EFILED 11/09/22 10:57 AM CASE NO. 22D221 Joseph P. Day, Clerk

IN THE CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, AT NASHVILLE, DAVIDSON COUNTY
THIRD CIRCUIT

KATHY SILVA MOCTEZUMA,
Plaintiff/Wife,

v.

JUAN CARLOS MOCTEZUMA,
Defendant/Husband.

DOCKET NO: 22D221

Karen Johnson Davidson County
Batch# 964448 DEEDDIV
01/25/2023 02:29:22 PM 19 pgs
Fees: $97.00 Taxes: $0.00
20230125-0005754

FINAL DECREE

This cause was heard on the 9th day of November 2022, before the Honorable Phillip Robinson, Circuit Judge, on the complaint for divorce filed by the Wife on February 14, 2022 and the marital dissolution agreement executed by the parties and filed with this Court on October 14, 2022. From the pleadings, the testimony of Wife, statements of counsel, and the record as a whole, the Court affirmatively finds that the allegations of Wife's complaint are sustained by the proof, as there exist irreconcilable differences between the parties that entitle Wife to an absolute divorce on such grounds. The Court further finds that there are no minor children of this marriage; that the marital dissolution agreement makes adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties; that the marital dissolution agreement should be approved and incorporated into this final decree as of set out in full within its body. The Court finds that Husband's current mailing address is 905 Brentridge Place, Antioch, TN 37013 and Wife's current mailing address is 2949 Anderson Rd, Nashville, TN 37217. The Court also finds that the parties filed the required notice concerning medical insurance, pursuant to T.C.A. §56-

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7-2366. It further appears that Husband stipulates to the adequacy of service of process and the jurisdiction of this court.

The marital dissolution agreement is as follows:

(Remainder of page intentionally left blank)

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N THE THIRD CIRCUIT COURT FOR THE STATE OF TENNESSEE
20TH JUDICIAL DISTRICT, AT NASHVILLE, DAVIDSON COUNTY

KATHY SILVA MOCTEZUMA, **Plaintiff/Wife,**	)	
	)	**DOCKET NO: 22D221**
v.	)	
JUAN CARLOS MOCTEZUMA, **Defendant/Husband.**	)	

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is made between KATHY SILVA MOCTEZUMA ("Wife") and JUAN CARLOS MOCTEZUMA ("Husband").

STIPULATIONS

1. The parties were married on February 14, 2017 in Nashville, Tennessee, and separated on February 14, 2022 in Nashville, Tennessee, Davidson County; and

2. The parties have irreconcilable differences, and a complaint for divorce was filed by Wife on February 14, 2022 and assigned to the Third Circuit Court for Davidson County, Tennessee, under Docket Number 22D221; and

3. The statistical information contained in the complaint for divorce is complete and accurate.

4. Husband agrees that Wife shall promptly request the Court to award her an absolute divorce on the grounds of irreconcilable differences and he further acknowledges the sufficiency of service of process and acknowledges the jurisdiction of the Court; and

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5. The parties intend, to the extent they are able without the approval of the Court, to amicably settle their differences related to all property rights, support obligations, and payment of debts. They further intend that this agreement is a contract that will be effective with respect to all of the property and all other matters related to their divorce; and

6. This agreement makes full, adequate, and equitable provision for the distribution of the marital property and debts of the parties; and

NOW, in consideration of the mutual promises and responsibilities set out below, and for other valuable consideration, the parties agree as follows:

I. PROCEDURAL MATTERS

1. SERVICE OF PROCESS: Wife filed a complaint for divorce on the grounds of irreconcilable differences. Husband acknowledges actual and sufficient service of process and waives the right to file a responsive pleading.

2. JURISDICTION AND VENUE: By signing this agreement both parties waive any possible objection to the personal and subject matter jurisdiction of the Third Circuit Court for the 20th Judicial District of Tennessee, and affirmatively submit themselves to its jurisdiction. Likewise, they agree the Court is a proper venue to hear their case as they lived for more than six months prior to their separation in Davidson County.

3. SIGNIFICANCE OF THIS AGREEMENT: By signing this agreement, the parties acknowledge that they understand it is a binding contract between them and it

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shall be presented to the Court to be incorporated and merged into the final decree of divorce at which time it will become an order of the Court.

