LODGED
SEP 01 2021

IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE,
AT LEBANON

ENTERED
AT 9:00 AM
SEP 02 2021

NATIVIDAD VILLALUNA,	)	
	)	
Petitioner/Wife,	)	
	)	
v.	)	Docket No. 2021-CV-104
	)	
MEDARDO VILLALUNA,	)	
	)	
Respondent/Husband.	)	

FINAL DECREE OF DIVORCE

This cause came to be heard before the Court on the 2nd day of September, 2021, before the Honorable C.K. Smith, Chancellor, holding the Chancery Court for Wilson County, Tennessee, at Lebanon, upon the sworn Complaint for Divorce filed on April 19, 2021; upon the Marital Dissolution Agreement filed on April 19, 2021; upon the Joint Affidavit of the Parties; upon the statements of counsel in the Attorney's Affidavit filed with the Court; and upon the entire record in this cause, from all of which the Court finds the allegations of the Complaint are sustained by the proof in this cause; that is, that the Parties have experienced Irreconcilable Differences as defined in Tenn. Code Ann. § 36-4-101(a)(14). The Court further finds that the Marital Dissolution Agreement, wherein Respondent acknowledged service of process and waived the right to file an Answer or other responsive pleading in this cause, makes adequate and sufficient provision for the equitable settlement of any and all property rights between the Parties, and should be and is approved and incorporated herein verbatim. Said Marital Dissolution Agreement is in words and figures as follows:

Karen Johnson Davidson County
Batch# 811983 DEEDDIV
02/25/2022 01:49:06 PM 12 pgs
Fees: $62.00 Taxes: $0.00
20220225-0021798

**IN THE CHANCERY COURT FOR WILSON COUNTY, TENNESSEE,
AT LEBANON**

NATIVIDAD VILLALUNA,
Petitioner/Wife,

v.

MEDARDO VILLALUNA,
Respondent/Husband.

DOCKET#: 2021CV104

FILED
A.M. APR 19 2021 P.M.
12:00
MILLIE SLOAN, CLERK & MASTER
CHANCERY COURT WILSON CO., TN

MARITAL DISSOLUTION AGREEMENT

THIS MARITAL DISSOLUTION AGREEMENT (hereinafter, the "Agreement"), is made and entered into by and between NATIVIDAD VILLALUNA, (hereinafter, "Wife"), and MEDARDO VILLALUNA, (hereinafter, "Husband"), (collectively, the "Parties").

WHEREAS, the Parties wed on March 27, 2009, in Nashville, Tennessee, and separated on March 9, 2018; and

WHEREAS, NO MINOR CHILDREN have been born of this union; and

WHEREAS, certain difficulties and differences have arisen between the Parties and a divorce action, in which irreconcilable differences will be alleged as grounds for divorce, has been or will be instituted in the Chancery Court for Wilson County, Tennessee at Lebanon, (hereinafter, the "Court"), and the Parties have no expectation of resuming their marital relationship; and

WHEREAS, it is agreed that this Agreement shall be introduced in the divorce action filed in the Court, known by the Docket number above written, and that the same shall be submitted to

Husband's Initials: MW

Wife's Initials:

the Court for ratification and incorporation into the anticipated Final Decree of Divorce. It is further agreed that per Section 14 ***each of the Parties waives any challenges to the laying of venue in the Court***, and per Section 15 ***each further waives service of process*** as well as filing petitions, motions and other documents to the Complaint which has been filed and pending or will be filed and pending in the Court, and further agrees that signatures to this Agreement shall constitute sufficient waiver of challenges to venue as well as sufficient personal service of process to proceed on the grounds of irreconcilable differences; and

WHEREAS, the Parties desire to enter into this Agreement with regard to their respective rights and obligations arising out of their marital relationship in an amicable and mutually acceptable manner, such that the divorce will proceed uncontested; and

WHEREAS, Wife is represented by Gopal & Pedigo Law Group, P.C., attorneys at law, and Husband has either obtained his own independent legal advice or has waived the same and is not relying upon the advice or services of Gopal & Pedigo Law Group, P.C., for the decision whether to discuss this matter or to sign any documents, and fully of his own volition believes this Agreement equitably and fairly settles divorce and related property matters between the Parties;

NOW, THEREFORE, in consideration of their mutual promises, covenants and understandings, hereinafter more fully set forth, the Parties agree as follows:

1. **Real Estate.** The Parties jointly own real property located in Davidson County, Tennessee, purchased on 11/12/2014 for $141,900, and located at 2922 Twin Lawn Drive, Nashville, Tennessee, 37214, said purchase being documented by Warranty Deed recorded on 11/14/2014 as Instrument No. 20141114-0105473 with the Register's Office for Davidson County, Tennessee, wherein said real property is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 747 on the Plan of Cloverhill, Section No. IX of record in Book 2331, page 44,

Husband's Initials: MV

Wife's Initials:

Register's Office for said County, to which Plan reference is made for a complete description.

Being the same property conveyed to Mihaela E. George by Warranty Deed from The Bank of new York Mellon Trust Company, National Association fka The Bank of New York Trust Company, NA, as successor to JP Morgan Chase Bank, NA, as Trustee for RAMP 2006-RSI dated May 15, 2013 and recorded May 16, 2013 of record in Doc. No 20130516-0049579, Register's Office for Davidson County, Tennessee. By Quitclaim Deed of record in Doc. No. 20130516-0049579, said Register's Office, subject property was conveyed to Mihaela E. George and husband, Marin George.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to: Taxes 2015, and subsequent years; The Plan, with Owner's Certificate, of record in Book 2331, page 44, said Register's Office, which Plan shows a 60, foot minimum building setback line from Twin Lawn Drive, a 10 foot easement for public utility purposes along the rear line of said lot and a 2.5 by 20 foot utility anchor easement located on the northeasterly front corner of said Lot.

This is improved property, known as 2922 Twin Lawn Drive, Nashville, TN 37214.

Said Instrument No. 20141114-0105473 with the Register's Office for Davidson County, Tennessee, is attached hereto as ***Exhibit A***. The Wife is awarded said real property, and all rights, titles, and interests in the real property will be vested in Wife and divested out of the Husband. The remaining Debt on the real property, held by Freedom Mortgage, located at P.O. Box 619063 Dallas, TX 75261, with loan account number ended in 4184, shall be assumed by Wife, and Wife shall hold Husband harmless thereon.

2. **Personal Property.** The Wife is awarded all the personal property which is in her possession at this time. The Husband is awarded all the property which is in his possession at this time. It is further agreed that all rights, titles, and interests in those items of personal

Husband's Initials: MV

Wife's Initials:

property which have been listed shall be vested in the party in possession and divested from the other. Any debts, if any, accompanying any of those said items of property shall be the sole responsibility and obligation of the recipient those items.

3. **Automobiles.** The Parties possess two automobiles which are described as follows and shall be distributed among them in the following manner:

> One **2016 Nissan Rogue**, currently titled in Wife's name and with approximately $4,978.26 of outstanding debt held by Nissan Motor Acceptance Corporation, shall be the property of Wife and all rights, titles, and interests in this automobile shall be vested in Wife and divested out of Husband, and any and all remaining debt shall likewise remain the debt of Wife to the exclusion of Husband, and Wife shall hold Husband harmless thereon.
>
> One**2015 Nissan Frontier**, currently titled in Husband's name and with no outstanding debt, shall be the property of Husband and all rights, titles, and interests in this automobile shall be vested in Husband and divested out of Wife.
>
> **CREDITOR NOTICE**: Per Tenn. Code Ann. § 36-4-134, you are hereby notified that this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party's property, even though the party is not responsible under the terms of this Final Decree for any 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.

4. **Car Insurance.** The Parties shall each pay and maintain the costs of their own car insurance coverage, if any, for any automobiles, if any.

5. **Retirement Accounts.** The Parties agree to forgo discovery of one another's retirement accounts. Each is aware the other has a retirement account. However, the Parties agree that Wife shall retain any and all individual retirement plan accounts free and clear of the Husband's interest, and that Husband shall retain any and all individual retirement plan accounts free and clear of the Wife's interest.

6. **Debts.** The Parties have no joint debts together in their joint names, and further do not have

Husband's Initials: MW

Wife's Initials:

any personal debts. Should either of the Parties sign this document, this document shall serve as evidence of either's intent to hold the other harmless and defendant against any debt not indicated here and which exists in contravention of the express representation made in this paragraph, including but limited to any credit cards, loans, mortgages, or other debts, which are held individually or with other third parties.

> **CREDITOR NOTICE**: Per Tenn. Code Ann. § 36-4-134, you are hereby notified that this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party's property, even though the party is not responsible under the terms of this Final Decree for any 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.

7. **Bank Accounts.** The Parties have no joint bank account and neither is an authorized user of the other's individual accounts, and each shall retain any individual accounts and funds contained therein in his or her sole name, free and clear of the other.

8. **Household Furniture, Furnishings, and Other Personal Property.** The Parties agree that they have heretofore divided all articles of household furniture, furnishings, and other personal property which they may own to their satisfaction, and all right, title and interest in such personal property is vested in each respective party in accordance with their agreement.

9. **Spousal Support**. The Parties fully relinquish any and all claims of alimony against one another, whether *pendente lite*, *in solido*, or *in future*.

10. **Additional Instruments.** It is understood and agreed between the Parties, as part of the consideration of the execution of this Agreement, that each of the Parties shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

Husband's Initials: MW

Wife's Initials:

11. **Attorney's Fees.** Each of the Parties shall pay their own respective attorney's fees.

12. **Court Costs.** Any costs of the Court incurred as a result of the pending action shall be paid by Wife.

13. **Enforcement Provision.** The Parties agree that, should any further action in any court be required to enforce the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorney fees, expenses and court costs in pursuing enforcement of this Agreement.

14. **Waiver of Venue.** Each of the Parties agrees to waive any challenges to the laying of venue in the Chancery Court for Wilson County, Tennessee at Lebanon, knowing fully that raising such challenges could result in the action being transferred to a different county or court. Each of the Parties agrees expressly and mutually that the Chancery Court for Wilson County, Tennessee at Lebanon, is the most convenient forum for the resolution of this matter.

15. **Waiver of Service.** Wife hereby waives further service of process and waives filing an answer in this cause with the signing of this Agreement and its submission to the Court as an expression of fair and equitable property settlement in an uncontested and agreed divorce on the grounds of irreconcilable differences. Wife is aware that this waiver is valid for one hundred eighty (180) days from the date that the last party signs the Agreement. Wife is aware that the signing of this Agreement shall be in lieu of service of process for the period such waiver is valid and shall constitute a general appearance before the Court which will grant the Court personal jurisdiction over him and constitute a default judgment for the purpose of obtaining a divorce on the grounds of irreconcilable differences.

16. **Non-dischargeability.** With respect to each of the Parties' responsibilities for payment of

Husband's Initials: MW

Wife's Initials:

certain debts and liabilities, and his or her obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being part of the final financial support settlement for both of the Parties.

> **CREDITOR NOTICE**: Per Tenn. Code Ann. § 36-4-134, you are hereby notified that this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a party's property, even though the party is not responsible under the terms of this Final Decree for any 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.

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

18. **Modification.** A modification or waiver by the Parties of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, and approved by the Court, if such approval is required. Failure of either Wife or Husband to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or any subsequent default of the same or similar nature.

19. **Account and Debt Disclosure.** The Parties affirm that they have made a full disclosure to one another concerning all assets and debts owned or owed either jointly or individually.

