Karen Johnson Davidson County
Batch# 804556 ORDER
02/14/2022 08:38:53 AM 12 pgs
Fees: $62.00 Taxes: $0.00
20220214-0016372

STATE OF TENNESSEE

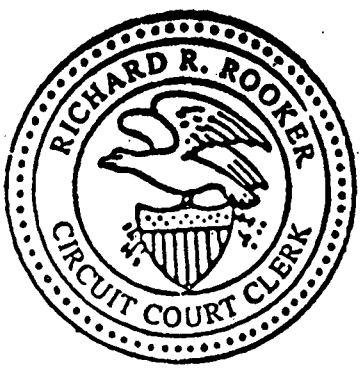
I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 04 day of FEBRUARY, 2022, in Docket Number 20D1492 between PENA-NAVA, HILDA DEL CARMEN, Plaintiff, and BARRADAS MONTERO, JOSE ANTONIO, 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 14 day of FEBRUARY in the year two thousand twenty-two and in the 245th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____
Deputy Clerk

[SEAL]



COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HILDA DEL CARMEN PENA-NAVA, **Plaintiff/Wife,**	)	
v.	)	**No. 20D1492**
JOSE ANTONIO BARRADAS MONTERO **Defendant/Husband.**	)	

FINAL ORDER ON DIVISION OF MARITAL PROPERTY

This cause came to be heard before this Honorable Court, for the Davidson County Third Circuit Court, on the 1st day of February, 2022, upon the Complaint for Divorce filed by Plaintiff/Wife, testimony of the Wife and Husband, statement of counsel for Wife, and the entire record, from all of which this Honorable Court finds as follows:

This Honorable Court reviewed the terms of the parties' Marital Dissolution Agreement, renamed Property Settlement Agreement, as the parties' divorce was resolved on fault grounds, and not on irreconcilable differences. Based on the Court's review and testimony of the parties, the Court finds the Property Settlement Agreement is fair and equitable, and makes it an order of the Court, and incorporates said agreement into this order.

IT IS THEREFORE ADJUDGED, DECREED AND ORDERED that the renamed Property Settlement Agreerment is an order of this court. It is further ordered that this Order shall be the final Order on this case for appelate purposes.

It is further Ordered that Husband shall pay remaining Court costs.

THIS THE 4th **DAY OF** February, **2022.**

JUDGE PHILLIP ROBINSON

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

APPROVED FOR ENTRY:

__s/ Michael Rivas_____
Michael Rivas, #031275
Attorney for the Wife
615 Main Street, Ste. 104A
Nashville, Tennessee 37206
615.200.8552

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been delivered to Zachary Carden by U.S. mail at 2841 Logan Street, Nashville, TN 37211 on this the 3rd day of February, 2022.

____s/ Michael Rivas_____
Michael Rivas

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

HILDA DEL CARMEN PENA-NAVA, **Plaintiff/Wife,**	)	
v.	)	**No. 20D1492**
JOSE ANTONIO BARRADAS MONTERO **Defendant/Husband.**	)	

Property Settlement Agreement MAX ETL

~~MARITAL DISSOLUTION AGREEMENT~~

This Agreement is made between Hilda Del Carmen Pena-Nava, hereinafter called "Wife", and Jose Antonio Barradas Montero, hereinafter called "Husband".

WITNESSETH:

WHEREAS The parties were married on April 4, 2014. From their marriage the parties have no minor children.

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in Davidson County, Tennessee, and they have no expectation of resuming their marital relationship; and,

WHEREAS, the parties were granted a divorce on September 15, 2021 with the matter of division of marital property reserved. It is the parties' desire to enter into an agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that said divorce action shall proceed uncontested.

The parties acknowledge that Complainant is a Tennessee resident. Neither personal service of process or service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

personal jurisdiction over the Defendant for the purpose of granting a divorce on the grounds of irreconcilable differences.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter more fully set forth, and for other good and valuable considerations, the parties agree as follows:

1. **PERSONAL PROPERTY**. The parties have heretofore divided their personal property between themselves. All furniture, furnishings, and personal effects presently in the possession of Wife shall be her sole and separate property. All furniture, furnishings, and personal effects presently in the possession of the Husband shall be his sole and separate property.

2. **DEBTS**. Husband shall pay and continue to pay all debts in his name solely that were made during the marriage and shall indemnify and hold Wife harmless on said debts. Wife shall pay and continue to pay all debts in her name solely that were made during the marriage and shall indemnify and hold Husband harmless on said debts.

3. **REAL PROPERTY.**

It is agreed by and between the parties that the parties own the real property located at 829 Reischa Ct, Nashville, TN 37211. The parties agree that Husband shall attempt to refinance the home within six months (6) of entry of this agreement which is July 12, 2022. Upon refinancing the loan on the home, Husband shall pay Wife her share of the equity in the home which is $97,200.00.