4. DISCOVERY AND DISCLOSURE: The parties affirm that to the best of their knowledge 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 further affirm that they fully disclosed to each other of all assets in which they have an interest and warrant that the individual values placed upon the assets are a good faith and accurate representation of the value of the asset. By signing this agreement, each party indicates they do not want to proceed with additional discovery of assets and liabilities, or to more formally value any asset. The parties further release their counsel, if any, from any obligation to complete additional discovery.

II. CHILDREN

1. There are no children born of this marriage.

III. DIVISION OF PROPERTY AND DEBTS, AND SUPPORT

1. REAL PROPERTY: 2949 Anderson Road, Nashville TN 37217. Wife separately owns the property located at 2949 Anderson Road, Nashville TN 37217. The promissory note was signed by Wife alone, and the property is titled solely in Wife's name. A more complete description of the property is contained in Exhibit A to this agreement. Husband acknowledges the property is Wife's separate property, and he signed a Quitclaim deed in June of 2018 transferring his interest in the property to Wife, which Wife recorded in January of 2019. Any right Husband may have in the property

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as a result of the marriage is hereby vested out of him and the property is awarded to Wife as her sole and separate property, free and clear of any claim by the Husband.

2. VEHICLES: The parties do not own any automobiles or other motor vehicles jointly.

(A) Husband shall maintain as his sole and separate property the vehicles that are currently in his possession and titled in his name. Wife is divested of any interest in and to said vehicles. The vehicles are not security for any debt.

(B) Wife shall have and own, as her sole and separate property the vehicles that are currently in her possession and titled in her name. Husband is divested of any interest in and to said vehicles. The vehicles are not security for any debt.

(C) Each party shall be solely and separately responsible for obtaining car insurance, as well as the cost of the same, with respect to his or her vehicles and shall hold the other party harmless and indemnify the other thereon as of the date each party executes this Agreement forward.

3. DEBTS:

(A) The parties have no joint debt, and each shall be solely responsible for all debts incurred in their name, on their behalf, or guaranteed by them.

(B) Wife agrees to and shall indemnify and hold Husband harmless from all liability associated with any credit cards held in her name. Any other debt held in Wife's sole name shall be her separate liability, and she shall indemnify Husband from all liability associated with the same.

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(C) Husband agrees to and shall indemnify and hold Wife harmless from all liability associated with any credit cards held in his name. Any other debt held in Husband's sole name shall be his separate liability, and he shall indemnify Wife from all liability associated with the same.

(D) **T.C.A. § 36-4-134 NOTICE**. The parties acknowledge that pursuant to T.C.A. § 36-4-134, the granting of a final decree of divorce 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, and that it may be in a party's best interest to cancel, close or freeze any jointly held accounts.

(E) In the event a creditor of either party seeks to make the other party pay any debt for which that party is not responsible, either by law, contract, or by the terms of this agreement, the party against whom the 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.

(F) Each party contracts with the other that from this date forward, neither will incur any debt using the credit of the other and that if either shall be compelled to pay any debt incurred in the future by the other, or current debt, other than in the manner described in this agreement, then the party for whose benefit such payments shall be made will indemnify the other to the full extent of the amount paid, plus interest and legal expenses, including but not limited to attorney fees.

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4. FURNITURE AND PERSONAL ITEMS:

(A) The parties have divided all of their personal property to their satisfaction and each shall be entitled to the personal property now in their possession or control.

5. SUPPORT: Both parties forever waive any claim they may have to any class of spousal support under T.C.A. § 36-5-121 or other spousal support statute of Tennessee or any other jurisdiction.

6. LIFE INSURANCE: Any life insurance policy that may be held in the name of either Party individually shall be awarded as the separate property of the Party in whose name it is titled.

7. RETIREMENT ACCOUNTS:

(A) Wife shall receive all right, title and interest in her Torrance Community Credit Union IRA accounts ending in #997-20 and #997-21, titled to Kathy Silva Moctezuma, free and clear of any claim from the Husband.

(B) Husband has no retirement accounts.

8. BANK ACCOUNTS: At the time this agreement is signed, the parties have no joint bank accounts. The parties waive all interest they may have as a result of marriage in the separate personal or business accounts of the other. The parties warrant that they have no accounts not distributed pursuant to this agreement. The parties further warrant that they are satisfied with the present distribution of said bank accounts and further warrant that all accounts they have an interest in have been disclosed to the other party.

