

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
MAY 12 2016
SALLY HOWE SMITH
CLERK
STATE OF OKLAHOMA
TULSA COUNTY

Case No: [REDACTED]

2016 MAY 12 AM 9:07
SALLY HOWE SMITH
COURT CLERK

DECREE OF DISSOLUTION OF MARRIAGE

NOW, ON THIS 12th day of May, 2016, this matter came on before me, the undersigned Judge, on the Petitioner's Petition for Dissolution of Marriage. The Petitioner appeared in person and with his attorney, Marcus S. Wright. The Respondent, [REDACTED] and her attorney, Todd Alexander, appeared not, but both the respondent and her attorney have approved this Decree by appropriately affixing their signatures hereto. The Court, after hearing an announcement that the parties have fully and finally settled all issues pending in this matter, finds that the parties' agreements should be given the force and effect of orders of this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the Petitioner is at this time, and has been for six (6) months prior to the filing of his *Petition*, a resident of the State of Oklahoma, and a resident of Tulsa County for more than thirty (30) days prior to the filing of the *Petition* herein.
2. That the parties were married on or about the 13th day of August, 1993, in Tulsa Oklahoma, and have been since that time, and are at present, husband and wife.

That of said relationship two (2) children have been born, namely; [REDACTED]
[REDACTED] born June 13, [REDACTED] who has attained the age of majority, and
[REDACTED] born March 20, [REDACTED] who is considered a
minor because she has not yet graduated from High School. The Respondent is
not now pregnant.

3. That neither party has filed for bankruptcy in the last six (6) years.
4. That the parties are irreconcilably incompatibility, which has destroyed the
legitimate aims of the marriage and rendered its continuation impossible; by
reason of which, the parties are each entitled to a divorce from one another
5. That the parties are hereby granted a Decree of Divorce each from the other on
the grounds of incompatibility; and that each party is prohibited from remarriage
within six (6) months of this date, except to each other.
6. The parties are hereby awarded joint custody of their minor child until May, 2016,
when the child graduates from High School. The child shall be allowed to travel
freely between the parties' residences for visitation purposes due to the fact that
the child reached eighteen (18) years old on March 20, 2015. Each party will be
responsible for one-half (½) of all out of pocket medical expenses on the minor
child. Each party will pay one-half (½) of any of the minor child's High School
extracurricular activities.
7. Petitioner shall be awarded the following described personal and real property
free and clear from any right, title, and interest of the Respondent:
 - A.) All personal property currently in his possession.
 - B.) East 60 acres of land located in Creek County, more particularly described
as:

The East 60 acres of The East ½ of the Southwest Quarter, Lots Three (3) and Lot Four (4) of Section Thirty (30), Township Fifteen (15) North, Range Seven (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT 6.12 acres for railroad right of way; and less and except all oil , gas and other minerals.

C.) All interest and ownership of Mid-America Water Technologies, Inc. Business.

D.) A home and lot located at [REDACTED] Oklahoma, more particularly described as:

Lot Four (4), Block Eight (8), Stonegate Estates, an addition to the City of Collinsville, Tulsa County, State of Oklahoma according to the recorded plat No.5315.

Subject to the indebtedness, thereon, which indebtedness the Petitioner shall pay, and indemnify and hold the Respondent harmless therefrom. Additionally, the Petitioner shall be required to refinance the mortgage on this residence, in his name only, within ninety (90) days following the filing and entry of this *Decree*.

E.) A 2013 Ford Mustang, bearing VIN#1ZVBP8CF7D5209096, subject to the indebtedness owed thereon, which the petitioner shall pay, and indemnify and hold the respondent harmless therefrom.

8. The Respondent shall be awarded the following described real and personal property free and clear from any right, title, and interest of the Petitioner:

A.) All personal property currently in her possession.

B.) West 100 acres of land, more particularly described as;

The West 100 acres of the East ½ of the Southwest Quarter, Lot (3) and Lot (4) all in Section (30), Township (15) North, Range (7) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT 6.12 acres for railroad right of way; and less and except all oil, gas and other minerals.

C.) A 2009 Honda Civic, bearing VIN# JHMFA36289S016450, subject to the indebtedness thereon, which indebtedness the Respondent shall pay, and indemnify and hold the Petitioner harmless therefrom.

- D.) A 2011 Ford Mustang GT 2D, bearing VIN # 1ZVBP8CF9B5158858, subject to the indebtedness owed thereon, which indebtedness the Respondent shall pay, and indemnify and hold the Petitioner harmless therefrom.
- E.) A 1984 GMC 1500 Pick-up and any parts related, bearing VIN#1GTEK14H2ES523179.
- F.) A 2011 Ford Escape, bearing VIN # 1FMCU0EG7BKC31990, subject to the indebtedness thereon, which indebtedness the Respondent shall pay, and indemnify and hold the Petitioner harmless therefrom.
- G.) A home and lot located at [REDACTED] more particularly described as:
- Lots One (1), Two (2), Three (3) and Four (4), Block Eight (8) Alley's Addition, City of Stroud, Lincoln County, State of Oklahoma, according to the recorded plat thereof, subject to the indebtedness thereon, which indebtedness the respondent shall pay, and indemnify and hold the petitioner harmless therefrom.
- H.) A Tractor and a Brush Hog, and a Disc.
- I.) All of the Respondent's American Airlines Retirement, American Airlines 401K, and her Nordam 401K
- J.) A Bank Loan from BancFirst in Stroud, OK, which indebtedness the Respondent shall pay, and indemnify and hold the petitioner harmless therefrom.
9. In addition to the allocations of indebtedness set forth hereinabove, the Petitioner shall be solely responsible for the following debts, and will indemnify and hold the Respondent harmless therefrom: any debts incurred in his name only and the existing Mortgage at [REDACTED]
10. In addition to the allocations of indebtedness set forth hereinabove, the Respondent shall be solely responsible for the following debts, and will indemnify and hold the Petitioner harmless therefrom: any debts incurred in her name.
11. Petitioner will be responsible for mortgage payment and any required

maintenance on the parties' home in Collinsville, through June of 2016.

Respondent can stay there until June 30, 2016, regardless if the divorce is final before then. Respondent and respondent's positions must be out of residence no later than July 1, 2016.

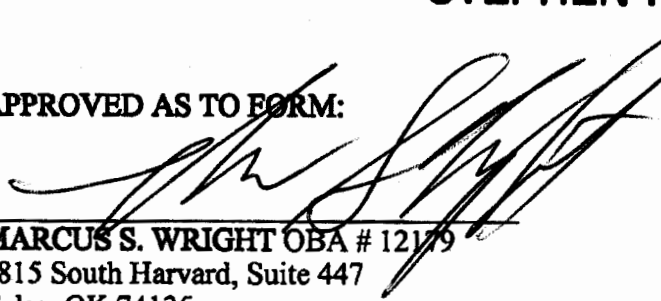

12. Each party will be responsible for one-half (1/2), 50/50, of the deductible and any out-of-pocket medical expenses for [REDACTED] and [REDACTED] as long as they remain on either the petitioner's or the respondents insurance.
13. The Petitioner will be responsible for the minor child's car maintenance and insurance expenses.
14. Each Party will be equally responsible for one-half (50/50) for the BancFirst Loan in Stroud Oklahoma until July 1, 2016, and thereafter the Respondent will then be 100% responsible for all obligation of said loan.
15. Each Party will be equally responsible one-half (50/50) for the payment of college books for [REDACTED] as long as [REDACTED] is attending Tulsa Community College under the Tulsa Achieves program.
16. Each party shall divide all costs associated with the minor child's high school extracurricular activities equally.
17. Petitioner and Respondent shall forthwith execute and deliver to the other such assignments, bills of sale, car titles, deeds, and any and all other conveyances of record necessary to carry the division of property into effect. In the event that either of said parties shall fail to do so within five (5) days from the date of this *Decree*, then this *Decree* shall operate as such conveyance or transfer of record.




JUDGE OF THE DISTRICT COURT

5-12-2016

STEPHEN R. CLARK

APPROVED AS TO FORM:


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AGREED TO BY:

