IN THE THIRD CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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2016 NOV 29 AM 10:16

DAVID LEITZEN,	)	
Plaintiff, Husband	)	
Vs.	)	**Docket No. 16D-1661**
CHRISTINA LEITZEN,	)	
Defendant, Wife	)	

FINAL DIVORCE DECREE

This cause came before this Honorable Court on the 29th day of November 2016 upon Husband's complaint for divorce on the grounds of irreconcilable differences, the Marital Dissolution Agreement executed and filed by the parties, testimony of Husband, and upon the entire record the Court finds that the parties have suffered irreconcilable differences and Husband shall be and hereby is entitled to an absolute divorce, that the parties' hereto have made adequate and sufficient provisions by written agreement for the equitable and just settlement of any and all property rights and support rights and obligations existing between the parties, and that no minor children were born of this marriage and none are expected.

It is therefore **ORDERED, ADJUDGED, and DECREED** that Husband shall be and hereby is granted an absolute divorce on the grounds of irreconcilable differences pursuant to T.C.A. § 36-4-101(14), and that each party is hereby restored to all the rights and privileges of an unmarried person.

It is further **ORDERED, ADJUDGED, and DECREED** that the Court affirmatively finds the parties' hereto have made adequate and sufficient provisions by written agreement for the equitable and just settlement of any and all property rights and support rights and obligations existing between the parties. The Court hereby approves the Marital Dissolution Agreement and the same is hereby incorporated in words and figures as follows:

BILL GARRETT, Davidson County
Trans:T20160109207 DEEDDIV
Recvd: 12/13/16 09:33 12 pgs
Fees:62.00 Taxes:0.00
20161213-0130362

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2016 SEP -1 PM 4:16
RICHARD ROOKER, CLERK

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

DAVID LEITZEN,
Plaintiff, Husband

Vs.

CHRISTINA LEITZEN,
Defendant, Wife

Docket No. 16D1661

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between David Leitzen, hereinafter referred to as "Husband", and Christina Leitzen, hereinafter referred to as "Wife", subject to the following premises, terms, and conditions:

WITNESSETH:

WHEREAS, Husband and Wife have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement whereby the parties' hereto have made adequate and sufficient provisions by this written agreement for the equitable and just settlement of any and all property rights and support rights and obligations existing between the parties, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and

WHEREAS, it is understood that Husband is filing suit for absolute divorce upon the grounds of irreconcilable differences in the Circuit Court for Davidson County, Tennessee, pursuant to Tennessee Code Annotated 36-4-103, and that this Agreement shall be submitted to the Court for approval as the agreement of the parties. It is further understood that Wife, by signing this Agreement, makes a general appearance before the Circuit Court of Davidson County, Tennessee, so that it will not be necessary to obtain service of process over the Wife in

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this cause, for the purpose of granting the Husband a divorce upon the grounds of irreconcilable differences; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DIVORCE. It is agreed by and between the parties that the Husband shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

2. NO MINOR CHILDREN: There are no minor children born of this marriage and none are expected.

3. REAL PROPERTY. The only real property owned by the parties is the marital residence, which is a house and lot located at 1404 Shelton Ave., Nashville, Davidson County, Tennessee 37216. Wife owned said real property prior to the marriage. The deed and mortgage are in the names of both parties. The mortgage is with Franklin American Mortgage. The approximate payoff balance is $231,000 and the monthly payment is approximately $1,366. The parties agree Wife shall either refinance the joint mortgage and remove Husband's liability therefrom prior to March 31, 2017, or sell said real property and payoff the joint mortgage in full such that Husband is no longer liable thereon prior to March 31, 2017, and if not then the said real property shall be sold at auction immediately at Wife's sole expense and cost. The parties agree Wife shall begin the refinance process and/or list said real property for sale on or before September 30, 2016. The parties agree Husband shall quitclaim all of his right, title, equity, and interest to Wife upon said refinance or the sell of said real property. Wife shall have exclusive possession of said real property. Husband shall have access to said real property upon providing advance notice to Wife and Wife shall not unreasonably deny Husband access. Wife shall be solely responsible for the time payment of the joint mortgage and if Wife fails to make a monthly

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mortgage payment, then said real property shall be sold at auction immediately at Wife's sole expense and cost. Wife shall indemnify Husband and hold Husband harmless on the parties' joint mortgage.

