



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

In re the Marriage of:

[REDACTED]

Petitioner,

and

[REDACTED]

Respondent.

DISTRICT COURT
FILED
DEC 30 2015
SALLY HOWE SMITH, COURT CLERK
STATE OF OKLAHOMA - TULSA COUNTY

2015 DEC 30 PM 1:49

SALLY HOWE SMITH
COURT CLERK

CASE NO. [REDACTED]
[REDACTED]
[REDACTED]

AGREED DECREE OF DISSOLUTION OF MARRIAGE

NOW, on this 30 day of December, 2015, this matter came on for entry of this consent decree in lieu of further proceedings herein. Petitioner having filed his Petition for Dissolution of Marriage herein on October 30, 2015; and, Respondent having filed is Entry Appearance and Waiver of Service of Summons on December 10, 2015. Petitioner appears personally together with her attorney, Moura A.J. Robertson of MOURA ROBERTSON FAMILY LAW and Respondent appears not, having heretofore executed this Agreed Decree of Dissolution of Marriage; and the Court having heard the oral testimony of Petitioner sworn and examined, having received the stipulations and agreements of the parties as hereinafter set forth and being fully advised in the premises, makes the following **FINDINGS AND ORDERS**:

1. **THE COURT FINDS:** that it has jurisdiction over the parties and the subject matter of these proceedings; both parties having entered their appearance herein; Petitioner was a resident of the State of Oklahoma for more than six (6) months preceding the filing of her Petition

for Dissolution of Marriage herein and resident of Tulsa County for more than thirty (30) days preceding the filing of the Petition for Dissolution of Marriage herein.

2. **THE COURT FURTHER FINDS:** that this is a consent Decree such that the parties have negotiated and agreed to its terms and provisions as evidenced by their signatures hereon, waiving all objections and rights inconsistent with the terms hereof, and have asked this Court to make their agreement the order and judgment of this Court. The Court recognizes that this is a consent order, wherein each party, having adequate opportunity to discuss this matter with counsel of their choice, has knowingly, willingly, and intentionally waived such rights as they may have under the pleadings in this case, or under existing case or statutory law, specifically including the right to a hearing and trial on these issues, in order to resolve this matter in the manner hereinafter set forth. That the parties hereto have had full opportunity to discuss this matter and their rights with their respective counsel or counsel of their choice. Further, to the extent that either party has waived any statutory rights to trial and hearing, etc., the Court finds that such waiver was knowingly entered into freely and voluntarily; **PROVIDED, HOWEVER,** that the parties do not waive any provision of the law of the State of Oklahoma respecting any term or condition hereof save and except only as any such provision is specifically hereinafter recited and waived, it being the intent of the parties that all provisions of the law of the State of Oklahoma shall apply to the obligations created by this Order excepting only those that are voluntarily and knowingly waived by specific written reference, even though this Order is entered pursuant to the agreement of the parties.

3. **THE COURT FURTHER FINDS:** that the parties stipulate and represent that they have fully disclosed to each other all marital and separate property held by each of them, as well

as all other matters relevant and material to a fair and equitable division of the marital estate between the parties, and that this agreement is based on that representation.

4. **THE COURT FURTHER FINDS:** that Petitioner and Respondent were legally married on July 12, 1980, in Hulbert, Oklahoma and have been and now are husband and wife, and that of the marriage two (2) children were born and both of them have reached the age of majority. Petitioner is not now pregnant.

5. **THE COURT FURTHER FINDS:** that a state of irreconcilable incompatibility has arisen between the parties hereto that has completely destroyed the aims and purposes of the marriage and that both Petitioner and Respondent shall be awarded a Decree of Dissolution of Marriage each from the other on the grounds of incompatibility.

6. **THE COURT FURTHER FINDS** that, as a division of the parties' property, Petitioner shall be awarded her separate property acquired by her prior to the parties' marriage or after the parties' separation or acquired by her by gift or inheritance during the parties' marriage, free and clear of any right, claim and interest of Respondent, and the following jointly-acquired property acquired by the parties during the marriage and before their separation, free and clear of any right, claim and interest of Respondent:

- A. All right, title and interest in the former marital residence located at 1620 South Columbia Place, Tulsa, Oklahoma subject to any indebtedness thereon and more particularly described as:

Lot 10, Block 2, Glendale Addition,
Tulsa County, State of Oklahoma

- B. All right, title and interest in the 2006 Ford Mustang VIN 1ZVFT84N165167854;
- C. One-half (½) of the value of the parties Health Saving Account;
- D. The following items which are currently located at 1620 S. Columbia Place;
1. Antique Kitchen Cabinet;
 2. Cedar Chest;
 3. Pencil Post Bed Frame;
 4. Stove;
 5. Dishwasher;
 6. Washer & Dryer;
 7. Undercabinet Microwave;
 8. Two (2) bedroom sets;
 9. Sofa;
 10. Chair;
 11. Three (3) tables;
 12. Dining room set;
- E. All personal property currently in Petitioner's possession;
- F. All right, title and interest in any life insurance policies currently titled in Petitioner's name; and
- G. All right, title and interest in any bank, brokerage or stock accounts currently titled in Petitioner's name alone.

7. **THE COURT FURTHER FINDS** that, as a division of the parties' property, Respondent shall be awarded his separate property acquired by him prior to the parties' marriage or after the parties' separation or acquired by him by gift or inheritance during the parties' marriage, free and clear of any right, claim and interest of Petitioner, and the following jointly-acquired property acquired by the parties during the marriage and before their separation, free and clear of any right, claim and interest of Petitioner:

- A. All right, title and interest in the former marital residence located at 4500 Maple Drive, Sand Springs, Oklahoma subject to any indebtedness thereon and more particularly described as:

Lot 6, Block 12, Walnut Creek
2nd Extension to the City of Sand Springs,
Tulsa County, State of Oklahoma

- B. All right, title and interest in the 2008 Jeep Wrangler VIN 1J4FA24118L543562, subject to any indebtedness thereon;
- C. All right, title and interest in the 1996 Ford Taurus VIN 1FALP52U9TG312969, subject to any indebtedness thereon;
- D. All right, title and interest in the 2012 Yamaha XT2 VIN YADG19EXCA008280, subject to any indebtedness thereon;
- E. 1994 Dutchman 10' Pop-up Trailer; subject to any indebtedness thereon;
- F. Gun Inventory;
- G. Gun Safe;
- H. Kayak;
- I. All Bicycles;

- J. All Tools;
- K. All Electronics located at [REDACTED] including but not limited to all televisions and all computers;
- L. All household furnishing not specifically awarded to Petitioner;
- M. All right, title and interest in Respondent's 401K retirement account;
- N. All right, title and interest in Respondent's Capital One IRA account;
- O. All right, title and interest in Respondent's ESPP;
- P. One-half (½) parties Health Savings Plan;
- Q. All personal property currently in Respondent's possession;
- R. All right, title and interest in any life insurance policies currently titled in Respondent's name; and
- S. All right, title and interest in any bank, brokerage or stock account currently titled in Respondent's name.

8. **THE COURT FURTHER FINDS** that the parties agree and stipulate that the following is an equitable division of their separate and jointly acquired debt:

A. Petitioner shall assume and pay:

- 1. All debts incurred by her personally both before the parties' marriage and since the date of separation of the parties, to wit: October 1, 2011;
- 2. All credit card accounts and other debts in her name;
- 3. One hundred percent (100%) of the Commerce Bank HELOC account ending in 8580, which shall be paid within eighteen (18) months of

the entry of the Decree or Petitioner shall, after eighteen (18) months refinance the balance. Once the Commerce Bank HELOC account ending is 8580 is paid in full Respondent shall execute the Quit Claim Deed to the property;

B. Respondent shall assume and pay:

1. All debts incurred by him personally since the date of separation of the parties, to wit: October 1, 2011;
2. All credit card accounts and other debts in his name;
3. One hundred (100%) of the loan secured by the residence awarded to him herein, above;
4. One hundred percent (100%) of the loan secured by the 2008 Jeep Wrangler awarded to him herein, above;
5. One hundred percent (100%) of the debt associated with the Direct Parent Plus Loan ending in xx8559; and
6. One hundred percent (100%) of the 2015 property taxes due for the residence located at 1620 S. Columbia Place, Tulsa, Oklahoma; and

9. **THE COURT FURTHER FINDS** that as further division of the parties' marital property and debts, the parties agree that upon the entry of this Agreed Decree of Dissolution of Marriage, all joint checking and savings accounts and credit cards shall be closed or the title to the same changed to the name of the party to whom the same is awarded herein, and that if either party fails or refuses to abide by this provision, such party shall indemnify, defend and otherwise hold

the other harmless from any and all liability thereon, including attorney fees and costs incurred in the enforcement of this provision.

10. **THE COURT FURTHER FINDS** that each party shall hold the other harmless from liability on all debts each is to pay under the terms of this Decree, and to indemnify, defend and/or reimburse debts, as herein above specified, as these orders and agreements are intended to be and are in the nature of support and are, therefore, a non-dischargeable Domestic Support Order and Obligation under all applicable provisions of the Bankruptcy Code and other applicable law, including all attorney fees and costs incurred in defense of creditors suits or prosecution of any action to enforce this provision.

11. **THE COURT FURTHER FINDS** that each party represents and warrants unto the other that they have heretofore declared and paid all income taxes due on all joint income tax returns filed by the parties for all taxable years during their marriage; and that the parties agree that in the event any assessment, penalty, or interest arises related to the joint income tax returns filed by the parties during their marriage or due to be filed by the parties for tax years during their marriage which is specifically attributable to one party, then that party who is responsible shall pay the entire amount, including interest and penalty, if any, and shall hold the other party harmless therefrom and shall not permit any such deficiency assessment, penalty, or interest to become a lien upon the other party's property awarded hereunder or otherwise; and, in the event any assessment, penalty, or interest arises related to the joint income tax returns filed by the parties during their marriage or due to be filed by the parties for tax years during their marriage which is not specifically attributable to one party, the parties shall share the liability for such assessment,

penalty, or interest based upon their respective share of joint taxable income for the applicable tax year.

12. **THE COURT FURTHER FINDS** that no bankruptcy proceeding is currently pending such that an automatic stay would prevent this Court from entering this Decree herein.

13. **THE COURT FURTHER FINDS** that Respondent shall pay Petitioner the sum of one-thousand dollars (\$1,000.00), within ten (10) days of the entry of the Decree for Petitioner's attorney fees and costs incurred herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that Petitioner and Respondent are each hereby granted a full, final and complete dissolution of marriage from the other upon the grounds of incompatibility, and that the bonds of matrimony heretofore existing between them be and hereby are set aside and held for naught, provided however, that it shall be unlawful for either party to marry in this state a person other than the other party herein within six (6) months from the date of this Decree of Dissolution of Marriage or to cohabit with such other person in this state during said six (6) months period if the marriage takes place in another state.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the above and foregoing findings numbered 1. through 13., inclusive, hereby are **ORDERED, ADJUDGED AND DECREED** as if hereinafter set out at length, and judgment is rendered and entered accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that within ten (10) days from and after the date of this Decree of Dissolution of Marriage, each of the parties shall execute and deliver to the other such instruments as will reasonably effect the awards and transfers provided herein. If either party fails to do so, then this Decree shall operate as such conveyance.



JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM AND CONTENT:

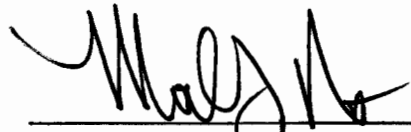


PETITIONER



RESPONDENT, *Pro Se*

APPROVED AS TO FORM:



Moura A. J. Robertson, OBA No. 14965

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