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IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

STATE OF OKLAHOMA

2015 DEC -9 PM 1:02

DISTRICT COURT
FILED

DEC 09 2015

In re the Marriage of:

[REDACTED]

Petitioner,

and

[REDACTED]

Respondent.

SALLY HOWE SMITH
COURT CLERK

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

CASE NO. [REDACTED]

[REDACTED]

DECREE OF DISSOLUTION OF MARRIAGE

NOW on this 9th 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, [REDACTED] is present, and is represented by her attorney, Barbara Ann Bartlett; and Respondent, [REDACTED] aka [REDACTED] does not appear, and is pro se. Both 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 28th day of April, 1984 in Tulsa County, Oklahoma 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.

6. SETTLEMENT AGREEMENT:

- a. The parties entered into a Settlement Agreement on December 9, 2015.
- b. The Court has reviewed the Settlement Agreement of Petitioner and Respondent and has determined it to be a fair and equitable property division and expense allocation.
- c. The Court approves the Settlement Agreement.
- d. The Settlement Agreement is not filed with the court as a measure of privacy. If, however, either party feels aggrieved and must enforce any terms of the Settlement Agreement, that party may file that document into Court under the above referenced file number. The terms therein will be immediately enforceable without further adoption by the Court. The Settlement Agreement shall act as an Order of the Court even though the judge has not signed that document. The judge, by signing this Decree which incorporates the agreement, gives that agreement the same form and status as an order bearing the judge's signature.

CHILDREN

7. CHILDREN:

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

PROPERTY AND DEBTS

8. **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 as set forth in the Settlement Agreement to which she is entitled.

9. **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 as set forth in the Settlement Agreement to which he is entitled.

10. **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

11. **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 as set forth in the Settlement Agreement for which she is responsible.

12. **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 as set forth in the Settlement Agreement for which he is responsible.

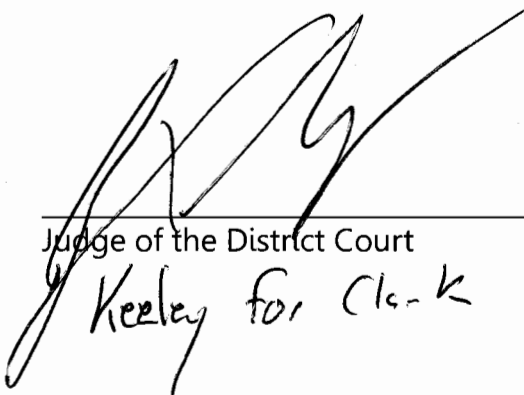
MISCELLANEOUS

13. **BANKRUPTCY:**

a. Neither party has ever filed bankruptcy.

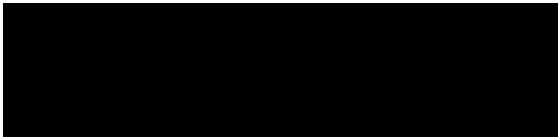
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Petitioner and Respondent herein be and they are hereby awarded an absolute Decree of Dissolution of marriage each from the other on the grounds of incompatibility, and the bonds of matrimony heretofore existing between said parties are 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 12, 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.

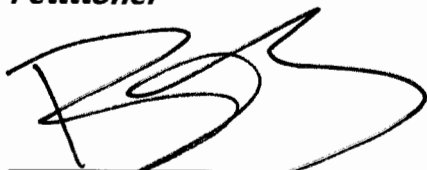


Judge of the District Court
Keeley for Clerk

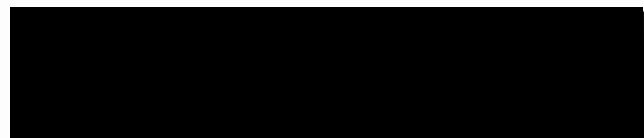
APPROVED AS TO FORM AND CONTENT:




Petitioner



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



 *pro se*
2540 S. Birmingham Place
Tulsa, OK 74114
(918) 629-0029
Respondent

ACKNOWLEDGEMENT

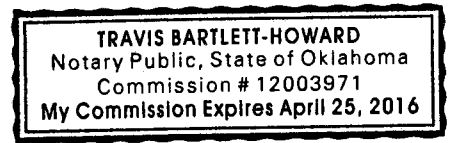
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

8th Before me, a Notary public in and for the County and State aforesaid, on this day of December, 2015, personally appeared [REDACTED] 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

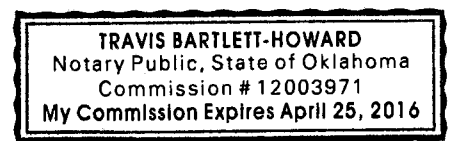
STATE OF OKLAHOMA)
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Travis Bartlett-Howard
Notary Public

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



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 9th day of December 2015 by first class mail with postage thereon duly prepaid to the following:



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 9th day of December, 2015.

A handwritten signature in black ink, appearing to read 'Barbara Ann Bartlett'.

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Attorney for Petitioner