Karen Johnson Davidson County
Batch# 663879 DEEDDIV
06/24/2021 11:36:30 AM 19 pgs
Fees: $97.00 Taxes: $0.00
20210624-0085787

ORDER LODGED
DATE 9/14/2020
DEBBIE MOSS
GENERAL SESSIONS CLERK
WILSON COUNTY, TN

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE AT LEBANON

MARIA GUADALUPE SERRANO,
Petitioner,

v.

SAMUEL ONÅTE SERRANO,
Respondent.

Docket No. 2020D-03

ORDER FILED
SEP 15 2020
DEBBIE MOSS, GENERAL SESSIONS COURT CLERK
WILSON COUNTY, TN

FINAL DECREE OF DIVORCE

This cause came before the Honorable Judge Ensley Hagan of the General Sessions Court for Wilson County, Tennessee, upon the Petition for Divorce filed by the Wife in this cause, upon the written Marital Dissolution Agreement and Waiver of Venue executed by the parties and upon the entire record, from all of which the Court finds that the parties have experienced such irreconcilable differences in their marriage as would render cohabitation improper, and that the Petitioner, Maria Guadalupe Serrano, should be granted an Absolute Divorce on the grounds of irreconcilable differences;

It is therefore, **ORDERED, ADJUDGED, and DECREED** that the bonds of matrimony existing between the Petitioner, Maria Guadalupe Serrano, and the Respondent, Samuel Onăte Serrano, are absolutely and forever dissolved, that the Petitioner, Maria Guadalupe Serrano, is granted an Absolute Divorce on the grounds of irreconcilable differences, and that the parties are restored to all the rights and privileges of unmarried persons.

It further appearing to the Court that the parties hereto have entered into a written Marital Dissolution Agreement and the Court affirmatively finds that the parties have made adequate and sufficient provisions by said agreement for the equitable division and allocation of any property rights between them, and agreement providing as attached hereto.

It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Marital Dissolution Agreement, as executed by the parties, are in all respects approved and ratified in full, and said instruments shall be given full force and effect in all respects between the parties hereto as an Order of the Court.

It is further **ORDERED and ADJUDGED** that the Wife, Maria Guadalupe Serrano, shall be allowed to resume the use of her maiden name, **Maria Guadalupe Angulo**, if she so elects.

It is further **ORDERED and ADJUDGED** that attorney Yancy Belcher is released as counsel of record for Maria Guadalupe Serrano and/or surety in this cause.

Notice: 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 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.

The parties shall be equally responsible for any remaining court costs for this cause for which execution may issue, if necessary.

ENTERED this 15th day of September 2020.

Ensley Hagan

The Honorable Judge Ensley Hagan

APPROVED FOR ENTRY:

YBel

YANCY BELCHER #21158
Attorney for Petitioner/Wife
2306 North Mount Juliet Road
Mount Juliet, Tennessee 37122
615.773.2889

Samuel Serrano Q

SAMUEL ONÁTE SERRANO
Pro se Respondent/Husband

202106240085787

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been sent via first class mail to the pro se Respondent addressed as follows:

Samuel O. Serrano
405 Autumn Knoll Court
Hermitage, Tennessee 37076

on this 7th day of July 2020.

Yancy Belcher

202106240085787

190515

IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE AT LEBANON

FILED
11:50 A.M. JUL 13 2020 P.M.
DEBBIE MOSS, GENERAL SESSIONS COURT CLERK
WILSON COUNTY, TN

MARIA GUADALUPE SERRANO,
Petitioner,

v.

SAMUEL ONÅTE SERRANO,
Respondent.

Docket No. 2020-DV- 97

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT (hereinafter, "Agreement") by and between Petitioner, **MARIA GUADLUPE SERRANO** (hereinafter, "Wife") and Respondent, **SAMUEL ONÅTE SERRANO** (hereinafter, "Husband") is proposed by the Parties collectively pursuant to their pending divorce.

WITNESSETH:

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 by Wife in the **GENERAL SESSIONS COURT OF WILSON COUNTY, TENNESSEE**, and whereas the Parties are desirous of settling the disposition of their property and support rights subject to the approval of the Court;

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

1. **DIVORCE:** Wife shall proceed to the **GENERAL SESSIONS COURT OF WILSON COUNTY, TENNESSEE**, to obtain a divorce on the ground of irreconcilable differences. This Marital Dissolution Agreement shall be submitted to the Honorable Court for approval and, if approved, be made part of the Honorable Court's Final Decree of Divorce.