It is agreed by and between the parties that this real property shall be sold for a reasonable price if Husband is unable to refinance the loan and pay Wife her share by July 12, 2022. The net proceeds, after payment of any encumbrances, agent's fees, closing costs and the like, shall be divided as follows: Wife shall receive $97.200.00 from the sale of the home and Husband shall receive the remainder. The house shall be placed on the market on July 12, 2022, if Husband has

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

not paid Wife $97,200.00 by that date.

The parties further agree that the Wife has already vacated the property and the Husband shall have exclusive use to reside in said residence until said property is sold. Husband shall be solely responsible for all mortgage payments and upkeep thereon. Husband will assume responsibility for any and all past and future debt, expenses, and taxes associated with this real property, including, but not limited to the mortgage encumbering the same, and any and all utilities associated with said marital residence including, but not limited to, electric, gas mater, trash and cable, and will hold Wife harmless and indemnify Wife for any liability thereon. It is agreed by and between the parties that Husband shall be exclusively responsible to pay the cost of the routine maintenance of the Marital Residence. Husband shall be entitled to claim any deductions related to payment of taxes and mortgage interest on the Marital Residence for the 2022 tax year.

The parties agree to jointly choose a Realtor to list the marital residence and that Husband shall maintain the home in showable condition as well as cooperate with the Realtor to sell the home.

The parties agree to cooperate with one another in the sale of the marital residence, and choose a Lily Munoz as Realtor, and in signing any and all documents necessary to accomplish said sale. Her number is 615-686-9290. The parties agree that the marital residence shall be listed for an amount that is not less than the total of any and all mortgages, lines of credit, or other liens or debt encumbering the marital residence, Realtors fees not to exceed six-percent (6%) of the sales price, and the amount of any and all closing costs and expenses. Further, the parties agree that they shall not sell the marital residence for any amount that is less than an amount to cover the total of any and all mortgages, lines of credit, or other liens or debt encumbering the marital residence, Realtors fees not to exceed six-percent (6%) of the sales price, and the amount of any and all closing costs and expenses.

The parties agree that if there are no proceeds from the sale of the marital residence and there is a

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

deficit, the parties will be equally responsible for payment of any and all mortgages, lines of credit, or other liens or debt encumbering the marital residence, Realtors fees not to exceed six-percent (6%) of the sales price, and the amount of any and all closing costs and expenses. Wife shall reimburse Husband for 50% of any repairs that are needed in order to sell the residence from her share of the equity of the home upon presentation by Husband to Wife of all receipts or other proof of payment of expenses for repairs to the home not to exceed $1,000.00. If there is a deficit from the sale of the home the Wife agrees to directly reimburse Husband for the repairs not to exceed $1,000.00 at the closing of said property.

In the even the marital residence is not sold within two (2) months of the date listed on the open market, the parties agree that it shall be auctioned with an auction company agreed to by both parties. The parties agree that if the house is auctioned for sale, there shall be a reserve or minimum bid in the amount of any and all mortgages, lines of credit, or other liens or debt encumbering the marital residence, Realtors fees not to exceed six-percent (6%) of the sales price, Auctioneers fees, and the amount of any and all auction and closing costs and expenses. If the marital residence is not sold at auction, it shall be re-listed for sale on the open market on the terms set forth above. The parties agree that any upfront costs required by the Auctioneer prior to the auction shall be divided equally between the parties.

If the parties are unable to agree upon an Auctioneer then either of the parties may file a Motion with this Court for the court to appoint said person/company. If Husband fails to cooperate the Court is authorized to grant Wife the ability to sign on behalf of Husband to effectuate the sale of the property.

Neither party shall grant any deeds of trust conveying to any lender any interest in the Marital Residence subsequent to the date of this Agreement, or otherwise use the Marital Residence as

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

security for any loan subsequently obtained by him or her without the written consent or joinder of the other party. Nor shall either party increase any existing indebtedness on the Marital Residence pending the sale.

Wife shall have the right to a lien on the house until she received her payment and Husband will execute any documents necessary to effectuate this lien.

4. **BANK ACCOUNTS.** The parties will keep their separate bank accounts. Husband will pay Wife a sum of $7,500 from the joint bank accounts and keep the remainder of the money. Husband will make this payment within 20 days of the entry of the final decree. Wife may attach a lien on the Husband's real property until the payment is made. Husband shall execute all documents necessary to accomplish this.

5. **ALIMONY.** Neither party shall pay alimony to the other party.

6. **AUTOMOBILES.** Wife shall keep and retain the Nissan Altima. Husband shall be responsible for any indebtedness encumbering said vehicle and hold Wife harmless therefrom. Husband shall pay off the vehicle within 14 days of the entry of the final decree. Any interest of Husband in and to her vehicle is hereby divested of Husband and vested in Wife. Once paid off Husband and wife shall execute any documents necessary to change title of vehicle into Wife's name.

Husband shall keep and retain the vehicles in his possession. Husband shall be responsible for any indebtedness encumbering said vehicle and hold Wife harmless therefrom. Any interest of Wife in and to Husband's vehicle is hereby divested of Wife and vested in Husband.

7. **ATTORNEY FEES.** Husband will pay Wife a one time payment of $1,375.00 for Wife's attorneys fees.