4. VEHICLES. The parties agree Husband shall receive the 2015 Lexus NX200T vehicle (VIN # JTJYARBZ5F2016382) as his sole property, free from all claims of Wife. The title and loan are in the names of both parties. The joint loan with USAA has an approximate payoff balance owed in the amount of $24,000, and the monthly payment is $370.00. The parties agree Husband shall be solely liable for the timely payment of said joint loan, and if Husband fails to pay a monthly loan payment, then said vehicle shall be sold immediately, the proceeds applied to the joint loan, and Husband shall be solely responsible for the remaining balance owed on said joint loan. Husband shall indemnify Wife on said joint loan and hold Wife harmless thereon. Upon Wife's liability being removed from said joint loan, Wife shall sign the title to said vehicle to Husband.

The parties agree Wife shall receive the 2016 Honda Civic vehicle (VIN #19XFC1F73GE009305) as her sole property, free from all claims of Husband. The title and loan are in the names of both parties. The joint loan with Honda Motor Corporation has an approximate payoff balance owed in the amount of $23,000, and the monthly payment is $360.00. The parties agree Wife shall be solely liable for the timely payment of said joint loan, and if Wife fails to pay a monthly loan payment, then said vehicle shall be sold immediately, the proceeds applied to the joint loan, and Wife shall be solely responsible for the remaining balance owed on said joint loan. Wife shall indemnify Husband on said joint loan and hold Husband harmless thereon. Upon Husband's liability being removed from said joint loan, Husband shall sign the title to said vehicle to Wife.

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5. BANK ACCOUNTS. The parties have one joint checking bank account at First Tennessee Bank, and no other joint accounts together. The parties agree they shall remove Husband from said joint account such that said account is Wife's sole property, free from all claims of Husband.

Each party shall receive all bank accounts in his or her sole name as his or her sole property, free from the claims of the other party.

6. RETIREMENT AND PENSION BENEFITS: Husband does not have any retirement, pension, IRA's, or 401-K assets. Wife has a 401-K and the parties agree Wife shall keep her 401-K as her sole property, free from all claims of Husband.

7. HOUSEHOLD GOODS AND FURNISHINGS: The parties have already divided their household goods and furnishings. Each party shall receive as their sole property, free from claims of the other party, all household goods and furnishings in his or her possession.

8. JUDGMENT AGAINST HUSBAND IN FAVOR OF WIFE: The parties agree Wife shall be and hereby is granted a judgment against Husband in the amount of Forty Thousand Dollars ($40,000), and said judgment is repayment of money borrowed by the parties through the refinance of the joint mortgage on the real property set-forth herein above by the parties in April 2016 for Husband's school tuition expenses. Husband shall pay Wife said judgment beginning on or before December 31, 2019 at the minimum amount of Two Thousand Five Hundred Dollars ($2,500) annually and Husband shall pay said judgment in full on or before December 31, 2022. The parties understand and agree that Husband's obligation is a non-dischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code, this obligation being part of the final spousal financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement.

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9. MEDICAL INSURANCE: Each party shall obtain their own medical insurance.

10. SEPARATE PROPERTY: Each party shall receive any gift, inheritance, or pre-marital property in his or her possession as his or her sole property, free of all claims of the other party.

11. DEBTS: Other than the joint mortgage and the two joint vehicle loans set-forth herein above, the parties do not have any other joint debts. Husband is an authorized user on Wife's Discover credit card and Wife's Citizens Mastercard, and the parties agree Wife shall remove Husband as an authorized user and Wife shall indemnify Husband on said credit cards and hold Husband harmless thereon.

Each party shall pay any debt in his or her sole name and shall hold the other party harmless thereon. Neither party shall cause any charges, or credit to be extended in the other party's name or on the other party's accounts.

T.C.A. § 36-4-134 NOTICE.

Each party hereby acknowledges that he or she has been advised that a divorce decree does not necessarily affect the ability of a creditor to proceed against him or her or his or her property, even though he or she 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 his or her best interest to cancel, close or freeze any jointly held accounts.

12. ALIMONY: Neither party shall pay the other any alimony.

13. ATTORNEY FEES AND COURT COSTS: Each party shall pay their own attorney fees and Husband shall pay the court costs for an uncontested divorce granted on the grounds of irreconcilable differences.

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14. FURTHER NECESSARY ACTS. It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

15. ESTATE WAIVER. It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations 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 or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/trix 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.

16. ENTIRE AGREEMENT: It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

17. ENFORCEMENT. It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the

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enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

18. NO OTHER ASSETS. The parties acknowledge that there are no other 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 warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

19. NO UNDUE INFLUENCE. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, 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.

20. AFTER-ACQUIRED PROPERTY. The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

21. ACCEPTANCE BY THE PARTIES. With respect to each party's responsibility for the payment of certain debts and liabilities, including but not limited to the judgment set-forth herein above that provides that Wife shall be and hereby is granted a judgment against Husband in the amount of Forty Thousand Dollars ($40,000). Husband shall pay Wife said judgment beginning on or before December 31, 2019 at the minimum amount of Two Thousand Five Hundred Dollars ($2,500) annually and Husband shall pay said judgment in full on or before December 31, 2022, and their obligation to hold the other harmless for the payments thereof, the

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parties understand and agree that their obligation is a non-dischargeable debt under 11 USC Section 523(5) of the Bankruptcy Code. this obligation being part of the final spousal financial support settlement for both parties. including alimony and payment of Wife's attorney fees. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

22. 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.

23. NO TAX ADVICE. Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

24. WIFE'S MAIDEN NAME RESTORED: Wife's maiden name of Christina Lee Springer shall be and hereby is restored to her.

WITNESS OUR HANDS, this 15 day of September 2016 as to the Husband, and this 16 day of September 2016 as to the Wife.

DAVID LEITZEN - Husband

CHRISTINA LEITZEN – Wife

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, DAVID LEITZEN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 1st day of September 2016.

My Commission expires: 12-08-2019

NOTARY PUBLIC

RICHARD HEDGEPATH JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, CHRISTINA LEITZEN, with whom I am personally acquainted or who provided identification, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 1st day of September 2016.

My Commission expires: 12-08-2019

NOTARY PUBLIC

RICHARD HEDGEPATH JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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

It is further **ORDERED, ADJUDGED, and DECREED** that Wife's maiden name of Christina Lee Springershall be and hereby is restored to her.

The final court costs shall be and hereby are taxed against Husband, for all of which execution may issue.

ENTERED this 21 day of NOVEMBER 2016.

HONORABLE JUDGE PHILLIP ROBINSON

Approved for Entry,

Richard Hedgepath, #18030
Rule 31 Mediator for the Parties
810 Dominican Dr.
Nashville, TN 37228
(615) 268-6575

Certificate of Service

I hereby certify a copy of the foregoing was sent this 21st day of November 2016 to the following persons:

David Leitzen
5216 Ravens Glen
Nashville, TN 37211

Christina Leitzen
1404 Shelton Ave
Nashville, TN 37216

Richard Hedgepath

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 29 day of NOVEMBER, 2016, in Docket Number 16D1661 between LEITZEN, DAVID , Plaintiff, and LEITZEN, CHRISTINA , 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 13 day of DECEMBER in the year two thousand sixteen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT CLERK

[SEAL]