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IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

2016 NOV -7 PM 2:55

IN RE THE MARRIAGE OF:

[Redacted]

Petitioner,

and

[Redacted]

Respondent.

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)
) Case No. [Redacted]
)
)
)

DISTRICT COURT
FILED
NOV 07 2016
JULY 2016 WITH DEPT. CLERK
STATE OF OKLAHOMA

DECREE OF DIVORCE

NOW on this 7th day of November, 2016, the above entitled cause comes on before the undersigned Judge of the District Court. The Petitioner appears in person, and by and through her attorney of record, Benjamin Aycock of James R. Gotwals & Associates, Inc., and the Respondent, appears by and through his attorney of record, Max C. Myers of Stanley & Myers. The Court having reviewed the Court file, the agreements of the parties and having heard the sworn testimony of the Petitioner, approves the agreement and FINDS, ORDERS and DECREES as follows:

That this Court has personal jurisdiction over both parties and jurisdiction over this matter. That this is the appropriate venue for this action.

That the Petitioner is now and has been for more than six (6) months next preceding the filing of Petitioner's Petition herein, a bona fide resident, in good faith, of the State of Oklahoma, and is now and has been for more than thirty (30) days prior to the filing of Petitioner's Petition an actual resident, in good faith, of Tulsa County, Oklahoma.

That the parties hereto were married on or about the 11th day of August, 1984, in Wellston, Oklahoma, and have been since that time, and are at the present time, husband and wife.

That of the parties' marriage two (2) children have been born, both which are now of majority age. That no other children have been born or adopted by the parties and the Petitioner is not now pregnant.

That the Petitioner and Respondent are entitled to an absolute Decree of Divorce, each from the other, upon the statutory grounds of incompatibility.

The parties have made an agreement whereby the separate and joint property of each party is identified, distributed and divided. Pursuant to said Agreement, the Petitioner shall receive as her sole and separate property the following, free of any claim, right or interest of the Respondent:

- A. All property owned by Petitioner prior to the marriage;
- B. All property or assets in the Petitioner's name not specifically awarded to Respondent herein;
- C. All property acquired by Petitioner separately since the filing of the Petition for divorce herein;
- D. All Petitioners' clothing, shoes, coats and personal papers;
- E. The Dodge Charger automobile, VIN # 2C3-CDXJG4GH-105351;
- F. All household items currently in the possession of the Petitioner; and
- G. Any and all interest in and to the Petitioner's 401(k) account in her name.

The Respondent shall receive as his sole and separate property the following, free of any claim, right or interest of the Petitioner:


- A. All property owned by Respondent prior to marriage;
- B. All property or assets in the Respondent's name not specifically awarded to Petitioner herein;
- C. All property acquired by Respondent separately since the filing of the Petition for divorce herein;
- D. All Respondent's clothing, shoes, coats and personal papers;
- E. The Lincoln automobile, VIN # 1LNHL9DK3FG604258;
- F. Any and all interest in and to the business known as International Craters, Inc.;
- G. Respondent's 401(k) account with International Craters, Inc.; and,
- H. Respondent's IRA account with Ameritrade.

The parties have made an agreement whereby they have divided the separate and joint debts of the parties. Pursuant to said Agreement, the Petitioner shall be obligated to pay and hold Respondent harmless from all further liability on the following debts.

- A. Any and all indebtedness in the credit cards held by Petitioner in her name; and,
- B. Any and all indebtedness acquired by Petitioner since the filing of the Petition.

The Respondent shall be obligated to pay and hold Petitioner harmless from all further liability on the following debts:


- A. Any and all indebtedness in the credit cards held by Respondent in his name; and,
- B. Any and all indebtedness associated and/or incurred on behalf of the business known as International Craters, Inc.;
- C. The remaining obligations set forth on Petitioner's Annuity as set forth above; and,
- D. Any and all indebtedness acquired by Respondent since the filing of the Petition.

That the Respondent shall be and is hereby ordered to pay to the Petitioner alimony in lieu of property division in the total sum of \$175,000.00. Said alimony shall be payable at the monthly rate of \$3,500.00 beginning on the 1 day of Oct, 2016, and continuing on the 1 day of each and every month until paid in full. 

That the Petitioner and Respondent shall be and are hereby awarded all right, title and interest in the real property located in Tulsa County, Oklahoma, more legally described as follows:

Wellstone II at Forest Ridge: Block 1, Lot 11


That said real property is currently on the market for sale. Respondent will quit claim his interest in the property to Petitioner, subject to the Respondent making the payments associated with the Property until September 1, 2016. Further, upon the sale of the real property, the Petitioner shall be awarded 80% of the proceeds and the Respondent shall be awarded 20% of the proceeds. Respondent will continue to make the payment however, he will recoup the

October ^{put A} 
payments made ~~September~~ 1, 2016 and thereafter. The court specifically reserves jurisdiction over the Tulsa County Property until it is sold.

In consideration of the execution of this Decree of Divorce, the transfer of the property and the assumption of payment of the debts of the parties all as set forth herein, the parties agree that they shall receive the same as full and complete settlement of all claims, rights, and interest accrued from the marital relationship. Each party does hereby release all claims and demands of any and every kind or nature against the other arising from their relationship, including, but not limited to, any liability now or hereafter existing or accruing for support, maintenance, alimony, property division or tort, except as specifically provided for herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the parties herein be and they are hereby awarded an absolute Decree of Divorce 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 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 the above paragraphs 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.

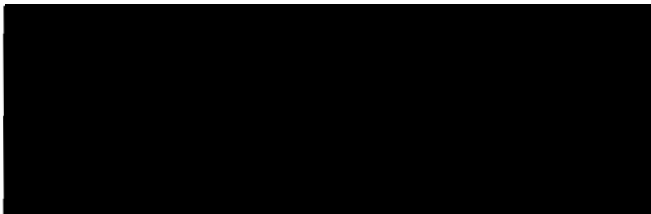

JUDGE OF THE DISTRICT COURT

Approved as to form and content:



A handwritten signature in cursive script, appearing to read "Ben Aycock", written over a horizontal line.

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A handwritten signature in cursive script, appearing to read "Max C. Myers", written over a horizontal line.

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