

IN THE DISTRICT COURT OF HOLT COUNTY, NEBRASKA

SANDRA A. OLSON,

Petitioner,

vs.

THEODORE V. OLSON,

Respondent.

Case No. 18056

**DECREE OF DISSOLUTION
OF MARRIAGE**

On January 24, 2000, this matter came on for final hearing. The petitioner appeared personally and was represented by James F. Cann, and the respondent appeared personally and was represented by Terrance A. Poppe. A trial was had to the Court. The matter was taken under advisement.

NOW, on **January 24, 2000** (the date of entry of decree), the Court, being fully advised in the premises, hereby finds, orders, adjudges and decrees as follows:

1. **JURISDICTION:** At filing, the petitioner resided in this county and now resides in this county. The petitioner resided in Nebraska for more than one year prior to filing. More than 60 days have passed since personal service was perfected or a voluntary appearance was entered. Neither party is now a party to any other pending action in any court for divorce, legal separation, or dissolution of marriage. Neither party is a member of the Armed Forces of the United States or any of its allies. The Court has jurisdiction of both parties and the subject matter of this action.

2. **MARRIAGE:** The petitioner and the respondent were married on May 30, 1955, in Spencer, Boyd County, Nebraska.

3. **DISSOLUTION:** All reasonable efforts to reconcile have been made and there is no reasonable possibility of reconciliation. The marriage is irretrievably broken and should be, and hereby is, dissolved. This decree becomes final and operative after 30 days from date of entry, except for purposes of appeal and except that neither party may remarry (other than to each other) for six months from date of entry and the parties are deemed as married for health insurance purposes during such six month period. If either

party dies prior to expiration of such time periods, the decree becomes final as of the date of entry.

4. **ISSUES TRIED AND ORALLY STIPULATED:** The parties were unable to agree as to certain issues and a trial was had on such issues. The parties stipulated in open court regarding division of property. The stipulation is fair and reasonable in all respects and is not unconscionable, and is hereby approved, and compliance therewith ordered, and the findings and orders hereinafter made incorporate such stipulation insofar as it goes, and the Court determines the other issues upon the evidence presented.

5. **PAYMENTS:** All payments of alimony, attorneys fees, and/or costs ordered in this decree shall be paid to the Clerk of the District Court of Holt County, Nebraska, for disbursement to the person entitled to receive the same. **NO CREDIT MAY BE ALLOWED FOR ANY PAYMENT NOT PAID THROUGH THE CLERK OF THIS COURT.**

6. **PETITIONER'S PROPERTY:** The petitioner's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

a. All of the property now in the petitioner's possession except as specifically awarded to the respondent herein.

b. All of the parties' right, title, and interest in and to the cause or causes of action existing in favor of the petitioner or the respondent, or any one or more of them, as currently represented in the cases now pending in this court, in:

(1) Case No. CI99-74, entitled "Theodore V. Olson, Sr., Plaintiff, v. Olson Industries, Inc., a Nebraska corporation, Defendant;"

(2) Case No. CI99-78, entitled "Ted Olson, Jr., et al., Plaintiffs, v. Theodore V. Olson, Sr., Defendant;" and,

(3) Case No. CI99-100, entitled "Theodore V. Olson, Sr., Plaintiff, v. Olson Industries, Inc., a Nebraska corporation, Defendant."

c. An undivided 30% interest in and to the parties' right, title, and interest in and to the cause or causes of action existing in favor of the petitioner or the respondent, or any one or more of them, as currently represented in the case now pending in this court, in Case No. CI99-72, entitled "Theodore V. Olson, Sr., Plaintiff, v. Olson Industries, Inc., a Nebraska corporation, Defendant," which shall be subject to payment of

the following items in the following order: first, to payment of reasonable attorney's fees incurred in the prosecution of the parties' interests in such cause or causes of action; second, to the payment of the parties' preexisting indebtedness to the United States of America, Department of the Treasury, acting through the Internal Revenue Service; third, to the payment of the parties' preexisting indebtedness to Dana F. Cole & Co.; fourth, to the payment of the parties' preexisting indebtedness to Frank Heinisch, representing attorney's fees; and the balance, if any, remaining thereafter, to the parties in their respective percentages.

d. 220 shares of the capital stock of the parties (representing 40% of the total shares of the parties) in Ted Olson Enterprises, Inc., a Nebraska corporation.

e. The following items of tangible personal property now in the respondent's possession:

- (1) the blue glass vases and pitchers;
- (2) the black glass decorative pitcher for oil;
- (3) the olive wood tray;
- (4) the family photographs of the children's graduations; and,
- (5) the Singer sewing machine.

Said items may be retrieved by the entrance of the petitioner upon the real estate of the respondent on Saturday, January 29, 2000, at 8:00 A.M., at which time the respondent shall be present to deliver possession of such items to the petitioner.

f. The following items of tangible personal property, to the extent that the same (or any portions or pieces thereof) are now or are hereafter determined to be in the respondent's possession:

- (1) 12-place china dish settings;
- (2) the electric coffee pot; and,
- (3) the silver tea service.

To the extent that the respondent may determine that the same is now in his possession, he shall make the same available to the petitioner and deliver the same at the same time as delivery of the items in the previous paragraph is accomplished. If the respondent thereafter discovers any such property in his possession, he shall notify the petitioner or

the petitioner's attorney within 10 days thereafter and accomplish delivery of such items to the petitioner within a reasonable time after such notice.

g. All bank accounts in the name of the petitioner.

7. **RESPONDENT'S PROPERTY:** The respondent's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

a. All of the property now in the respondent's possession except as specifically awarded to the petitioner herein.

b. An undivided 70% interest in and to the parties' right, title, and interest in and to the cause or causes of action existing in favor of the petitioner or the respondent, or any one or more of them, as currently represented in the case now pending in this court, in Case No. CI99-72, entitled "Theodore V. Olson, Sr., Plaintiff, v. Olson Industries, Inc., a Nebraska corporation, Defendant," which shall be subject to payment of the following items in the following order: first, to payment of reasonable attorney's fees incurred in the prosecution of the parties' interests in such cause or causes of action; second, to the payment of the parties' preexisting indebtedness to the United States of America, Department of the Treasury, acting through the Internal Revenue Service; third, to the payment of the parties' preexisting indebtedness to Dana F. Cole & Co.; fourth, to the payment of the parties' preexisting indebtedness to Frank Heinisch, representing attorney's fees; and the balance, if any, remaining thereafter, to the parties in their respective percentages.

c. 330 shares of the capital stock of the parties (representing 60% of the total shares of the parties) in Ted Olson Enterprises, Inc., a Nebraska corporation.

d. Lutheran Brotherhood insurance policy No. 0285983.

e. Lutheran Brotherhood insurance policy No. 0564100, subject to a charge thereon in favor of the petitioner in the amount of 50% of the cash value of \$1,249.00, or 624.50. Said charge shall be paid to the petitioner by the respondent forthwith. Such charge shall bear interest at the rate of 6.997% per annum from the date of decree until paid.

f. All of the parties' right, title, and interest in and to the real estate commonly described as 105 West Neeley, Atkinson, Nebraska, and legally described as:

Lots 1 and 2, and the East Half of Lot 3, Block E, Neeley's Second Addition to the City of Atkinson, Holt County, Nebraska.

g. All of the parties' right, title, and interest in and to a tractor collection, including, but not limited to, fifteen (15) Moline tractors.

h. All bank accounts in the name of the respondent.

8. **DEBTS:** The indebtedness of the parties shall be paid as follows:

a. Each party shall pay the debts incurred by them personally since their separation on January 26, 1984, including, but not limited to, any credit card indebtedness individually incurred by such party after separation.

b. Each party shall pay the debts secured by encumbrances upon the property awarded to such party herein.

c. The respondent shall pay the following: all of the parties' indebtedness (whether individual, joint, or as guarantor) to the respondent's father, Vincent Olson.

d. Each party shall indemnify and hold the other party harmless of all liabilities such party is required to pay and of all debts encumbering property such party receives.

9. **ALIMONY:**

a. Regarding temporary support:

(1) The parties considered the temporary order dated March 15, 1984 (filed on March 26, 1984) as temporary child and spousal support, notwithstanding the apparent characterization of such support by the order as child support.

(2) Upon the child attaining the age of majority, the support obligation of the respondent for the petitioner under such order continued in the full amount of \$1,000.00 per month on the first day of each month thereafter until further order.

(3) There has been no further order until the entry of this decree.

(4) The clerk is directed to correct the judgment records of this court to show such amount as combined child and spousal support, in the amount of \$500.00 on March 15, 1984, and in the amount of \$1,000.00 on the first day of each month thereafter, from April 1, 1984, through August 1, 1989, inclusive, and to show the amount of \$1,000.00 per month thereafter as spousal support, from September 1, 1989, through

January 1, 2000, inclusive, and to show the payments made by the respondent in partial satisfaction thereof.

(5) The arrearage of \$11,000.00 is preserved herein and is ordered paid by the respondent forthwith. Such arrearage shall bear interest at the rate of 6.997% per annum from the date of decree until paid.

b. The respondent shall pay alimony to the court clerk for disbursement to the petitioner at the rate of \$1,200.00 per month.

(1) The first such installment shall be due on February 1, 2000, and a like amount due on the first day of each consecutive month thereafter until the obligation for support terminates.

(2) Such alimony shall terminate on the first to occur of the following: (a) the death of either party, (b) the remarriage of the petitioner, or, (c) the qualification of the petitioner to actually begin to receive Social Security retirement or disability benefits based upon the earning record of the respondent.

(3) Termination of the support obligation of respondent based upon qualification for Social Security benefits by petitioner shall not be deemed to have occurred until the respondent shall have provided actual notice in writing to the petitioner or the petitioner's attorney that the petitioner is currently entitled to receive such benefits and providing such specific information as is necessary for the petitioner to make application for such benefits.

(4) There shall be no interest upon any installment paid on or before the due date thereof, but any delinquent installment shall bear interest at the rate of 6.997% per annum from due date until paid.

c. In addition, the indemnities as to debts and encumbrances are provided in partial substitution for alimony payments, and any such indemnity obligation shall be considered to be "in the nature of support," for the benefit of the party to whom the particular indemnity obligation runs.

10. **COSTS AND ATTORNEYS FEES:** In addition to any attorney fees or costs previously taxed to the respondent, the respondent shall pay attorney fees for the benefit of petitioner's attorney of \$6,000.00, taxed as additional costs of this action, at the rate of

\$200.00 per month, commencing on March 1, 2000, and on the first day of each consecutive month thereafter until paid in full. There shall be no interest upon any installment paid on or before the due date thereof, but any delinquent installment shall bear interest at the rate of 6.997% per annum from due date until paid. Each party shall be responsible for the other costs previously incurred by or previously ordered paid by such party.

11. **CHILDREN:** There are no children of the marriage whose welfare would hereafter be affected by this decree. The child that was subject to the obligation of support at the commencement of this action has attained the age of majority, and all child support attributable to such child has been paid in full.

12. **REPORTS:** Each party shall be required to furnish the Clerk of the District Court of Holt County, Nebraska, in writing, with such party's address (including specific street address or other physical location, in addition to mailing address), telephone number, and social security number, the name and address of such party's employer, whether or not such person has access to employer-related health insurance coverage and, if so, the health insurance policy information, and any other information that the Court shall deem relevant until any judgment for alimony, child support, property settlement, attorneys fees, and/or costs, herein made are paid in full. Each party shall also be required to advise the Clerk of any changes in such information between the time of entry of this Decree and payment of the judgment in full, within ten (10) days after the effective date of such change. Failure to comply with the provisions of this section shall be punishable by contempt.

13. **DOCUMENTATION:** Each party is ordered to execute and deliver to the other party such documents as will be necessary to transfer all of the interest of the party not receiving the property to the party who shall receive the particular property under this Decree. In the event that any party fails to execute and deliver such documents within thirty (30) days of this Decree, this Decree shall have the effect of a conveyance and/or release under NEB. REV. STAT. § 25-1304, as amended, with the same effect as though the appropriate documents of conveyance or release had been executed and delivered in conformity with this Decree.

14. **JUDGMENT:** Judgment is hereby entered against respondent and in favor of petitioner for alimony, the charge imposed upon property awarded to respondent in the division of property, attorneys' fees, and costs as above set forth.

IT IS THEREFORE ORDERED that the parties to this action shall fully comply with the above findings and orders.

Dated and entered on January 24, 2000.

If checked, the Court Clerk shall:

- : Mail copy of decree to all counsel of record and to any pro se parties.
Done on _____, 20__ by _____.
- : Enter judgment on the judgment record.
Done on _____, 20__ by _____.
- : Mail postcard/notice required by § 25-1301.01 within 3 days.
Done on _____, 20__ by _____.
- : Note the decision on the trial docket as: Signed "Decree of Dissolution of Marriage" entered; judgment entered accordingly.
Done on _____, 20__ by _____.

Mailed to:

BY THE COURT:

William B. Cassel
District Judge