IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SUZANNE LUCAS DETTEN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 96D-2565
	)	
LINK DETTEN,	)	
	)	
Defendant.	)	

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FINAL DECREE

This cause came on to be heard on the 12 day of November, 1996, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff, on the grounds of Irreconcilable Differences.

Based upon a review of the record as a whole, the Court finds that the parties have suffered irreconcilable differences; It is Therefore

ORDERED, ADJUDGED, and DECREED that the Plaintiff, Suzanne Lucas Detten, whose address is 513 Barclay Square Court, Antioch, Tennessee 37013, is hereby awarded an absolute divorce from the Defendant, Link Detten, whose present address is 920 Glastonbury Road, Nashville, Tennessee 37217, on the grounds of irreconcilable differences, T.C.A. §36-4-103(b), and the Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties. The Court hereby approves the Marital Dissolution Agreement pursuant to T.C.A. §36-4-103(b). The parties have entered into a Marital Dissolution Agreement which is as follows:

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IDENTIF. ↑ REFERENCE

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DAVIDSON COUNTY, TN.

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IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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SUZANNE LUCAS DETTEN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 96D-2565
	)	
LINK DETTEN,	)	
	)	
Defendant.	)	

BOOK 10261 PG 479

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT made and entered into by and between Suzanne Lucas Detten (hereinafter referred to as "Wife"), and Link Detten (hereinafter referred to as "Husband") (Docket No. 96D-2565).

WHEREAS certain difficulties have arisen between the parties which have caused them to determine that they can no longer continue the marriage relation, and it is the desire of both parties to finally and for all time determine and settle their property rights, all rights of support, maintenance and alimony, all dower and homestead rights, together with any and all other rights existing between the parties growing out of their marital relationship;

NOW THEREFORE, for and in consideration of the mutual promises herein made and the acts to be performed, the parties agree as follows:

1. REAL PROPERTY. Wife purchased the real property at 513 Barclay Square Court, Antioch, TN, in her name only. The Wife shall retain possession of the real property, along with the entire indebtedness thereon to First American in the amount of $663.00 per month and shall hold the Husband harmless therefrom. The Husband is divested of any right, title, or interest he may have to the following property, which is hereby vested in the Wife:

> Land in Davidson County, Tenessee, being Lot No. 65 on the Plan of Barclay Square Section III, of record in Book 4675, page 154, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Ronald Coursey, unmarried, by deed from Robert L. Mathis and wife, Carolyn H. Mathis, of record in Book 6970, page 43, said Register's Office. Ronald Coursey and Mary S. Coursey have since married. Mary S. Coursey has Quitclaimed any interest she may have in subject property by Quitclaim Deed from Mary S. Coursey to Ronald G. Coursey of record in Book 9990, page 156, said Register's Office. The said Ronald Coursey and Ronald G. Coursey are one and the same person.

This conveyance is subject to restrictions of record in Book 4872, page 490, and any and all other easements and restrictions of record.

2. PERSONAL PROPERTY. The Wife shall retain the Panasonic television, the stereo system she owned prior to the marriage, and all of the crystal and all of the wedding gifts which were received from her family and friends. The Wife shall receive the Schnauzer, Lukather.

The Husband shall receive the household furnishings which were his prior to the marriage.

3. DEBTS. The parties aver that they have one joint debt between them, which is in the amount of $1,105.50 from an apartment complex where a lease was broken. The parties agree that they shall divide the obligation of $1,105.50 equally and that each party shall be responsible for $552.75. The parties also agree that if the case goes to collection and attorney's fees and court costs are added to the $1,105.50, they shall divide those expenses equally.

The Husband acknowledges that he has an Internal Revenue Service debt in the approximate amount of $15,000.00 plus penalties and interest which he incurred in 1991, which was prior to the marriage of the parties. The Husband shall be responsible to the Internal Revenue Service for that indebtedness plus any penalties and interests which are due on the debt. The Husband agrees that he shall reimburse the Wife in the event that the Internal Revenue Service withholds any future income tax refunds due her, garnishes her wages, or collects any of that amount from her in any fashion.

Any remaining debts are individual debts titled in either the Wife's name or the Husband's name. The Wife shall be responsible for all debts which are in her name only. The Husband shall be responsible for all debts which are in his name only.

Each party is mutually restrained and enjoined from incurring any new debt in the other spouse's name.

4. VEHICLES/INSURANCE/TITLES. The Wife shall retain any interest she may have in the 1991 Honda Prelude which was a college graduation present and is titled in her mother's name. The Wife shall be responsible for any indebtedness thereon, if any.

Husband shall retain whatever interest he has in the 1994 Saturn automobile which is leased in his name only. The Husband shall hold the Wife harmless from any responsibility thereof.

Each party shall be responsible for his or her policy of collision and/or liability insurance.

