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## PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Recipient: Ms. Achterberg's firm name and address are not in the file. Her latest email is dated January 12, 2026, and the firm notes say she still represents Mr. Haskett. Confirm current representation before sending. [VERIFY: whether the recipient is represented by counsel]
- Late fees: the firm notes say the client wants "the late fees she paid" reimbursed. The records list card late fees of $160.00 (August to November 2025) with her receipts but do not say she paid them. They show two Harrow Point late charges of $77.85 as assessed, with no record that she paid them. The card fees may already be in the card balance her payments reduced, so a separate reimbursement could double count. Confirm what she actually paid.
- Totals: $540.00 is my addition of her two receipts (as read) and must be checked. I did not add the late fees or the balance into any total.
- Card balance: Section 6.1 says "about $8,400." The February 3, 2026 statement shows $9,039.54. The statement also shows a $150.00 payment, and the records do not say who made it. Get a current Lakemont statement.
- Mortgage: only the November 1, 2025 and January 1, 2026 missed payments are documented. The status of December 2025, February 2026 and later payments is unknown, so the arrearage is left as a placeholder.
- Listing: no record states whether the house was listed by December 1, 2025, or whether the parties agreed on an agent. Confirm with the client. Also confirm she still wants Corinne Vale or Darius Fenn considered.
- Only excerpts of the decree and MDA were provided. Check the full documents for other relevant terms, including the Section 4.4 quitclaim and any provision on interest or enforcement.
- Attorney fees: Section 10.3 applies to the "party found in default." Decide whether to state a fee figure now. Both the demand amount and the response deadline are left as placeholders.
- [VERIFY: Tennessee procedure and remedies for enforcing a divorce decree or settlement agreement] and [VERIFY: whether the agreement was merged into the decree] are marked in the last section.
- Credit card digits appear only in the quoted MDA language. No loan or account numbers are used elsewhere.

Brackwell Osei PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Simone Achterberg, Esq.
[ADD: law firm name]
[ADD: street address]
[ADD: city, state ZIP]

**Re: Laurel Haskett and Brian Haskett – Demand for Compliance with Final Decree of Divorce and Marital Dissolution Agreement, Chancery Court for Brentmoor County, Tennessee, Docket No. 25-D-1187**

Dear Ms. Achterberg:

**Introduction**

We represent Laurel Haskett regarding the Final Decree of Divorce entered April 14, 2025, and the Marital Dissolution Agreement signed March 28, 2025 (the "Agreement"), in the Chancery Court for Brentmoor County, Tennessee, Docket No. 25-D-1187 [decree_and_mda_excerpts.pdf p.1].

We write to you because you told Ms. Haskett on January 12, 2026, that you continue to represent Mr. Haskett on matters arising from the divorce and asked that communications about the Agreement be directed to you [compliance_emails.pdf p.1]. [VERIFY: whether the recipient is represented by counsel] If you no longer represent Mr. Haskett, please let us know right away. Otherwise, please share this letter with him.

**The decree and agreement**

The Decree states that the Agreement "is approved by the Court and incorporated into this Decree by reference" and that "[t]he parties are ordered to comply with all of its terms" [decree_and_mda_excerpts.pdf p.1]. The terms at issue are these:

- Section 4.2, Marital Residence (Agreement p.6): "Husband shall receive the marital residence at 905 Briar Gate Road, Ashton Mills, Tennessee, subject to the first mortgage with Harrow Point Mortgage. Husband shall refinance the mortgage into his sole name, releasing Wife from all liability, no later than October 31, 2025. Until the refinance closes, Husband shall pay the mortgage payment on or before its due date each month and shall hold Wife harmless from it." [decree_and_mda_excerpts.pdf p.1]
- Section 4.3, Sale if No Refinance (Agreement p.6): "If Husband has not closed the refinance by October 31, 2025, the residence shall be listed for sale with a licensed agent agreed by the

parties by December 1, 2025, and the net proceeds paid to Husband after payoff of the mortgage." [decree_and_mda_excerpts.pdf p.1]

- Section 4.4, Quitclaim Deed (Agreement p.7): "Wife shall sign a quitclaim deed to Husband at the closing of the refinance." [decree_and_mda_excerpts.pdf p.1]
- Section 6.1, Debts Assigned to Husband (Agreement p.9): "Husband shall pay in full the joint Lakemont Bank credit card, account ending 6630, balance about $8,400, no later than July 31, 2025, and shall hold Wife harmless from it." [decree_and_mda_excerpts.pdf p.1]
- Section 10.3, Attorney Fees (Agreement p.14): "If either party must take action to enforce this Agreement, the party found in default shall pay the reasonable attorney fees and costs of the other party." [decree_and_mda_excerpts.pdf p.1]

**Noncompliance**

**The refinance.** The refinance deadline in Section 4.2 was October 31, 2025. On September 22, 2025, Ms. Haskett asked Mr. Haskett whether he had applied. On September 23, 2025, he replied that he had applied with one lender, that the lender wanted more income history, and that he needed "a few more months" [compliance_emails.pdf p.1]. On December 15, 2025, Harrow Point Mortgage wrote to Mr. Haskett that it was "unable to approve your application for refinance at this time due to your debt-to-income ratio." Your office gave Ms. Haskett a copy on January 12, 2026 [compliance_emails.pdf p.1]. In a letter dated February 9, 2026, sent at Ms. Haskett's request, Harrow Point stated that both borrowers remain obligated on the loan, that no refinance or assumption has been completed, and that no payoff has been received [mortgage_and_card_statements.pdf p.1].

**Listing for sale.** On November 3, 2025, Ms. Haskett wrote that the refinance had not closed, referred to Section 4.3, and proposed two licensed agents, Corinne Vale and Darius Fenn, asking which Mr. Haskett preferred. On November 4, 2025, Mr. Haskett replied: "I am not selling the house. I'll try another lender." [compliance_emails.pdf p.1] [ADD: confirm with client that the residence has not been listed and no listing agent has been agreed as of the date of this letter]

**Mortgage payments.** Section 4.2 requires Mr. Haskett to pay the mortgage on or before its due date each month until a refinance closes. Harrow Point issued late payment notices for two missed payments:

- The payment of $1,946.22 due November 1, 2025, was not received, and a late charge of $77.85 was assessed (notice dated November 18, 2025) [mortgage_and_card_statements.pdf p.1].
- The payment of $1,946.22 due January 1, 2026, was not received, and a late charge of $77.85 was assessed. The notice dated January 19, 2026, states that the late payment was reported to the credit bureaus [mortgage_and_card_statements.pdf p.1].

Ms. Haskett's credit report excerpt dated February 10, 2026, shows the Harrow Point loan as late, with the November 2025 and January 2026 payments reported late [mortgage_and_card_statements.pdf p.1]. [ADD: status of other monthly payments, including December 2025 and payments after January 2026, and any current arrearage]

**The Lakemont Bank credit card.** Section 6.1 required Mr. Haskett to pay the joint Lakemont Bank card in full by July 31, 2025. On September 22, 2025, Ms. Haskett wrote that the card still had a balance and that she was getting late notices in her name. On September 23, 2025, Mr. Haskett replied: "The card is on my list." [compliance_emails.pdf p.1] The Lakemont statement closing February 3, 2026, shows a new balance of $9,039.54 and no payment received from July 2025 through November 2025 [mortgage_and_card_statements.pdf p.1]. Ms. Haskett's credit report excerpt shows the card as joint and past due [mortgage_and_card_statements.pdf p.1].

Ms. Haskett paid $300.00 on the card on December 2, 2025, "to stop collection calls," and $240.00 on December 20, 2025 [mortgage_and_card_statements.pdf p.1].

**Amounts**

The tables below set out the amounts shown in the records. Ms. Haskett's payments are totaled as read from her receipts. The account charges are listed separately and are not added together.

Payments made by Ms. Haskett on the Lakemont card:

| Item | Date | Amount | Source |
|---|---|---|---|
| Payment to Lakemont Bank | December 2, 2025 | $300.00 | mortgage_and_card_statements.pdf p.1 |
| Payment to Lakemont Bank | December 20, 2025 | $240.00 | mortgage_and_card_statements.pdf p.1 |

**Total (as read from the receipts): $540.00**

Charges and balances shown in the account records:

| Item | Date | Amount | Source |
|---|---|---|---|
| Lakemont card late fees ($40.00 each, August, September, October and November 2025) | August to November 2025 | $160.00 | mortgage_and_card_statements.pdf p.1 |
| Lakemont card balance, statement closing | February 3, 2026 | $9,039.54 | mortgage_and_card_statements.pdf p.1 |
| Harrow Point late charge, payment due November 1, 2025 | November 18, 2025 | $77.85 | mortgage_and_card_statements.pdf p.1 |
| Harrow Point late charge, payment due January 1, 2026 | January 19, 2026 | $77.85 | mortgage_and_card_statements.pdf p.1 |

The monthly mortgage payment shown on the late notices is $1,946.22 [mortgage_and_card_statements.pdf p.1]. The card balance continues to be subject to interest and fees charged by Lakemont Bank. [ADD: current Lakemont balance, and which late fees and charges Ms. Haskett paid personally]

**Demand**

On behalf of Ms. Haskett, we demand that Mr. Haskett do the following by [ADD: response deadline]:

- Pay the joint Lakemont Bank credit card in full, as Section 6.1 requires, and send us written confirmation from Lakemont Bank that the balance has been paid.
- Pay Ms. Haskett [ADD: demand amount] to reimburse the amounts she paid toward the card and the related late fees.
- Bring the Harrow Point mortgage current, pay each later payment on or before its due date as Section 4.2 requires, and send us written confirmation of the loan's status from Harrow Point.
- Take one of the steps the Agreement provides for the residence. Either close the refinance into his sole name and release Ms. Haskett from liability under Section 4.2, or list the residence for sale under Section 4.3 with a licensed agent agreed by the parties. Send us written proof of the closing or the signed listing agreement. Ms. Haskett has proposed Corinne Vale or Darius Fenn [compliance_emails.pdf p.1] and is willing to consider any licensed agent Mr. Haskett suggests. [ADD: confirm with client]

**Possible next steps**

We would prefer to resolve this without court involvement. If we do not receive full compliance by the deadline above, our client may ask the court that entered the Decree to enforce it, as Tennessee allows. [VERIFY: Tennessee procedure and remedies for enforcing a divorce decree or settlement agreement] [VERIFY: whether the agreement was merged into the decree] Section 10.3 of the Agreement provides that the party found in default pays the other party's reasonable attorney fees and costs, and our client intends to rely on it [decree_and_mda_excerpts.pdf p.1]. This letter does not waive any of Ms. Haskett's rights or remedies, all of which are reserved.

Please contact me once you have reviewed this letter with Mr. Haskett.

Sincerely,

Andrea L. Brackwell
Brackwell Osei PLLC