

**IN THE DISTRICT COURT OF HOLT COUNTY, NEBRASKA**

**HELEN MARY HEESE,**

Petitioner,

vs.

**WAYNE LAVERNE HEESE,**

Respondent.

Case No. CI99-132

**DECREE OF DISSOLUTION  
OF MARRIAGE**

**DATE OF HEARING:** March 8, 2000.

**DATE OF RENDITION:** May 4, 2000.

**DATE OF ENTRY:** Date of filing by court clerk.

On March 8, 2000, this matter came on for final hearing. The petitioner appeared personally and was represented by Forrest F. Peetz, and the respondent appeared personally and was represented by Frank Roubicek. A trial was had to the Court. The matter was taken under advisement.

NOW, effective as of the date of filing by the court clerk (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 September 16, 1967, in the City of O'Neill, Holt 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, except to the extent not disputed at trial. The parties stipulated in open court regarding the 1999 income tax returns and payment of such taxes from the escrow funds at the Tilden Bank. The stipulations are fair and reasonable in all respects and are not unconscionable, and are hereby approved, and compliance therewith ordered, and the findings and orders hereinafter made incorporate such stipulations insofar as they go, and the Court determines the other issues upon the evidence presented. Certain findings were stated by the court on the record at the end of the trial and are not repeated in this decree.

5. **PAYMENTS:** All payments of child support, alimony, property settlement, 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. The respondent shall marshal and deliver to the petitioner within 60 days of the date of entry of this decree the following items of tangible personal property: (1) all of the petitioner's clothing, (2) two - "Terry Redlin pictures"; (3) Greg's pedal tractor; (4) the children's graduation gowns; (5) Kevin's Mickey Mouse blanket; (6) Janel's first communion dress; (7) the wooden calendar; (8) all of the other contents of the cedar chest as of the date of separation on May 3, 1999; and, (9) all items of the toy collection.

c. The 1994 GMC Suburban motor vehicle.  
d. Life insurance policy No. 2144831 insuring the life of the petitioner.  
e. Any interest, right, or title in and to any residential real estate in O'Neill, Nebraska.

f. Any individual bank accounts in the sole name of the petitioner.  
g. As custodian on behalf of the parties' minor child, Janel, the pinto mare horse belonging to Janel, and the respondent shall deliver such horse to the petitioner within 60 days from the date of this decree.

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. All motor vehicles (except the 1994 GMC Suburban) including, but not limited to, the 1993 Chevrolet extended cab 4x4 pickup truck, the 1980 Ford 4x4 pickup truck, and the 1975 F-600 truck.

c. All life insurance policies except policy No. 2144831.

d. The real estate legally described as the Southeast Quarter (SE¼) of Section 34, Township 29 North, Range 9, West of the 6<sup>th</sup> P.M. in Holt County, Nebraska, with all improvements thereon and equipment relating thereto.

e. The parties' joint bank accounts in the Tilden Bank and in the O'Neill bank.

f. Any individual bank accounts in the sole name of the respondent.

g. All of the respondent's guns.

h. All of the farming and ranching personal property, including, but not limited to, crops and feed on hand, farm machinery and equipment, tools, small equipment, and accounts receivable.

8. **FAMILY PHOTOGRAPHS:** The petitioner and respondent shall each marshal all family photographs in such party's possession and present the same at the office of the petitioner's attorney within 120 days from the date of this decree at a date and time as notified by the petitioner's attorney. The petitioner shall have the first choice of a

single photograph from all of the marshaled photographs, and the respondent shall have the second choice of a single photograph. The petitioner and respondent shall continue in alternating turns thereafter to select single photographs until all of the photographs have been selected by one of the parties. Each party shall retain the sole and separate ownership of the photographs selected by such party. Each party shall have the right to have copies made, at such party's expense, of any one or more of the photographs selected by the other party.

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

a. Except as otherwise specified in this decree, each party shall pay the debts incurred by them personally since their separation on May 3, 1999.

b. The petitioner shall pay the following: (1) any indebtedness to Kevin Heese relating to a loan for the down payment on the house being purchased by petitioner; (2) any contractual indebtedness relating to acquisition of the house being purchased by petitioner; (3) any indebtedness to the petitioner's attorney; and, (4) the petitioner's separate indebtedness to the Tilden Bank in the approximate amount of \$1,620.00.

c. The respondent shall pay the following: (1) all of the parties' joint indebtedness to the Tilden Bank; (2) the respondent's separate indebtedness to the Tilden Bank; (3) any indebtedness to the respondent's attorney; (4) any federal or state income taxes for tax year 2000 attributable to the sale of joint real estate of the parties in that year; and, (5) all accounts payable relating to the farming and ranching operation or business.