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9. SEPARATE PROPERTY: All interest that Husband has in the separate property belonging to Wife is divested from Husband and is vested solely in Wife, free and clear of any claims by Husband. All interest that Wife has in the separate property belonging to Husband is divested from Wife and vested solely in Husband, free and clear of any claims by Wife.

11. BUSINESS INTEREST: The parties have no joint business interests and each waives any claim he or she may have in the business interests of the other as a result of their marriage.

IV. GENERAL PROVISIONS

1. MEDICAL INSURANCE: Each of the parties shall be responsible for securing and maintaining his or her own major medical and hospitalization insurance. Said Parties shall fully indemnify each other on the same, including but not limited to reasonable attorneys' fees to enforce this provision. Neither husband nor wife is insured under the health care policy of the other party, and, therefore T.C.A. § 56-7-2366, does not apply in this case.

2. INCOME TAX: The parties filed separate tax returns for tax years 2020 and 2021. Each will continue to be responsible for his or her own tax returns going forward.

(A) If, in connection with any federal income tax return previously filed or filed after this agreement 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.

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It is further agreed that each party shall be liable for any taxes, including interest and penalties, assessed with respect to his or her income generated between tax years 2017 and 2022. If a tax penalty or other fee is assessed to either or both of the parties from tax years during their marriage, the party whose income generated the penalty or other fee shall be responsible for payment of the same and shall indemnify and hold the other party harmless for any liability for the same.

3. REPRESENTATION, ATTORNEY'S FEES, MEDIATION FEES: Wife is represented by Irwin J. Kuhn of McCracken-Kuhn, PLLC. Husband elects to proceed *pro se* and stipulates he has received no legal advice from Wife's counsel, and he waives any right to claim in the future that this Agreement is invalid because he was unrepresented when it was entered.

4. COURT COSTS: Any remaining court costs related to this matter shall be the responsibility of Husband.

5. NO REAL ESTATE OR TAX ADVICE. Both parties acknowledge that neither of them is relying on any tax advice from Wife's attorney in this matter and that Wife's attorney has expressed no expertise regarding real estate law or the tax ramifications or tax consequences arising out of their Agreement.

6. NECESSARY DOCUMENTS: Each of the parties will execute and deliver to the other party any documents that may reasonably be required to carry out the terms of this agreement and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall

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constitute an actual grant, assignment, and/or conveyance of property and rights with such force and effect, as shall be necessary to carry out the terms of this agreement.

7. AGREEMENT BINDING: This agreement is a binding contract. When this agreement is approved by the Court in which it is pending, the agreement shall be incorporated into a final decree of divorce and become an order of the Court.

8. INTEGRATION: This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants, or binding agreements other than those expressly set forth.

9. MODIFICATION AND WAIVER: No modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement. No waiver of any breach or default shall be deemed a waiver of any other breach or default.

10. FULL AND FINAL SETTLEMENT: The parties accept the provisions of this agreement in full and final settlement of all claims and rights which either of them had or may now have against the other party with respect to alimony, maintenance and support. Both Husband and Wife forever release all claims or rights upon the death of the other to homestead, inheritance, one-year support, and all other rights to take from the estate of the other arising by law as a result of their marriage, except as provided for in this agreement.

11. REVOCATION OF DOCUMENTS. The parties agree that, except as provided by the terms of this agreement, all documents previously executed by either party that designate the other party as a beneficiary are hereby revoked. Such

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documents include, but shall not be limited to, wills, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither party shall receive any proceeds as a beneficiary of the other party after execution of this agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is subsequently executed designating the other party as a beneficiary. The parties acknowledge that it may be necessary to take affirmative steps to remove the other as beneficiary of said instruments.

12. VOLUNTARY AGREEMENT: It is further acknowledged by both of the parties that this settlement agreement is entered into without any undue influence, fraud, coercion, or misrepresentation. Each party acknowledges that this agreement is fair and equitable and that it is being entered into voluntarily.

13. SEVERABILITY: In the event any provision of this agreement shall be determined to be invalid by a Court of competent jurisdiction, that provision shall not affect the other provisions of this agreement, such provisions are severable.

