent Garces
VINCENT DANE GARCES, Defendant

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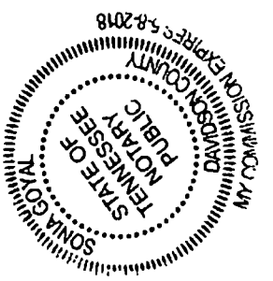
Vincent Dane Garces

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **VINCENT DANE GARCES,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the ~~25~~ 29 day of March, 2017.

Notary Public

05-08-2018
My Commission Expires



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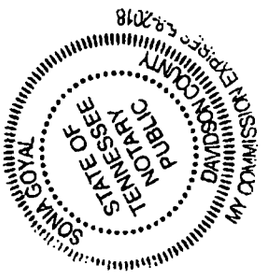
Lisa Renee Garces
Lisa Garces

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **LISA RENEE (TROMP) GARCES,** with whom I am personally acquainted and who executed the foregoing document for the above-described purposes on this the 29 day of March, 2017.

Sonia Goyal
Notary Public

05-08-2018
My Commission Expires



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IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Wife, LISA ~~RENNEE~~ RENEE (TROMP) GARCES, is hereby awarded an absolute divorce from the Husband, VINCENT DANE GARCES, on the grounds of irreconcilable differences and that the parties shall be restored to all of the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all provisions of the *Marital Dissolution Agreement* herein are adopted by this Court and incorporated by reference in this *Final Decree*.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Wife shall be responsible for any remaining costs of this cause, for which execution may issue if necessary.

ENTERED THIS THE 25th **DAY OF** April, **2017**

HONORABLE PHILIP SMITH, JUDGE

SUBMITTED AND APPROVED FOR ENTRY:

BY: _____

Martin Sir, BPR #7173
Peggy Smith, BPR #26603
Attorneys for Wife
5th 3rd Bank Building
424 Church Street, Suite 2250
Nashville, Tennessee 37219
Phone: 615/256-5661
Fax: 615/256-5115

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CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the forgoing has been sent by U.S. mail, postage prepaid, to the following:

Mr. Vincent Garces
436 Lazy Creek Circle
Nashville, Tennessee 37211

on this 25 day of April, 2017.

Peggy Smith Pulley