5. ACCOUNTS. Each party shall receive the cash accounts held in their individual names.

6. The wife shall be restored to her previous maiden name of Lucas.

7. ATTORNEY'S FEES AND COURT COSTS. Wife shall be responsible for attorney's fees to her attorney, Martha C. Wherry. The Husband shall be responsible for his attorney's fees to his attorney. Wife shall be responsible for court costs for which execution may issue if necessary.

8. USE OF THIS AGREEMENT. The parties agree that this Marital Dissolution Agreement may be incorporated in the divorce action styled Suzanne Lucas Detten v. Link Detten, Docket No. 96D-2565 as filed in the Circuit Court for Davidson County, Tennessee, to become enforceable by order of the Court.

9. TAX LIABILITIES. Counsel preparing this Marital Dissolution Agreement have not advised, nor will advise, the parties as to any tax consequences of any such transfer of both real and personal property and has advised each party to seek other independent legal advice as to tax consequences and penalties of any transfer.

10. AGREEMENT ENTERED INTO VOLUNTARILY. It is further understood and agreed by and between the parties that this Marital Dissolution Agreement is entered into without any undue influence, fraud, coercion, or misrepresentation or for any reason not herein stated. The provisions in this agreement and their legal effects have been fully explained to each of the parties and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily and with the advice of counsel.

11. FULL SETTLEMENT OF PROPERTY RIGHTS. It is further agreed and understood that this agreement is intended to be a final settlement of the property rights of the respective parties and a discharge from all claims arising out of their marital relationship which are not specifically set forth herein. The parties agree to do all things necessary and sign any documents required to carry out the full intent and purpose of this agreement. If approved by the Court, this agreement is a full and final settlement of the parties' property rights as between each other.

12. BANKRUPTCY. With respect to each party's responsibility for the payment of certain debts and liabilities and the obligation of each to hold the other harmless from liability thereon, the parties agree that such obligation is a non-dischargeable debt under 11 U.S.C. § 523(5) of the

Bankruptcy Code, such obligation being part of the final financial support settlement for both parties. This financial obligation is not a part of the property settlement. The division of property is set forth elsewhere in this agreement.

13. ACCOUNT DISCLOSURE. The parties affirm that they have made a full disclosure to one another concerning all assets owned either jointly or individually and no other accounts exist which have not been fully disclosed.

14. CREDIT. The parties agree that neither party shall charge or cause to be charged to the other party any purchases which either of them may make after this agreement is entered into and shall not create any engagements or obligations in the name of or against the other, nor shall either party hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges, the party making those charges shall be responsible for the payment of those unrevealed charges.

15. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he/she is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney's fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

16. NECESSARY DOCUMENTS. Each party at the request of the other will execute and deliver all documents which may be reasonably necessary to give full effect to this agreement.

17. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement.

WITNESS this the 23rd day of October, 1996.

SUZANNE LUCAS DETTEN
Wife

Date: 10-23-96

LINK DETTEN
Husband

Date: 10-29-96

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Suzanne Lucas Detten, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the foregoing instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 23rd day of October, 1996.

NOTARY PUBLIC

My Commission Expires: 11/28/98

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Link Detten, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the foregoing instrument and acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 29 day of October, 1996.

NOTARY PUBLIC

My Commission Expires: My Commission Expires June 28, 1998

It is **FURTHER ORDERED, ADJUDGED, and DECREED** that all provisions of the Marital Dissolution Agreement are hereby approved and made the judgment of this Court.

The costs of this cause are taxed to the Plaintiff, for which execution may issue if necessary.

ENTERED this the 12 day of November, 1996.

Martha M. Shipley
MARIETTA SHIPLEY, JUDGE

APPROVED FOR ENTRY:

Martha C Wherry
Martha C. Wherry, #12848
Attorney for Plaintiff
326 Washington Square Building
222 Second Avenue, North
Nashville, Tennessee 37201
(615) 259-9222

Mail

CERTIFICATE OF SERVICE

The undersigned certifies that on the 12 day of Nov, 1996, all persons listed below were served with a copy of the foregoing document at their respective address by the identified method:

- ✓ Deposit in the U.S. Mail
- ___ Hand Delivery
- ___ Fax Transmission
- ___ Overnight Delivery
- ___ Certified Mail; Return Receipt Requested

MR LINK DETTEN
920 GLASTONBURY ROAD
NASHVILLE TN 37217

Martha C Wherry
Martha C. Wherry

STATE OF TENNESSEE

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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 SECOND Circuit Court for Davidson County, Tennessee, on the 12 day of NOVEMBER , 19 96 , in the Case Number 96D2565 between DETTEN, SUZANNE LUCAS Plaintiff, and DETTEN, LINK Defendant, as same remains of record in Book 166B , Page 1387 of 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 18 day of NOVEMBER in the year one thousand nine hundred and ninety-six and in the 221st year of American Independence.

RICHARD R. ROOKER, Clerk,

By MUzick
Deputy Clerk

SEAL