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

15. NO INTERFERENCE: It is agreed by the parties that each party shall be free from interference, authority, and control, direct or indirect by the other. 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.

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16. RELEASE OF TORTIOUS LIABILITY: The parties waive the right to assert claims and/or seeking damages against the other party for torts committed during the marriage. By signing this Agreement, each party forever releases the other from any such liability.

17. CHOICE OF LAW: This agreement shall be construed and governed in accordance with the laws of the State of Tennessee.

18. WIFE'S FORMER NAME: Wife shall be restored to her maiden name, Kathy Roxana Silva.

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IN WITNESS WHEREOF, the parties have set their signatures.

KATHY SILVA MOCTEZUMA

10/5/2022
Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named KATHY SILVA MOCTEZUMA, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that she executed the foregoing agreement for the purposes therein contained.

WITNESS my hand and official seal, this 5 day of October 2022.

Notary Public

My Commission Expires: 12/19/2023

KARLA DIETRICH NOTARY PUBLIC STATE OF TENNESSEE RUTHERFORD COUNTY

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JUAN CARLOS MOCTEZUMA

10/5/2022
Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the aforesaid State and County, the within named JUAN CARLOS MOCTEZUMA, with whom I am personally acquainted (or upon sufficient evidence provided), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 5th day of October 2022.

Notary Public

My Commission Expires: 9/8/25

VICKI S. WILBANKS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 08, 2025

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EXHIBIT A

PROPERTY ADDRESS: 2949 Anderson Rd, Nashville, Tennessee 37217

MAP AND PARCEL NO.: 150-05-0-073.00

PROPERTY PHYSICAL DESCRIPTION:

LAND in Davidson County, Tennessee being Lot 377 on the Plan of Forest View Park, Section 2 of record in Plat Book 3842, Page 238, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Kathy SILVA Moctezuma, as an individual sole owner, by Quitclaim Deed from Kathy Moctezuma and Juan Carlos Moctezuma, as tenants in common, dated June 15, 2018, recorded on January 29, 2019, of record in Instrument No. 20190129-0008395, Register's Office for Davidson County, Tennessee.

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It is, therefore, **ORDERED, ADJUDGED, and DECREED** that the Wife, KATHY S. MOCTEZUMA is hereby awarded an absolute divorce from the Husband, JUAN CARLOS MOCTEZUMA, on the grounds of irreconcilable differences, T.C.A. §36-4-101(14), and the parties are hereby restored to all rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED and DECREED** that all provisions of said marital dissolution agreement are hereby approved and made the judgment of this Court and incorporated into this final decree of divorce as if set out in full.

It is further **ORDERED, ADJUDGED and DECREED** that Wife shall be restored to her maiden name of KATHY ROXANA SILVA.

It is further **ORDERED, ADJUDGED and DECREED** that any remaining costs of this cause shall be the responsibility of husband, for which execution may issue if necessary.

It is further **ORDERED, ADJUDGED and DECREED** that execution may issue to enforce any of the provisions of this decree.

ENTER this 9th day of November, 2022.

HON. PHILLIP R. ROBINSON
CIRCUIT JUDGE

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PREPARED FOR ENTRY:

/s/ Irwin J. Kuhn

IRWIN J. KUHN, BPR # 11030
Attorney for Wife
McCracken-Kuhn, PLLC
4501 Charlotte Ave, #90743
Nashville, TN 37209
(615) 669-6859, Ext 104
Kuhn@McCracken.Law

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of November 2022, a true and exact copy of the foregoing has been forwarded via U.S. Postal Service First Class Mail, or electronic mail to the following person:

Juan Carlos Moctezuma
905 Brentridge Place
Antioch, TN 37013
jcmoctezuma20@gmail.com

/s/ Irwin J. Kuhn

Irwin J. Kuhn, #011030

STATE OF TENNESSEE

I, JOSEPH P. DAY, 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 09 day of NOVEMBER, 2022, in Docket Number 22D221 between MOCTEZUMA, KATHY SILVA, Plaintiff, and MOCTEZUMA, JUAN CARLOS, Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 17 day of NOVEMBER in the year two thousand twenty-two and in the 246th year of American Independence.

JOSEPH P. DAY, Clerk,

By: M Defour
Deputy Clerk

JOSEPH P. DAY SEAL CIRCUIT COURT CLERK