



IN THE DISTRICT COURT FOR TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

APR 20 2016

IN RE THE MARRIAGE OF:

SALLY HOWE SMITH  
COURT CLERK

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

Petitioner,

Case No.

and

Respondent.

**AGREED DECREE OF DIVORCE AND DISSOLUTION OF MARRIAGE**

ON the 20 day of April, 2016, this matter came before the undersigned Judge of the District Court. The Petitioner, Cindy Davis, represented by Joel A. LaCourse of Stoops & LaCourse, PLLC, appears in person. The Respondent, Steve Davis, represented by James W. Feamster, III and Adam P. Carroll of Feamster & Carroll, PLLC, appears in person. The parties have reached an agreement as to all issues and both parties have signed this *Agreed Decree of Divorce and Dissolution of Marriage*, indicating their agreement to the terms set forth herein. The parties request that said agreement be presented to the Court for its review, approval, and merger into the judgment, decrees and orders of the Court at this time. Having reviewed the Court file and appearance docket, and otherwise being fully advised in the premises, the Court **FINDS** as follows:

**I.**

**JURISDICTION**

1. Petitioner and Respondent were lawfully married on August 5th, 1977, in Oklahoma City, OK, and their marital relation has existed since that time. The parties' children have all reached the age of majority and the Petitioner is not pregnant.
2. Both parties were bona fide residents of the State of Oklahoma for more than six (6) consecutive months, and of Tulsa County for more than thirty (30) consecutive days immediately preceding the filing of the Petition herein. This Court has jurisdiction over the subject matter of this action and venue is proper.
3. The parties' incompatibility, within the meaning of 43 O.S. § 101, has destroyed the legitimate

aims of the marriage such that the marriage should be dissolved and a divorce should be awarded to the parties, each to the other.

4. The parties have entered into an agreement which fully settles, compromises, and resolves all issues between them herein. More particularly, the parties have agreed that the Court should enter the following orders, judgments, and decrees, to wit:

## II.

### PROPERTY DIVISION

5. **Property to Petitioner.** Petitioner shall be awarded all right, title, and/or interest in the real and personal property as her separate property, free from any claim by Respondent, to wit:
- A. All personal property in her possession and/or control, except the Waterford Crystal, which Petitioner will return to Respondent;
  - B. All savings, checking, and other bank accounts held solely in her name, to wit:
  - C. Fifty percent (50%) of Petitioner's Wells Fargo account ending in 3924, to be divided by within thirty (30) days of the entry of this *Decree*. Any fees shall be split equally between the parties;
  - D. Fifty percent (50%) of all of the Respondent's Retirement or pension accounts, to be divided by *Qualified Domestic Relations Order*, any fees shall be split equally between the parties and divided within thirty (30) days of the entry of this Decree, including but not limited to:
    - a. Wells Fargo IRA, account ending in 6354; and
    - b. Wells Fargo Annuity, account ending in 6282.
  - E. One Hundred percent (100%) of the Petitioner's Wells Fargo Employee 401(k) account;
  - F. The vehicle currently in her possession, to wit, the 2010 Volvo Wagon;
  - G. All property owned and/or held by Petitioner prior to the marriage, including but not limited to:
    - a. Her Mother's & Grandmother's silverware; and
    - b. Her Grandmother's chair & stool.
6. **Property to Respondent.** Respondent shall be awarded all right, title, and/or interest in the



following personal property, to wit:

- A. All personal property in his possession and/or control;
  - B. All savings, checking, and other bank accounts held in his name;
  - C. Fifty percent (50%) of Petitioner's Wells Fargo account ending in 3924, to be divided within thirty (30) days of the entry of this *Decree*. Any fees shall be split equally between the parties;
  - D. Fifty percent (50%) of all of the Respondent's Retirement or pension accounts, to be divided by *Qualified Domestic Relations Order*, any fees shall be split equally between the parties and divided within thirty (30) days of the entry of this Decree, including but not limited to:
    - c. Wells Fargo IRA, account ending in 6354; and
    - d. Wells Fargo Annuity, account ending in 6282.
  - E. The vehicle currently in his possession, to wit, the 2014 Ford Edge;
  - F. All property owned and/or held by Respondent prior to the marriage, including but not limited to:
    - a. Waterford Crystal.
7. **Joint Household Property.** The parties are in agreement as how the household items shall be divided. The Petitioner does not want any household property. The household furniture that the Respondent does not want, shall be sold by both parties at an estate sale, once the home is sold. The proceeds shall be divided equally.

### III.

#### DEBT DIVISION

8. **Indebtedness to Petitioner.** Petitioner will be ordered to pay, and to indemnify and hold Respondent harmless from all claim, loss, demand and liability from the following debts, to wit:
- A. Any indebtedness on any property awarded to Petitioner herein;
  - B. ½ of the Marital Real Estate Taxes, until sold;
  - C. ½ of the Marital Homeowner Dues, until sold; and
  - D. Any debts incurred by Petitioner after the date the *Petition* was filed on October 13, 2015.