20. **Incorporation in Final Decree.** The Parties mutually desire that this Agreement be incorporated into any Final Decree of Divorce that may hereafter be entered in the Court, and that the same shall be submitted to the Court for ratification and approval.

21. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties.

Husband's Initials: MW

Wife's Initials:

This Agreement supersedes any and all prior agreements that may have existed between them. There are no representations or warranties other than those expressly herein set forth. It is further understood and agreed by and between the Parties that this Agreement is entered into without any undue influence, fraud, duress, coercion, or misrepresentation or for any reason not herein stated. Each of the Parties acknowledges that they have read this Agreement in its entirety, that it is fair and equitable, and that it is being entered into voluntarily. Each further agrees to abide by the provisions of this Agreement.

This Portion Left Blank Intentionally.

Signature pages follow.

Husband's Initials: MV

Wife's Initials:

WITNESS OUR HANDS HERETO on the day and date written below:

Natividad N. Villaluna 4/6/21

NATIVIDAD VILLALUNA, Petitioner/Wife. Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a notary public in and for said jurisdiction, the within named, NATIVIDAD VILLALUNA, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, this 6th day of March, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: May 2, 2022

DEONTAE HUTCHINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

M. Villa 4/6/21

MEDARDO VILLALUNA, Respondent/Husband. Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a notary public in and for said state and county, the within named, MEDARDO VILLALUNA, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, this 6th day of March, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: May 2, 2022

DEONTAE HUTCHINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Husband's Initials: MV Wife's Initials:

It is therefore ORDERED, ADJUDGED, and DECREED, that the Petitioner/Wife, NATIVIDAD VILLALUNA, is awarded an absolute divorce from the Respondent/Husband, MEDARDO VILLALUNA, on the grounds of Irreconcilable Differences as defined in Tenn. Code Ann. § 36-4-101(a)(14), and the Parties are hereby restored to all rights and privileges of unmarried persons.

It is further ORDERED, ADJUDGED, and DECREED, that the Marital Dissolution Agreement is a fair and equitable settlement of any and all property rights between the Parties, and should be and is hereby approved by the Court and incorporated herein.

It is further ORDERED, ADJUDGED, and DECREED, that any unpaid costs of this cause shall be paid by the Petitioner/Wife, as set forth in Section 12 of the Marital Dissolution Agreement, for which execution may issue if necessary to enforce this Final Decree of Divorce. For the purposes of enforcement of this Final Decree of Divorce, the current addresses of the Parties are as follows:

Wife:	2922 Twin Lawn Drive Nashville, 37214	Husband:	2131 Elm Hill Pike Apartment D-83 Nashville, TN 37210

CREDITOR NOTICE

Per Tenn. Code Ann. § 36-4-134, the Parties hereby are notified that this Final Decree of Divorce does not necessarily affect the ability of a creditor to proceed against a Party's property, even though the Party is not responsible under the terms of this Final Decree for any 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.

It is further ORDERED, ADJUDGED, and DECREED, that the Petitioner/Wife's name shall be restored to her maiden name of NATIVIDAD NALUZ.

So ORDERED and ENTERED on this 2nd day of Sept, 2021.

C.K. Smith

The Honorable C.K. Smith

CHANCERY COURT OF WILSON COUNTY, TENN. LEBANON

Approved for Entry:

Zachary Carden, #036752
Attorney for Petitioner/Wife
2841 Logan Street
Nashville, Tennessee 37211
Phone: (615) 200-8472
zach@gopallawgroup.com

STATE OF TENNESSEE, COUNTY OF WILSON
I hereby certify the foregoing to be a true and perfect copy of the original instrument on file in this case.

8th day of September, 2021
MILLIE SLOAN, CLERK & MASTER
D. C&M

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing Final Decree of Divorce was mailed to Respondent/Husband, MEDARDO VILLALUNA, at his residence of 2131 Elm Hill Pike, Apartment D-83, Nashville, TN 37210, on this, the 1st day of September, 2021.

Zachary Carden, #036752