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

2. **VENUE AND SERVICE OF PROCESS:** The Parties hereby acknowledge that a divorce action is pending under the above-styled case name and docket number in the **GENERAL SESSIONS COURT OF WILSON COUNTY, TENNESSEE**. The Parties waive further service of process. Each of the Parties hereby submits his or her person and property to the jurisdiction of this Court.

Further, the Parties acknowledge that Wife is represented by attorney Yancy Belcher and Husband is not represented by legal counsel.

3. **DISCOVERY:** The Parties acknowledge their respective rights, under the TENNESSEE RULES OF CIVIL PROCEDURE, to participate in written (Interrogatories, Requests for Production of Documents, etc.) and/or oral (Depositions) discovery, as part of this proceeding. However, with the exception of any discovery already completed in this matter and subject to the full disclosure provision of §22 *infra,* each party knowingly waives his or her rights in that regard and wishes to settle this case under the terms contained in this Agreement, subject to the Court's approval.

4. **CUSTODY/VISITATION/CHILD SUPPORT:** The Parties affirm that there are no minor children borne or expected of this marriage.

5. **REAL PROPERTIES: (A).** The Parties hereby acknowledge and affirm they own or have an ownership interest in a parcel of real property that is located at **405 AUTUMN KNOLL COURT, HERMITAGE, DAVIDSON COUNTY, TENNESSEE** (hereinafter, "Marital Residence"), more particularly described as follows with Map/Parcel No: 86-8-3:

> Being Lot No. 161, Phase III on the Plan of Jackson's Retreat, of record in Book 5200, Pages 517 and 518, Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete description.

Being the same property conveyed to George F. Henry and wife Tracy A. Henry by deed of record in Book 9691, page 912, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Samuel Serrano, married, by deed of record as Instrument No. 200007060067036, dated July 6, 2000, Register's Office for Davidson County, Tennessee.

This is improved property known as 405 Autumn Knoll Court, Hermitage, Tennessee.

The Parties hereby acknowledge and affirm that said Marital Residence is titled as "Samuel Serrano, married." The Parties further acknowledge and affirm that said Marital Residence is subject to a mortgage with Ocwen Loan Servicing in the approximate amount of Fifty-Five Thousand ($55,000.00) Dollars which is secured by the Marital Residence. The Parties hereby warrant and affirm that there are no other liabilities or debts associated with the Marital Residence, including no other mortgages or home equity lines of credit whatsoever.

The Parties hereby agree that, upon the execution of this Agreement, the Wife shall be divested of any interest in the marital residence known as **405 AUTUMN KNOLL COURT, HERMITAGE, DAVIDSON COUNTY, TENNESSEE.** The Wife shall execute a quitclaim deed so as to divest herself of any interest in the real property. The parties further agree that the Husband shall thereafter be vested with exclusive rights, title, and interest to the property located at **405 AUTUMN KNOLL COURT, HERMITAGE, DAVIDSON COUNTY, TENNESSEE** and shall assume sole liability and financial responsibility related thereto. The Wife shall be divested of any marital interest and shall have no right or claim for the real property located at **405 AUTUMN KNOLL COURT, HERMITAGE, DAVIDSON COUNTY, TENNESSEE**. The Husband will indemnify and hold Wife harmless from any liability relating thereto.

The Parties hereby agree that, upon the execution of this Agreement, Husband shall solely and separately be responsible for full and timely payments of any and all expenses related to said mortgage with Ocwen Loan Servicing, taxes,

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

utilities, repairs, upkeep, and any and all other liabilities and expenses related to said Marital Residence. Husband hereby indemnifies and holds Wife entirely harmless for the same, including but not limited to reasonable attorney's fees to enforce this clause.

The Parties agree that Wife shall vacate said Marital Residence within thirty (30) days of the entry of the Final Decree of Divorce, and shall not enter or attempt to enter said Marital Residence without prior permission from Husband after that date. Wife shall coordinate with Husband upon a mutually-agreeable time or times to remove any and all of her agreed-upon items from the Marital Residence, but in no event later than thirty (30) days after the Final Decree of Divorce.

Husband shall ensure that the Wife's name is removed from said mortgage liability with Ocwen Loan Servicing within one (1) year of the entry of the Final Decree of Divorce, if necessary. Husband shall also take any and all steps necessary to remove Wife's name from any and all utilities, insurance, property taxes, and any other liabilities associated with said Marital Residence within thirty (30) days of the entry of the Final Decree of Divorce. Wife shall cooperate, assist, and timely execute any and all paperwork and documents needed to accomplish such transfers, including but not limited to executing a quitclaim deed as detailed *infra.* Husband shall be responsible for the preparation of any and all such documents. Said quitclaim deed is to be recorded with the Davidson County Register of Deeds Office.

(B). The Parties hereby acknowledge and affirm they own or have an ownership interest in a parcel of real property that is located at **275 AVILA CAMACHO CALLE 5 DE MAYO, SAN FRANSICO DE ASISA, JALISCO, MEXICO 47755** (hereinafter, "Real Property").

The Parties hereby acknowledge and affirm that said Real Property is titled in the name of both Parties. The Parties further acknowledge and affirm that said Real Property is not encumbered by any liens. The Parties hereby warrant and affirm that there are no liabilities or debts associated with the Real Property, including no other mortgages or home equity lines of credit whatsoever.

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

The Parties hereby agree that, upon the execution of this Agreement, the Husband shall be divested of any interest in the real property known as **275 AVILA CAMACHO CALLE 5 DE MAYO, SAN FRANSICO DE ASIS, JALISCO, MEXICO 47755.** The Husband shall execute a quitclaim deed and any other necessary documents so as to divest himself of any interest in the real property. The parties further agree that the Wife shall thereafter be vested with exclusive rights, title, and interest to the property located at **275 AVILA CAMACHO CALLE 5 DE MAYO, SAN FRANSICO DE ASIS, JALISCO, MEXICO 47755** and shall assume sole liability and financial responsibility related thereto. The Husband shall be divested of any marital interest and shall have no right or claim for the real property located at **275 AVILA CAMACHO CALLE 5 DE MAYO, SAN FRANSICO DE ASIS, JALISCO, MEXICO 47755**. The Wife will indemnify and hold Husband harmless from any liability relating thereto.

The Parties hereby agree that, upon the execution of this Agreement, Wife shall solely and separately be responsible for any and all liabilities and expenses related to said Real Property. Wife hereby indemnifies and holds Husband entirely harmless for the same, including but not limited to reasonable attorney's fees to enforce this clause. Wife shall also take any and all steps necessary to remove Husband's name from any and all insurance, property taxes, and any other liabilities associated with said Real Property within thirty (30) days of the entry of the Final Decree of Divorce. Husband shall cooperate, assist, and timely execute any and all paperwork and documents needed to accomplish such transfers, including but not limited to executing a quitclaim deed as detailed *infra.* Wife shall be responsible for the preparation of any and all such documents. Said quitclaim deed and/or other documents are to be recorded in accordance with the requirements of Mexico.

6. <u>PERSONAL PROPERTY AND NON-ACCOUNT ASSETS</u>: Each party shall retain his or her respective articles of clothing, jewelry, and personal effects, free and clear of any claim of the other party. Further, each party is awarded any items of personal property owned by him or her prior to the marriage or inherited by or gifted specifically to him or her during the marriage.

HUSBAND'S INITIALS: SJS WIFE'S INITIALS: MS

The parties have agreed upon an equitable division of their personal property, furniture, household furnishings, personal effects and other items of personal property. The parties warrant that they are satisfied with the distribution of any and all personal property.

The balance of the personal property remaining at the Marital Residence shall be awarded to the Wife with no right or claim of the Husband. Each party shall retain possession of their separate personal property, including any items they owned prior to the marriage.

Subsequent to the division, each party shall make no claim to any property in the possession of the other party and quitclaim any interest he/she might have to the property in possession of the other party.

7. SEPARATE PROPERTY: All right, title, and interest that Husband has or might have in and to the separate property belonging to Wife is divested from Husband and vested solely in Wife, free and clear of any claims by Husband. Conversely, all right, title, and interest that Wife has or might have in and to the separate property belonging to Husband is divested from Wife and is vested solely in Husband, free and clear of any claims by Wife.

8. HUSBAND'S INHERITANCE: Husband is awarded as his sole and separate property, any and all interest he may have in his relative's estate in Mexico, including but not limited to real property, personal property, investment accounts, cash, or other monetary accounts, free and clear of any claims by Wife.

HUSBAND'S INITIALS: SBS WIFE'S INITIALS: MS

9. AUTOMOBILES: The parties agree that they do not jointly own or have a joint interest in any vehicles. The parties acknowledge that any vehicle(s) in their immediate possession shall become their property and they shall forever hold the other harmless. The parties hereby waive any right of claim or interest that he or she may have in any such vehicle(s) held by the other party. The party who is the owner of a vehicle following the divorce agrees to indemnify and hold harmless the non-owner from any financial or other responsibility related to the vehicle. The owner will be solely responsible for the notes, leases, maintenance, insurance, title, financing/debt, and all other costs associated with the vehicle. The owner will make any necessary payments timely. Any transfers contemplated in this section are to occur no later than thirty (30) days following the entry of a Final Divorce Decree in this matter.

10. BANK AND BROKERAGE ACCOUNTS: Each party is awarded exclusive possession of and rights to any other bank accounts held in that party's name. By their signature herein below, the parties affirm that they have each received from the other a full disclosure of all individually held bank accounts.

GENERAL - Subject to the full disclosure provisions detailed in in ¶22 *infra*, each party shall receive, as his or her sole and separate property, free and clear of any claim by the other party, all funds on deposit in any checking, savings, credit union, money market, certificate of deposit or like monetary accounts in his or her individual name(s). The Parties hereby affirm that any and all accounts have been fully disclosed to the other party.

11. RETIREMENT, PENSION, AND INVESTMENT ACCOUNTS: The parties hereby acknowledge and agree that each party shall retain as his or her sole and separate property full ownership interest in and to their said respective investment, pension, 401(k), or other retirement accounts, free and clear of any interest or claim thereto by the other party. The parties hereby waive any right of claim or interest that he or she may have in any such account held by the other party.

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

12. LIFE INSURANCE: The parties agree that neither party shall be required to provide any life insurance coverage for the benefit of the other party unless specifically stated otherwise herein.

13. DEBTS: (A) Wife shall be individually responsible for any and all indebtedness in which she personally holds in her own individual name, including but not limited to, medical bills and student loans. Wife shall indemnify and hold Husband harmless from any liability relating to her individual debts.

(B) Husband shall be individually responsible for any and all indebtedness which he personally holds in his own individual name, including but not limited to, medical bills and student loans. Husband shall indemnify and hold Wife harmless from any liability relating to his individual debts.

(C) GENERAL - Except as otherwise provided herein, any debt that exists that is in the individual name of Wife or Husband shall be that individual's full and separate responsibility, and that individual shall hold harmless and fully and completely indemnify the other against any and all liability related thereto, including but not limited to reasonable attorney's fees to enforce this provision.

If any joint debt exists, other than what has been specifically set forth herein, then the party who incurred the debt shall be solely and separately responsible for the debt itself and any and all liabilities associated with the debt and shall hold the other party harmless and indemnify the other from any liability related thereto.

Except as listed above and subject to the full disclosure provisions detailed in in ¶22 *infra*, both Parties agree that they have not at the time of this Agreement and will not at any time in the future incur any debts or make any contracts for which the other shall be liable, and each further covenants to hold the other party or his/her estate, free, harmless and indemnified of and from all such debts and liabilities.

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

14. NOTICE PURSUANT TO T.C.A §36-4-134: **THIS AGREEMENT AND ANY DECREE THAT SUBSUMES THIS AGREEMENT DO 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 AGREEMENT 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.**

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 from the other 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.

15. ALIMONY WAIVER: The Parties hereby agree that neither party shall pay to the other party at any time or seek to procure from the other at any time, any alimony or spousal support whatsoever, and each of the Parties hereby forever waives any and all rights thereto, including any alimony *in futuro,* alimony *in solido,* transitional alimony, and rehabilitative alimony.

16. MAJOR MEDICAL INSURANCE: Each of the Parties shall be responsible for securing and maintaining his or her own major medical and hospitalization insurance. Each party shall be responsible for his/her own deductibles and uninsured expenses incurred for said party's benefit. Neither shall be obligated to pay the premium on COBRA coverage for the other party.

17. NO INTERFERENCE: Each party shall be free from interference or harassment, direct or indirect, by the other, as fully as if he or she were single and unmarried.

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

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 Wife or Husband, 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, wills, 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 herein 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. PROFESSIONALS' FEES AND COURT COSTS: Wife paid the filing fee associated with the Complaint for Divorce; the parties shall be equally responsible for any remaining court costs. The Parties hereby agree that Wife shall be solely and separately responsible for all remaining attorney fees owed to Attorney Yancy Belcher. Husband shall be solely and separately responsible for any and all remaining attorney fees owed on his behalf, should he elect to retain legal counsel.

20. TAXES: Commencing with the tax return due for the 2019 tax year, the Parties shall file separate tax returns for each year and shall be individually responsible for any deficit or shall be solely awarded any refund. The Parties further agree that, if in connection with any federal income tax return previously filed jointly by the Parties there is a penalty or deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the party whose deduction, income, or misreporting resulted in the penalty or deficiency assessment. The party who is responsible for the penalty or deficiency assessment shall also defend and indemnify the other party from any and all liability associated with the penalty or deficiency assessment, including, but not limited to, reasonable attorney's fees incurred.