8. **RETIREMENT.** Parties do not have any retirement accounts.

8. **BUSINESSES.** The parties begun a business during the marriage. Husband will

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

retain ownership of the business.

10. **COURT COSTS**. Any costs of court incurred as a result of the pending action for Absolute divorce have been paid, any remaining costs shall be paid by Husband.

11. **WARNING PURSUANT TO TENN. CODE ANN. § 36-4-134.** This Marital Dissolution Agreement and/or the Final Decree of Absolute Divorce 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 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 account.

12. Each of the parties shall execute, acknowledge, and deliver any and all instruments and documents in writing which shall reasonably be required for the purposes of effectuating the provisions and intent of this Marital Dissolution Agreement.

13. Subject to the provisions of this Marital Dissolution Agreement, Wife shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligations for which Husband or his estate may be or become liable. If Wife does incur such a debt, Wife shall indemnify and hold harmless Husband to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorney fees. Subject to the provisions of this Marital Dissolution Agreement, Husband shall not at any time after execution of this Marital Dissolution Agreement incur any debt or obligations for which Wife or her estate may be or become liable. If Husband does incur such a debt, Husband shall indemnify and hold harmless Wife to the full extent of the amount of the debt, including interest, expenses, legal expenses, and attorney fees.

14. Except as may otherwise be expressly provided in this Marital Dissolution Agreement, Wife and Husband hereby waive, release, renounce, relinquish, and quitclaim all claims and rights which either of them ever had, now has, or may hereafter have, to share in any capacity or to any extent whatsoever, in the property or estate of the other, whether by way of

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

'EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

statutory allowance, dower, curtsey, distribution in intestacy, right of election against the will of the other, or otherwise under the present or future laws of any jurisdiction. Except as expressly reserved to the parties in this Marital Dissolution Agreement, each party by these presents does for himself or herself and his or hers heirs, legal representatives, executors, administrators, and assigns, remise, release, and forever discharge the other of all claims, causes of action, demands, and rights, in law or equity, which either party ever had or now has against the other, except any and all causes of action for divorce.

15. In the event it becomes reasonably necessary for either party to engage in legal proceedings to procure enforcement of any provision of this Marital Dissolution Agreement, he or she shall also be entitled to a judgment for reasonable expenses incurred in prosecuting such action including, but not limited to, attorney fees and court costs.

16. The parties desire that this Marital Dissolution Agreement be incorporated as a part of any final judgment of divorce that may hereafter be entered in the Circuit Court of Davidson County, Tennessee, or in any other Court having appropriate jurisdiction of the parties, and to that end agree that it shall be submitted to the Court for its ratification and approval.

17. This Marital Dissolution Agreement constitutes the entire understanding of the parties.

There are no agreements or understandings between them, other than those agreements and understandings expressly mentioned in this Marital Dissolution Agreement. There have been no representations or warranties made by either party to the other party, or by anyone on behalf of them, other than those expressly mentioned in this Marital Dissolution Agreement. This Marital Dissolution Agreement supersedes and merges any and all prior agreements between the parties, including both oral and written prior agreements.

18. The parties understand and agree that this Marital Dissolution Agreement is entered

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

into without any undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The parties have been represented by their respective attorneys in connection with the negotiations and preparation of this Marital Dissolution Agreement. Each party acknowledges and he/she has read this Marital Dissolution Agreement, that it is fair and equitable, and that it is being entered into voluntarily. Each party agrees to abide by the provisions of this Marital Dissolution Agreement.

19. The parties acknowledge that Defendant is a Tennessee resident. Neither personal service of process or service of process by publication shall be required. The signing of this Marital Dissolution Agreement by both parties before a notary public shall be in lieu of service of process and shall constitute a general appearance before the Court which shall give the Court personal jurisdiction over the Defendant for the purpose of granting a divorce on the grounds of irreconcilable differences.

Hilda Del Carmen Pena-Nava

01/12/22
DATE

State of Tennessee
County of Davidson)

Sworn to and subscribed before me this the 12 day of January, 2022.

NOTARY PUBLIC
My commission expires: September 8, 2025

TAYLOR EZELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Jose Antonio Barradas Montero

1/12/22
DATE

State of Tennessee
County of Davidson)

Sworn to and subscribed before me this the 12th day of January, 2022.

NOTARY PUBLIC
My commission expires: 5/9/23

DIVYESH R. GOPAL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EFILED 01/12/22 04:15 PM CASE NO. 20D1492 Richard R. Rooker, Clerk

COPY

*EFILED 02/04/22 08:28 AM CASE NO. 20D1492 Richard R. Rooker, Clerk

Jose Antonio Barrada Montero

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above County and State, the above-named **Jose Antonio Barrada Montero,** with whom I am personally acquainted or otherwise provided satisfactory identification and who executed the foregoing document for the above-described purposes on this the 1 day of February, 2022.

Notary Public

My Commission Expires: 09-02-2024

CHRISTENAH A. HAEFNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY