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LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS  
TRIBAL COURT  
CIVIL DIVISION

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| <p>ADDENDUM TO JUDGMENT OF DIVORCE</p>                                                                      | <p>Civil Action No. C-131-0911</p> <p>RECEIVED<br/>FEB 07 2012</p>                                                                                                                                                                                                         |
| <p>STEPHEN GARY YOUNG,<br/><br/>Plaintiff,<br/><br/>vs.<br/><br/>ROBIN MARIE YOUNG,<br/><br/>Defendant.</p> | <p>Jodi J. Doak, (P64648)<br/>Attorney for Plaintiff<br/>219 E. Main Street, Ste 1<br/>Boyne City, MI 49712<br/>231 582 0712</p> <p>Charles F. Glass (P14038)<br/>Attorney for Defendant<br/>210 Main Street, Suite 4F<br/>Harbor Springs, MI 49740<br/>(231) 526-2000</p> |
|                                                                                                             | <p>PROOF OF SERVICE</p> <p>The undersigned certifies that he/she served a copy of this pleading on the Court and all counsel/parties, at the addresses shown above, via first class mail, postage prepaid, on the date written below.</p> <p>Date:</p> <p>Signed:</p>      |

ADDENDUM TO JUDGMENT OF DIVORCE

Date of Hearing: January 25, 2012

02-07-12P01:09 RCVD



LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS  
TRIBAL COURT  
CIVIL DIVISION

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| JUDGMENT OF DIVORCE                                                                          | Civil Action No. C-131-0911                                                                                                                                                                                                                                    |
| STEPHEN GARY YOUNG,<br><br>Plaintiff,<br><br>vs.<br><br>ROBIN MARIE YOUNG,<br><br>Defendant. | Jodi J. Doak, (P64648)<br>Attorney for Plaintiff<br>219 E. Main Street, Ste 1<br>Boyne City, MI 49712<br>231 582 0712<br><br>Charles F. Glass (P14038)<br>Attorney for Defendant<br>210 Main Street, Suite 4F<br>Harbor Springs, MI 49740<br>(231) 526-2000    |
|                                                                                              | PROOF OF SERVICE<br><br>The undersigned certifies that he/she served a copy of this pleading on the Court and all counsel/parties, at the addresses shown above, via first class mail, postage prepaid, on the date written below.<br><br>Date:<br><br>Signed: |

JUDGMENT OF DIVORCE

Date of Hearing: January 24, 2012

It appears to this Court that the material facts alleged in the Complaint are true, and that there has been a breakdown in the marriage relationship to the extent that the objects

of matrimony have been destroyed and there remains no reasonable likelihood that the marriage relationship can be preserved;

The full name of the Plaintiff is STEPHEN GARY YOUNG.

His current mailing address is 3015 Five Mile creek Rd., Harbor Springs, Michigan 49740.

The full name of the Defendant is ROBIN MARIE YOUNG. Her current mailing address is 1966 Waldenwood Trail, Harbor Springs, Michigan 49740.

#### DIVORCE

IT IS ORDERED that the marriage between the Plaintiff and the Defendant is dissolved, and a divorce is granted.

#### STATUTORY INSURANCE PROVISION

IT IS FURTHER ORDERED that any rights of either party in any policy or contract of life, endowment or annuity insurance of the other, as beneficiary are extinguished unless specifically preserved by this Judgment.

#### DOWER RELEASE

IT IS FURTHER ORDERED that the provisions made for the wife and husband in the property settlement, are in lieu of any dower in the land of the other and that each shall hereafter hold heir remaining land free, clear and discharged from any such dower right of claim of the other. This provision shall also be in full satisfaction of all claims that either may have in any property owned or hereafter owned, or in which either has, or hereafter may have, any interest.

## PENSION, ANNUITY, RETIREMENT

IT IS FURTHER ORDERED that neither the Plaintiff nor the Defendant shall claim any right to any pension, annuity, or retirement benefit of the other, whether vested or unvested, nor to any accumulated contributions in any pension, annuity or retirement system belonging to the other including but not limited to IRAs, 401ks,

## PROPERTY SETTLEMENT

IT IS FURTHER ORDERED that the Plaintiff and Defendant are each awarded those items of personal property, clothing, personal effects now in his/her possession, or sole name, free and clear of any claim by the other and subject to any indebtedness thereon, if any. Such property includes but is not limited to bank and brokerage accounts, money market accounts, investment accounts of any type. Each party shall hold the opposite party harmless from any claim, charge or liability on property awarded to the other party. Further, each party is awarded the following designated personal property without regard to its current location said property to be exchanged by December 31, 2011:

To Defendant Robin Marie Young:

1. Hutch/Dining Room Table
2. Daybed
3. Sheets and Blankets
4. Filing Cabinet
5. Desk
6. Desk Chair
7. 2 book shelves

8. Tall Book Shelf
9. Twin Bed
10. Shelving unit
11. Rattan Chair
12. Wooden Rocker
13. Silver Lamp
14. Exercise ball/step
15. Suitcase
16. Ironing board
17. Iron
18. Flowered Rug
19. Nightstand
20. Dresser
21. Hamper
22. Baskets
23. Litter Box
24. Teaching supplies
25. Pink Rubbermaid tub for cat food
26. Hanging Planter
27. Appetizer tray
28. Cookies 4 Santa dish/snowman plate
29. Heart cake pans
30. Small bread pans

31. KitchenAid Mixer
32. Wooden Salad Bowls/spinner
33. Daisy Dish
34. Hand Mixer
35. Rolling Pin
36. Rubber muffin pan
37. Harbor Springs Mirror
38. Crystal Vase
39. Love Trivet
40. Canisters
41. Runner and Green/cream rug

To Plaintiff Stephen Gary Young:

All personal property and fixtures located in the home at 3015 Five Mile Creek Road, Harbor Springs, except for what is listed above as going to Defendant Robin Young

The balance in the parties joint savings account at \_\_\_\_\_ Bank.

The sum of One Thousand Five Hundred (\$1,500.00) Dollars to be paid by the Defendant at the time of entry of this Judgment.

The Plaintiff Stephen Gary Young is hereby awarded the real property located at 3015 Five Mile Creek Road, Harbor Springs, Michigan, with a legal description as follows:

Situated in the Township of Friendship, County of Emmet, State of Michigan, to wit:

Commencing at the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 36 North, Range 6 West; thence South 10 rods; thence East 16 rods; thence North 10 rods; thence West 16 rods to the Point of Beginning; being a part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 36 North, Range 6 West.

The Plaintiff, Stephen Gary Young, shall assume and pay all outstanding indebtedness on such property now due or to become due in the future, including but not limited to, all mortgages with Wells Fargo Bank its' successors in interest, other mortgages if any, tribal loans from the Little Traverse Bay Band of Odawa Indians, notes, taxes, insurance, liens and other encumbrances. He shall pay such obligations in accordance with their terms and hold the Defendant, Robin Marie Young, harmless from any further liability thereon. He shall forthwith make all reasonable effort necessary to refinance said property so as to cause Defendant's name to be removed from the Wells Fargo mortgage and notify her in writing through counsel when that is accomplished.

The Defendant Robin Marie Young shall execute a quit claim deed at the time of entry of this Judgment conveying all of her right title and interest to said property to the Plaintiff and he shall thereafter own said property in his sole name free and clear of all claims by the Defendant. The Plaintiff Stephen Gary Young shall have no obligation to repay to Defendant's parents any portion of the money they loaned or gave to the parties for the acquisition of said property.



## SPOUSAL SUPPORT

IT IS FURTHER ORDERED that all rights, claims and demands of the Plaintiff against the Defendant or of the Defendant against the Plaintiff to alimony/spousal support shall be forever barred.

### FULL PERFORMANCE

Each party shall fully perform each and every obligation of the Property Settlement provisions of this Judgment. The performance of both parties on each item is conditioned on the other party's similar performance. Partial performance by either party is neither anticipated nor acceptable. It is contemplated that exchanging of deeds, documents of title, and the like shall be done forthwith and as required in this Judgment. This Court shall retain jurisdiction to enter any reasonable order including sanctions, actual and reasonable attorney fees and costs against either party that does not fully perform all conditions necessary to effectuate the property division herein, particularly if a party accepts performance but fails to perform on their part.

### EXECUTION OF DOCUMENTS

Each of the parties hereto shall execute and deliver to the other party such documents or deeds as are required by them to be executed to effectuate the terms of this Judgment. If any party fails to execute said documents, the other party may file a certified copy of this Judgment with the appropriate state, county, city, township, or other governmental office or with any official, and the filing shall act in lieu of formal execution of said documents and give legal effect to any transfer of the property provided for in this Judgment. An aggrieved party may apply to this Court for an order,

if necessary, to give effect to this paragraph. All parties are required to execute and deliver all necessary documents and deeds required to convey marketable and insurable title to the real estate involved herein.

**NON-TAXABLE EXCHANGE**

It is recognized between the parties and as evidenced by the proofs in this matter, that the properties each received were previously owned by them and that the transfer of such property shall not result in a taxable exchange, each party releasing his and her marital rights in and to said property for equivalent value of property received.

**TERMINATION OF POWERS OF ATTORNEY**

Each of the parties agree that after the entry of this Judgment of Divorce, any and all powers of attorney giving either of the parties powers or rights with respect to the other are hereby revoked and are of no legal effect. All medical powers of appointment, living wills, and durable powers of attorney are hereby revoked to the extent that either of the parties shall be able to act for in the place of the other, except as may be specifically set forth in this Judgment of Divorce.

**WHEN DECREE BECOMES FINAL**

This Judgment of Divorce is final immediately upon its entry.

**DISCHARGE OF COUNSEL**

Pursuant to law, the attorneys for both parties are hereby discharged as counsel of record.

SETTLEMENT OF ALL CLAIMS ARISING OUT OF MARRIAGE RELATIONSHIP

The HUSBAND and WIFE do hereby mutually acknowledge that the terms of the Judgment of Divorce contained herein forever settle any and all claims or rights between them arising out of this marriage and subsequent divorce.

THIS ORDER/JUDGMENT RESOLVES THE LAST PENDING CLAIM AND CLOSES THE CASE.

Entered: January 24, 2013

[Redacted Signature]

Honorable  
Tribal Court Judge

APPROVED AS TO FORM AND CONTENT:

[Redacted Signature]

Plaintiff Stephen Gary Young

[Redacted Signature]

Bonnie Bridge (P74624)

[Redacted Signature]

Defendant Robin Marie Young

[Redacted Signature]

Charles F. Glass (P14038)