9. **Indebtedness to Respondent.** Respondent will be ordered to pay, and to indemnify and hold Petitioner harmless from all claim, loss, demand and liability from the following debts, to wit:
- A. Any indebtedness on any property awarded to Respondent herein;
  - B.  $\frac{1}{2}$  of the Marital Real Estate Taxes, until sold;
  - C.  $\frac{1}{2}$  of the Marital Homeowner Dues, until sold; and
  - D. Any debts incurred by Respondent after the date the *Petition* was filed on October 13, 2015.

IV.

**ADDITIONAL ORDERS**

10. **Marital Residence.** The parties agree to list the marital residence for sale within ninety (90) days of entering this Decree. The parties shall equally divide the net proceeds from the sale of the marital residence, less all expenses, taxes, homeowner fess and insurance paid and accounted for by Respondent, to prepare the house for sale.
11. The parties shall mutually agree upon a realtor to list the home for sale. Both parties shall cooperate with the realtor. If the parties cannot jointly decide upon the listing price, the realtor has the final say in the listing price. If the realtor suggests any repairs to the home or repairs and maintenance the parties jointly agree to, the parties shall equally share the cost of such repair.
12. The Respondent shall be allowed to reside in the home until sold and shall be responsible for any expenses of the home, i.e. utilities, until the home is sold or until he moves out. While the Respondent resides in the home, he agrees to keep the home "show ready" for potential buyers.
13. **2015 Taxes.** The parties agree to work together to file joint, state and federal taxes for the 2015 tax year. The parties shall equally divide the cost of tax preparation. If the parties receive a refund, the parties agree to equally divide the return. If there is any money owing, the parties shall equally divide such expense.
14. **Health Insurance.** The Respondent shall pay Petitioner no more than Three Hundred Dollars (\$300.00) a month, for up to three (3) years, from the entry of this order or until Petitioner receives health and dental insurance through her employer, if available. Once Petitioner has health and dental insurance through fulltime employment, Petitioner shall notify the Respondent, in writing, within thirty (30) days of such change. Upon notification, Respondent

shall cease payment to Petitioner.

15. Each party shall be responsible for their attorney fees incurred in this matter.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** by the Court that each party is granted a full, final, and complete dissolution of marriage from the other on the grounds of incompatibility, and the bonds of matrimony heretofore existing between the Petitioner and Respondent are set aside and held for naught.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by the Court that the above and foregoing findings, numbered one (1) through fifteen (15) and all respective subparts thereto, are hereby **ORDERED, ADJUDGED, AND DECREED** as if fully set forth hereinafter, and Judgment is rendered and entered accordingly.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by the Court that each of the parties is hereby **ORDERED AND DIRECTED** to allow the other to take physical possession of the property awarded to him or her herein, and to execute and deliver to the other such assignments, bills of sale, deeds, titles, or other documents that may be reasonably necessary to carry out the terms of the Orders and Judgments set forth herein, within thirty (30) days from the date this Agreed Decree is filed, unless another time frame is specifically set out herein. If any party fails to execute such necessary documents, they are subject to contempt of Court and this Decree shall operate as a conveyance of the assets awarded to each herein

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** by the Court that neither party can marry a third party in the State of Oklahoma for a period of six (6) months from the date of this Decree.

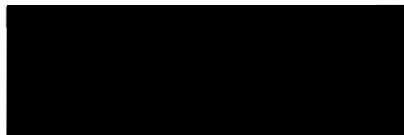
*Neither party was fined for Contempt in the prior six (6) years.*

Dated this 20 day of April, 2016.


  
JUDGE OF THE DISTRICT COURT




*Agreed and approved:*



*Approved as to form and content:*

  
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*Attorneys for Respondent*



VERIFICATION

STATE OF OKLAHOMA

COUNTY OF TULSA

} ss.

I, [REDACTED] of lawful age and sound mind, and being first duly sworn upon oath, state that I am the Petitioner above-named, that I have read the foregoing instrument and that all statements contained therein are true and correct to the best of my knowledge and belief.

[REDACTED]

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_  
Notary Public



VERIFICATION

STATE OF OKLAHOMA


COUNTY OF TULSA

} ss.

I, [REDACTED] of lawful age and sound mind, and being first duly sworn upon oath, state that I am the Respondent above-named, that I have read the foregoing instrument and that all statements contained therein are true and correct to the best of my knowledge and belief

[REDACTED]

Subscribed and sworn to before me on this 19 day of April, 2016.

My Commission Expires:  TRACY BLAKNEY  
Notary Public  
State of Oklahoma  
Commission # 09007944 Expires 09/18/17

Tracy Blakney  
Notary Public