21. DISPUTE RESOLUTION (POST-DIVORCE): The Parties agree that, in the event a disagreement concerning the meaning of a provision of the Marital Dissolution Agreement, the Parties will first attempt mediation to resolve this issue, prior to resorting to a court hearing. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any of the provisions of this Agreement, the prevailing party will be entitled to a judgment for attorney's fees, costs, and other reasonable expenses incurred in prosecuting or defending said action.

22. FULL DISCLOSURE: Each of the Parties warrants and represents that they have made full disclosure of any and all assets in which they have an interest, and that there are no marital assets not addressed under the terms of this Agreement, including but not limited to, retirement accounts, IRA accounts, investment accounts, cash, 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 jurisdiction to be marital property, then upon Petition of either party, said assets shall be divided equally between the Parties.

In turn, each of the Parties warrants and represents that they have made full disclosure of any and all liabilities or debts for which they have any responsibility, and that there are no marital or separate debts not addressed under the terms of this Agreement, including but not limited to, tax debts, credit cards, loans, law suits, liens, mortgages, home equity lines of credit, or any other debts whatsoever. In the event that one party discovers that the other has failed to disclose additional debts or liabilities, which are considered by a Court of competent jurisdiction to be marital, then upon Petition of either party, said debt or liability shall be the sole responsibility of the party who failed to disclose such debt, and that party shall indemnify and hold the other party entirely harmless thereon, including but not limited to reasonable attorney's fees to enforce this provision.

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

23. MISCELLANEOUS PROVISIONS:

A. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or to indemnify and hold the other party harmless from any liability therefrom, it is the intention of the Parties that such obligation shall be deemed to be a support obligation under 11 U.S.C. §523(5) and shall not be discharged in bankruptcy as to the other party.

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, expenses and attorney's fees incurred in defending the creditor's claim.

C. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure enforcement of any of the provisions of this Agreement, the prevailing party will be entitled to a judgment for attorney's fees, costs, and other reasonable expenses incurred in prosecuting or defending said action.

D. It is understood and agreed between the Parties that this Agreement shall be introduced in the proceedings now pending in **THE GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE,** and submitted to the Court for ratification and incorporation into the Final Decree between the Parties.

E. 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 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 rights, right to take against the will of the other, inheritance, descent or

HUSBAND'S INITIALS: SOS WIFE'S INITIALS: MS

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.

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

G. It is understood and agreed between the Parties that this Agreement is entered into without undue influence, fraud, coercion, or misinterpretation, 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.

L. Wife and Husband 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 signing of this agreement, neither

HUSBAND'S INITIALS: SCS WIFE'S INITIALS: MS

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. This Agreement is a transfer of appreciated property between spouses in connection with a divorce and is not a sale or exchange of other disposition but represents a division of property by co-owners.

N. It is agreed between the Parties that each party shall be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest, threaten, harass, nor compel or endeavor to compel, the other to cohabit or dwell with him or her.

O. **No Tax Advice**. Counsel preparing this Agreement have not advised, nor will advise, the Parties as to the tax consequences, and have advised each party to seek other, independent advice as to the potential tax consequences and/or penalties of such transfer.

P. **No Real Estate Advice.** Counsel preparing this Agreement have not advised, nor will advise, the Parties as to the reasonable values of any real estate, and have advised each party to seek other, independent advice as to real estate values and issues.

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 **GENERAL SESSIONS COURT FOR WILSON COUNTY, TENNESSEE**, 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 property claims or demands arising out of the marital relationship existing between the Parties, which either party may now have or which might accrue to the either party in the future. However, in the event that a divorce is not granted to either party or the Parties reconcile, this Agreement shall be of no force and effect.

HUSBAND'S INITIALS: SCS WIFE'S INITIALS: MS

Maria Serrano
MARIA GUADALUPE SERRANO
PETITIONER/WIFE

Samuel O Serrano
SAMUEL ONÅTE SERRANO
RESPONDENT/HUSBAND

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **MARIA GUADALUPE SERRANO**, with whom I am personally acquainted and who executed the foregoing documents for the above-described purposes on this the 24th day of October, 2019.

KAREN M. JENNINGS
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires Feb 6, 2023

Notary Public
My Commission Expires: Feb 6 2023

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **SAMUEL ONÅTE SERRANO**, with whom I am personally acquainted and who executed the foregoing documents for the above-described purposes on this the 24th day of October, 2019.

KAREN M. JENNINGS
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires Feb 6, 2023

Notary Public
My Commission Expires: Feb 6, 2023

HUSBAND'S INITIALS: SAS WIFE'S INITIALS: MS

True Copy Certification

I, Tracey Boshears, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Joseph White, a notary public for this county and state, Tracey Boshears who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 4/27/2025

Notary' Seal (if on paper)

