



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

In re the Marriage of:

[REDACTED]

Petitioner,

and

[REDACTED]

Respondent.

CASE NO. [REDACTED]

[REDACTED]

DISTRICT COURT
FILED
DEC 22 2015

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

DECREE OF DISSOLUTION OF MARRIAGE

NOW on this 22nd day of December, 2015, this matter comes on before the undersigned Judge of the District Court upon Petitioner's Petition for Dissolution of Marriage. Petitioner, Pamela Schloeder is present, and is represented by her attorney, Barbara Ann Bartlett; and Respondent, Francis Schloeder is present, and is pro se. Both parties have heretofore consented to the terms of this Decree as evidenced by their signatures hereon. The Court, having reviewed the file, considered the premises, and heard the testimony of one witness sworn upon her oath, finds as follows:

1. **JURISDICTION:** Petitioner is now, and has been for more than six (6) months next preceding the filing of the Petition herein, an actual resident, in good faith, of the State of Oklahoma; and a resident of Tulsa County for more than thirty (30) days at the time the Petition was filed. This Court has jurisdiction of Petitioner and Respondent and subject matter in this cause. All facts alleged in the Petition are found to be true and are restated herein.
2. **DATE OF MARRIAGE:** Petitioner and Respondent were married on the 18th day of June, 1977 in Harris County, Texas and have been since that time and are at the present time, wife and husband.
3. **GROUND:** A state of irreconcilable incompatibility has arisen between Petitioner and Respondent hereto which destroy any legitimate aims of the marriage and rendered its continuation impossible, by reason of which each party is entitled to a dissolution of marriage each from the other.

AGREEMENTS

4. **CONSENT AGREEMENT:**
 - a. This is a consent Decree of Dissolution of Marriage. Petitioner and Respondent have agreed to the terms and provisions, as evidenced by their signatures. Through their signatures Petitioner and Respondent have asked the Court to enter this Decree of Dissolution of Marriage. The Court hereby adopts the terms herein as its Order.
 - b. Both parties request the Court to approve this settlement. The settlement is fair and equitable and shall be and is hereby approved by the Court.

- c. Further, the Court hereby orders all terms of this settlement. If any part of the settlement is beyond the jurisdiction of this Court to so order, then Petitioner and Respondent agree such part of the settlement shall stand outside this order as a contract between Petitioner and Respondent.
 - d. Any void or voidable parts of this order shall not affect the valid terms.
5. **ALL CLAIMS:** The agreements made herein are to compromise and settle any and all claims one party has or could assert against the other party, whether related to this dissolution action or otherwise. Neither party owed the other any consideration other than what is stated herein.

CHILDREN

6. **CHILDREN:**
- a. There are no minor children of the marriage.
 - b. Petitioner is not now pregnant.

PROPERTY AND DEBTS

7. **PETITIONER'S PROPERTY:** Petitioner shall be restored to any separate property, and be awarded as her fair and equitable division of joint property, free and clear of any right, title, claim or interest of Respondent, the following property:
- a. All property, bank accounts, and retirement accounts in Petitioner's possession and control except as specifically provided otherwise herein.
 - b. The marital home located at 3481 S. Zunis Avenue, Tulsa, OK 74105 and legally described as:

Lot Twelve (12), except the North twenty (20) feet, Block Nine (9), OAKNOLL EXTENSION, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

- c. All right, title and interest in any 401k, 403B, SEP, IRA, or any other retirement plan currently in Petitioner's name relating to her employment.
 - d. Petitioner's 2004 Lexus automobile VIN # JTHBN36F240153233
 - e. All right, title, claim or interest Petitioner has in any business or trust which hold its own assets.
 - f. All overriding royalty interests assigned to her by Respondent or by Respondent's affiliated companies during the marriage.
8. **RESPONDENT'S PROPERTY:** Respondent shall be restored to any separate property, and be awarded as his fair and equitable division of joint property, free and clear of any right, title, claim or interest of Petitioner, the following property:
- a. All property, bank accounts, and retirement accounts in Respondent's possession and control except as specifically provided otherwise herein.

- b. All right, title and interest in any 401k, 403B, SEP, IRA, or any other retirement plan currently in Respondent's name relating to his employment.
- c. Respondent's 2000 GMC automobile VIN # 2GTEK19TXY1223570
- d. All right, title, claim or interest Respondent has in any business or trust which hold its own assets.
 - i. The Zunis South Corporation LLC
 - ii. The Xavier Exploration Inc
 - iii. Francis X. Schloeder d/b/a Xavier Exploration
- e. All right, title or interest in and to real estate (office/condo) located at Westmount Pl., Calgary, Alberta
- f. All right, title and/or interest in and to oil and/or gas prospects generated or developed by Respondent and located within the United States or Canada including all seismic, geophysical data, information or concepts owned by Respondent.
- g. All geological and geophysical data in Respondent's possession.
- h. All personal property of Respondent presently located with Petitioner's house. This property shall be removed within 60 days. If not, Petitioner may dispose of the property in any manner she sees fit.

9. **CONVEYANCE OF PROPERTY:** Each of Petitioner and Respondent hereto shall execute and deliver to the other party, deeds, assignments or other instruments or conveyances necessary to assign, transfer and convey the interest in all of said property ordered above, including abstracts on any real property. If such instruments are not exchanged within ten (10) days from the date thereof, this judgment and Decree of Dissolution shall have the full force and effect of a conveyance of the said property in accordance herewith.

DEBTS

10. **DEBT TO BE PAID BY PETITIONER:** Petitioner shall pay the following debts, and hold Respondent harmless therefrom, and indemnify him for any loss he may incur through collection of the debt by creditors and through enforcement of Petitioner's agreement to hold harmless:
- a. All debts in her name alone or accrued by her except as specified herein.
 - b. All debts associated with the marital home awarded to her herein including but not limited to all mortgage loans, taxes, insurance, maintenance, repairs, etc.
 - c. All debts associated with the automobile awarded to her herein including but not limited to all promissory notes, tag, title and licensing fees; maintenance, repairs, etc.
 - d. All debts associated with any interest she received in a business or asset
11. **DEBT TO BE PAID BY RESPONDENT:** Respondent shall pay the following debts, and hold Petitioner harmless therefrom, and indemnify her for any loss she may incur through collection of the debt by creditors and through enforcement of Respondent's agreement to hold harmless:
- a. All debts in his/name alone or accrued by him except as specified herein.
 - b. All debts associated with the automobile awarded to him herein including but not limited to all promissory notes, tag, title and licensing fees; maintenance, repairs, etc.
 - c. All debts associated with any interest he received in a business or asset

TAXES

12. TAX LIABILITIES:

- A. Any deductions that have accrued for the current tax year will be divided according to the following terms:
 - I all exemptions and deductions will follow the asset ownership awarded herein.
 - II Estimated tax filings will be awarded to the person who made them, save and except the \$39,867 for Respondent's 2011 taxes, an amount paid by Petitioner, but which is now awarded to Respondent to use as permitted as credit with taxing authority.
 - III Net operating loss carry forwards are assigned and divided by the ownership in the entity that created them.
- B. If a tax liability occurs in the future on a joint return filed in a prior year(s), and the liability can be attributed to the income, business and expenses of, or misrepresentations by, Petitioner and/or Respondent, then the party at fault shall be totally liable for the amount due.
- C. If both parties caused the tax liability, then each party shall pay his/her prorata share (divided by percentage of income) of the liability.
- D. The party at fault shall hold the other harmless, and indemnify him/her for any loss he/she may incur through collection of the taxes by the Internal Revenue Service and/or Oklahoma Tax Commission (or other state tax commission), and through enforcement of that party's agreement to hold harmless.
- E. Enforcement costs that are collectable against the other party include attorney fees and related costs.

MISCELLANEOUS

- 13. **ATTORNEY'S FEES:** Each party shall pay his or her own attorney fees for this Dissolution Action.
- 14. **DISCLOSURE:** Petitioner and Respondent warrant to each other that a full disclosure of all property owned and debt owed, whether joint or separate, has been made, and the division of property and debt herein is based on such disclosure and warranty.
- 15. **DIVESTITURE AND HOLD HARMLESS:** Both parties agree that this Decree acts as a divestiture of ownership or interest either has in the ownership or operation of the other's property, trust or business. This Decree acts as a resignation of that party as a member or trustee of any such entity. The owning party is vested with whatever rights and interest the former spouse had in the entity, and will hold harmless the divested spouse from any liabilities that may befall that spouse due to the ownership or operation of the property, trust or business. Both parties acknowledge that they have received in the past the proper resignations from the other for such business and trust entities.
- 16. **FURTHER ASSURANCES:** Both parties hereby agree to execute any necessary transfer orders, disclaimers or waivers of marital rights as may be necessary to consummate the terms and conditions set forth herein. In the event that either party fails or refuses to so

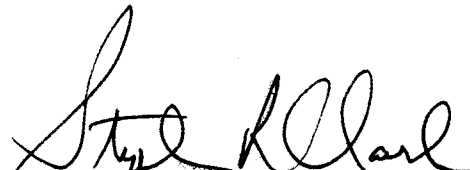
execute the requesting party may utilize a copy of this Decree to evidence the intent hereof.

17. **BANKRUPTCY:**

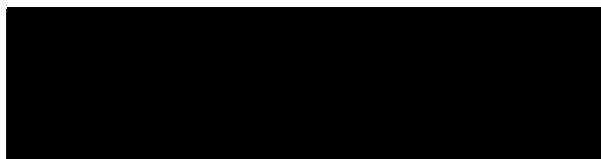
a. Neither party has ever filed bankruptcy.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Petitioner and Respondent herein be and they are hereby awarded an absolute Decree of Dissolution of marriage each from the other on the grounds of incompatibility, and the bonds of matrimony heretofore existing between said parties are hereby dissolved, set aside and held for naught, and that both parties are released therefrom. The parties are further notified by this Court that remarriage within six (6) months of this date, except to each other, is unlawful under Oklahoma law.

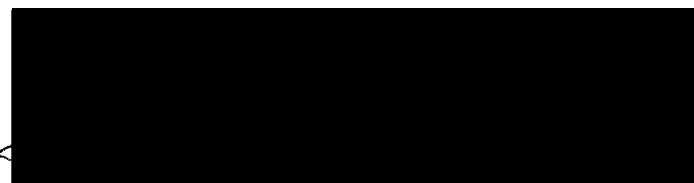
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the findings and orders in paragraphs 4 through 16, inclusive, with respect to all matters therein set forth be and the same are **ORDERED, ADJUDGED AND DECREED** as fully as if hereinafter set out at length and are hereby made the ORDERS of this Court.


Judge of the District Court 12-22-2015
STEPHEN R. CLARK

APPROVED AS TO FORM AND CONTENT:



Petitioner



pro se

3623 E. 56th St. South
Tulsa OK 74135
(918) 633-2575
Respondent



Barbara Ann Bartlett, OBA No. 11218
2123 South Atlanta Place, Suite 100
Tulsa, Oklahoma 74114
Phone (918) 584-1894
Fax (918) 584-1891
Barbara@DontFightAboutIt.com
Attorney for Petitioner

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

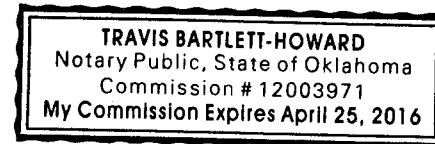
Before me, a Notary public in and for the County and State aforesaid, on this 22nd day of December, 2015, personally appeared Pamela Schloeder to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written above.

Travis Bartlett-Howard

Notary Public

My Commission Expires: 4/25/2016
My Commission No.: 12003971



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

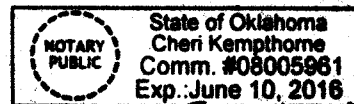
) ss.

COUNTY OF TULSA)

Before me, a Notary public in and for the County and State aforesaid, on this 18th day of December, 2015, personally appeared Francis Schloeder to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written above.


Cheri Kempthorne
Notary Public



My Commission Expires: June 10, 2016
My Commission No.: 08005961

CERTIFICATE OF SERVICE OF JUDGMENT, DECREE OR APPEALABLE ORDER PURSUANT TO 12
O.S. § 653, as amended

Barbara Ann Bartlett hereby certifies that she mailed a file-stamped copy of the foregoing attached Judgment, Decree or Appealable Order on the 22nd day of December, 2015 by first class mail with postage thereon duly prepaid to the following:


At the address indicated above at his signature line

he being a party who is not in default for failure to appear in the action, this address being the last known mailing address of said person and the address indicated in this action or proceeding, if any, said copy of Decree of Dissolution of Marriage having been mailed, being within three (3) days exclusive of weekends and holidays, after the filing of said Decree.

Dated this 22nd day of December, 2015.



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Attorney for Petitioner