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.

10. **PROPERTY SETTLEMENT:** The respondent shall pay to the court clerk for disbursement to the petitioner as property settlement the total sum of \$25,360.00, payable as follows: Five equal annual principal installments of \$5,072.00, the first installment due on July 1, 2000, and a like amount on July 1 of each of the next four consecutive years. The judgment shall bear interest at 7.197% per annum from July 1, 2000, until paid, and such interest shall be payable annually at the same time and in addition to each

principal installment. The calculation of the property settlement judgment is set forth on Appendix "D" attached hereto and incorporated by reference.

11. **ALIMONY:** Alimony shall be provided as follows:

a. The respondent shall pay alimony to the court clerk for disbursement to the petitioner at the rate of \$500.00 per month, commencing on November 1, 2000, and continuing on the first day of each month thereafter until the obligation terminates. Such alimony is subject to termination on the first to occur of the following: (1) the death of either party; (2) the remarriage of the petitioner; (3) the date of application of petitioner for Social Security benefits, provided that Social Security benefits thereafter are actually received pursuant to that application; or, (4) on December 31, 2005. 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 7.197% per annum from due date until paid.

b. In addition, the indemnities as to debts and encumbrances, and as to income taxes, 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.

12. **INCOME TAX:** Pursuant to the stipulation on the record in open court, the parties shall file joint federal and state income tax returns for tax year 1999 in the form specified by Exhibit 17, and shall apply all of the escrow proceeds reserved by the Tilden Bank for income taxes to the federal and state income tax obligations of the parties on such returns. The respondent shall indemnify and hold the petitioner harmless as to: (1) any tax year 1999 federal or state income tax obligation not satisfied by the application of escrow funds, and, (2) any tax year 2000 federal or state income tax obligations attributable to real estate sold or disposed in tax year 2000.

13. **COSTS AND ATTORNEYS' FEES:** The respondent shall pay \$93.88 taxed as costs of this action within 120 days of the entry of this decree. In addition, the respondent shall pay attorney fees for the benefit of petitioner's attorney of \$1,150.00, in addition to any temporary allowance for such fees, taxed as additional costs, to be paid within 120 days of the entry of this decree.

14. **CHILDREN:**

a. There is no entry concerning any minor child affected by this action in the Nebraska Child Custody Jurisdiction Act Registry of the Court, and this Court has jurisdiction of the minor child of the parties to this action, as follows:

Janel Ann Heese, born on October 8, 1981.

b. The petitioner is awarded the care, custody and control of the minor child of the parties, subject to reasonable rights of reasonable visitation and correspondence in the respondent.

c. Appendix "A," Supplemental Order for Custody, etc., attached is incorporated into this Decree, and the parties are directed to comply therewith.

**15. CHILD SUPPORT:**

a. The respondent is ordered to pay child support to the court clerk for distribution to the petitioner at the rate of \$588.00 per month. Such payments shall commence on June 1, 2000, and continue in a like amount on the first day of each month thereafter until each child reaches majority under Nebraska law, becomes emancipated, becomes self-supporting, marries, or dies, or until the further order of the Court.

b. Delinquent child support installments shall bear simple interest from thirty (30) days after date of delinquency until paid at the rate of 7.197% per annum.

c. The child support amount has been determined pursuant to the Nebraska Child Support Guidelines, and the findings of the parties' incomes and calculations under the guidelines used in determining the amount of support are set forth on Appendix "B" attached hereto.

**16. WITHHOLDING & ENFORCEMENT (MANDATORY):**

a. The respondent's income shall be subject to income withholding, which shall be implemented pursuant to the Income Withholding for Child Support Act. Within thirty (30) days after the date of entry of decree, such party shall accurately prepare and sign a Notice to Withhold Income (Form DC-005), and deliver the notice to such party's current employer and provide a copy of such notice to the court clerk. Within thirty (30) days after any change of employment, a new Notice to Withhold Income shall be prepared, signed, and delivered, and a copy provided to the court clerk in the same manner.

b. In the event that such party fails to pay any child, medical, or spousal support payments, as such failure is certified each month by the District Court Clerk in cases where court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, such party may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event such party fails to pay and appear as so ordered, a warrant shall be issued for such party's arrest.

17. **INCOME TAX EXEMPTION:** The respondent, if such party pays child support as ordered herein, shall be entitled to claim the minor child for dependency exemption purposes for federal and state income taxes. The petitioner is ordered to sign a written relinquishment of the petitioner's claim to the dependency exemption separately for each child for each year including and following the date of the decree until the obligation of support for such child terminates. The petitioner is ordered to deliver such relinquishment to the respondent for the next preceding calendar year on or before January 31 of each year, but only if all child support payments due are paid as of such date. The respondent is ordered not to claim any dependency exemption at any time when such party has not paid all child support payments which have become due. The Court retains jurisdiction to enter such orders as may be necessary, including contempt proceedings or modification of support, in the event such party claims a dependency exemption at a time when such party has not paid all child support payments which have become due.

18. **HEALTH INSURANCE:**

a. The respondent shall maintain the existing or equivalent health insurance coverage (as of date of trial) on the petitioner for a period of six (6) months after the date of entry of this decree.

b. The respondent shall maintain the existing or equivalent health insurance coverage (as of the date of trial) on each minor child until the obligation of support terminates as above set forth.

c. Any reasonable and necessary medical expenses incurred for a minor child for whom the obligation of support has not terminated and which are not

reimbursed by insurance, including any deductible or co-insurance, shall be paid as follows:

(1) When the full extent of insurance coverage required by paragraph b. is actually provided, the amount of any such expenses not reimbursed by insurance shall be paid 29% by the petitioner and 71% by the respondent.

(2) If the respondent fails to maintain the full extent of the insurance coverage required by paragraph b., the full amount of any such expenses not reimbursed by insurance shall be paid by the respondent.

d. The health insurance policy information necessary to comply with the reporting requirement hereinafter set forth shall include, at a minimum, the following: (1) insurance company name and address; (2) policy number (for group policy, both group number and individual identifying number); (3) policy holder name (for group policy, both group name and individual name); (4) policy holder's social security number; and, (5) name, address, and telephone number of any person or entity (such as an employer) with which claims are to be filed or reported.

e. If the custodial parent files a written request with the Clerk, the party required to provide insurance shall file with the Court, at least annually, a certificate of the insurance company documenting that the required health insurance is currently in effect.

f. The party required to provide insurance shall fully cooperate with any health care provider to facilitate availability of prompt medical care, attention, and treatment to any minor child of the parties.

19. **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.

20. **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.

21. **JUDGMENT:** Judgment is hereby entered against respondent and in favor of petitioner for child support, alimony, property settlement, attorney 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.

Signed in chambers at O’Neill, Nebraska, on May 4, 2000.

DEEMED ENTERED as of date of filing by court clerk.

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: [date of filing] Signed “Decree of Dissolution of Marriage” entered; judgment entered accordingly.  
Done on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Mailed to:

BY THE COURT:

\_\_\_\_\_  
William B. Cassel  
District Judge

# SUPPLEMENTAL ORDER FOR CUSTODY, ETC.

Except as otherwise provided by any approved Parenting Plan, the provisions relating to custody, alimony, support, visitation and conduct of the parties, are subject to the following terms and conditions:

1. **Care and Supervision:** The party who has custody of the children, hereinafter referred to as the Custodian, shall:
  - a. provide the children with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonably private living and sleeping quarters; (4) appropriate medical examinations and treatments; and, (5) guidance and counsel in worldly and spiritual matters;
  - b. train the children to obey and respect their teachers and the law;
  - c. require the children to attend all regular sessions of school until graduation unless excused for medical reasons or by the school or by the Court;
  - d. personally supervise and control the conduct and activities of the children except when they are at school, or in known and usual recreational activities, or in the immediate care of another competent person;
  - e. not engage in, or permit in the presence of the children, any excessive drinking, immoral conduct, obscenities, violence, or disrespect for law and order;
  - f. advise persons entitled to visitation of: (1) all school or police disciplinary contacts; (2) all medical contacts or reports; and, (3) all other important developments in the children's lives and activities;
  - g. make emergency decisions affecting the health or safety of the child except during periods of visitation with the other parent, and shall communicate any such decisions to the person entitled to visitation as soon as reasonably practicable under the circumstances.

Each parent shall continue to have full and equal access to the education and medical records of the children unless the court orders to the contrary.

2. **Control of Visitation:** Unless otherwise provided, the person entitled to visitation may:
  - a. take the children to such reasonable places for such reasonable activities as such person may determine;
  - b. correspond with the children and the Custodian shall not censor such correspondence;
  - c. telephone each child for not to exceed 15 minutes between 7:00 P.M. and 9:00 P.M. on Wednesdays and Sundays, and at such other times as the parties may agree and the Custodian shall not participate in such calls;
  - d. while the child is visiting with such person, make emergency decisions affecting the health or safety of the child, and shall communicate any decisions to the Custodian as soon as reasonably practicable under the circumstances.

In connection with visitation, the Custodian shall:

- e. have the children ready and available promptly for all visits;
  - f. if advised in advance, provide the children with such special and additional clothing as may be appropriate for the planned activities;
  - g. in the event a child is invited or desires to participate in other activities which may interfere with a visit, not encourage, permit, or consent thereto without previous approval of the person whose visitation will be interfered with, and will not deprecate the denial of such approval;
  - h. not reduce or deny visitation for failure of support.
3. **Interference:** Neither parent will intrude upon the privacy of the other; nor falsely make or imply mean or nasty or derogatory or deprecatory statements about the other to anyone; nor prevent or restrict or in any way interfere with the other's rights granted by this Order.
4. **Injunction:** The Petitioner and Respondent and their agents and servants, and each of them, are enjoined and restrained from doing, attempting to do, or threatening to do, any act of injuring, maltreating, vilifying or molesting the adverse party, or any of the children or violating any of the terms of this decree or of Appendix "A."
5. **Contempt:** Willful violation of any of the orders or directives set forth above will be considered contempt of court. Punishment for contempt of court may be from one dollar to five hundred dollars or from one hour to six months in jail.

**CHILD SUPPORT GUIDELINES WORKSHEETS 1 (Basic), 4 (Number of Children), & 5 (Deviations) (2000)**

| 1 = # of Children                         |                                                         |           | MOTHER    | COMBINED    | FATHER    |           |
|-------------------------------------------|---------------------------------------------------------|-----------|-----------|-------------|-----------|-----------|
| <b>INCOME:</b>                            |                                                         |           |           |             |           |           |
| 1a/b                                      | Last Two Years Schedule C/F income                      | 0.00      | 0.00      |             | 28,412.00 | 27,292.00 |
| 2a/b                                      | Last Two Years Depreciation claimed                     | 0.00      | 0.00      |             | 7,741.00  | 13,686.00 |
| 3                                         | MONTHLY S. E. INCOME ((1a+1b+2a+2b)/24)                 |           | 0.00      |             | 3,213.79  |           |
| 4                                         | MONTHLY SALARY INCOME                                   |           | 1,213.33  |             | 0.00      |           |
| 5                                         | MONTHLY VALUE of Fringe Benefits                        |           | 0.00      |             | 0.00      |           |
| 6                                         | <b>MONTHLY INCOME ALL SOURCES (sum L3..L5)</b>          |           | 1,213.33  |             | 3,213.79  |           |
| <b>DEDUCTIONS:</b>                        |                                                         |           |           |             |           |           |
| 7                                         | Filing Status (1=Single;2=HH)                           |           | 2         |             |           | 1         |
| 8                                         | No. of Exemptions                                       |           | 1         |             |           | 2         |
| 9                                         | Annual Gross Inc (((L1a+1b)/2)+(L4x12))                 | 14,560.00 |           |             |           | 27,852.00 |
| 10                                        | Standard Ded. (S:\$4400;HH:\$6450)                      | 6,450.00  |           |             |           | 4,400.00  |
| 11                                        | Exemptions (\$2800 each)                                | 2,800.00  |           |             |           | 5,600.00  |
| 12                                        | Fed Taxable Inc. (L9-L10-L11)                           | 5,310.00  |           |             |           | 17,852.00 |
| 13                                        | Annual Fed Income Tax (from table)                      | 796.50    |           |             |           | 2,677.80  |
| 14                                        | Child Credit (\$500/ch in parent's custody)             | 0.00      |           |             |           | 500.00    |
| 15                                        | Federal Income Taxes ((L13-L14) /12)                    |           | 66.38     |             | 181.48    |           |
| 16                                        | St Taxable Inc (L9-L10)                                 | 8,110.00  |           |             |           | 23,452.00 |
| 17                                        | State Tax Before Credits (from table)                   | 245.80    |           |             |           | 893.03    |
| 18                                        | State Exemption Credit (L8 x \$91)                      | 91.00     |           |             |           | 182.00    |
| 19                                        | Annual State Income Tax (L17 - L18)                     | 154.80    |           |             |           | 711.03    |
| 20                                        | State Income Taxes (L19 /12)                            |           | 12.90     |             | 59.25     |           |
| 21                                        | FICA/Medicare: 7.65% Sal; 15.3% SE                      |           | 92.82     |             | 355.11    |           |
| 22                                        | Child(ren)'s Health Insurance Premiums                  |           | 0.00      |             | 116.67    |           |
| 23                                        | Mandatory Retirement                                    |           | 0.00      |             | 0.00      |           |
| 24                                        | Child Support Previously Ordered for Other Children     |           | 0.00      |             | 0.00      |           |
| 25                                        | <b>TOTAL DEDUCTIONS (sum L15 + L20 to L24)</b>          |           | 172.09    |             | 712.52    |           |
| 26                                        | <b>MONTHLY NET INC Bef Ch NSoD Ddtn (L6 - L25)</b>      |           | 1,041.24  |             | 2,501.28  |           |
| 27                                        | Deduction for Children Not Subject of Order (deviation) |           | 0.00      |             | 0.00      |           |
| 28                                        | <b>MONTHLY NET INCOME (L26-L27)</b>                     |           | 1,041.24  | 3,542.51    | 2,501.28  |           |
| 29                                        | <b>Percentage of Combined Income</b>                    |           | 29%       |             | 71%       |           |
| <b>MONTHLY SUPPORT, from table</b>        |                                                         |           | (rounded) | (unrounded) | (rounded) |           |
| 30                                        | One Child                                               |           | 245.00    | 832.20      | 588.00    |           |
| 31                                        | Two Children                                            |           | NA        | NA          | NA        |           |
| 32                                        | Three Children                                          |           | NA        | NA          | NA        |           |
| 33                                        | Four Children                                           |           | NA        | NA          | NA        |           |
| 34                                        | Five Children                                           |           | NA        | NA          | NA        |           |
| 35                                        | Six Children                                            |           | NA        | NA          | NA        |           |
| 36                                        | <b>GUIDELINE LIMITATION (rounded down):</b>             |           | 345.00    |             | 1,805.00  |           |
| <b>DEVIATION (Specify):</b>               |                                                         |           |           |             |           |           |
| 37                                        |                                                         |           | +/- 0.00  |             | +/- 0.00  |           |
| <b>MONTHLY SUPPORT NET OF DEVIATIONS:</b> |                                                         |           |           |             |           |           |
| 38                                        | One Child                                               |           | 245.00    |             | 588.00    |           |
| 39                                        | Two Children                                            |           | NA        |             | NA        |           |
| 40                                        | Three Children                                          |           | NA        |             | NA        |           |
| 41                                        | Four Children                                           |           | NA        |             | NA        |           |
| 42                                        | Five Children                                           |           | NA        |             | NA        |           |
| 43                                        | Six Children                                            |           | NA        |             | NA        |           |
|                                           | FED.                                                    | Single    | Head H.   | S.F.A./E.   | Single    | Head H.   |
|                                           | 15.0%                                                   | 20,250    | 20,150    | 2.51%       | 2,400     | 2,300     |
|                                           | 20.0%                                                   | 25,500    | 25,300    | 3.42%       | 3,100     | 2,900     |
|                                           | 25.0%                                                   | 30,750    | 30,450    | 4.33%       | 3,800     | 3,600     |
|                                           | 30.0%                                                   | 36,000    | 35,550    | 5.24%       | 4,500     | 4,300     |
|                                           | 35.0%                                                   | 41,250    | 40,650    | 6.15%       | 5,200     | 5,000     |
|                                           | 40.0%                                                   | 46,500    | 45,750    | 7.06%       | 5,900     | 5,700     |
|                                           | 45.0%                                                   | 51,750    | 50,850    | 7.97%       | 6,600     | 6,400     |

**APPENDIX "B" Support Worksheet; Heese v. Heese; Holt County, Case No. C199-132**

| <b>APPENDIX "I"</b>                                 |                   |                    |
|-----------------------------------------------------|-------------------|--------------------|
| <b>PROPERTY DIVISION &amp; SETTLEMENT</b>           |                   |                    |
| <b>Heese v. Heese</b>                               |                   |                    |
| <b>Holt County District Court Case No. C199-132</b> |                   |                    |
|                                                     | <b>PETITIONER</b> | <b>RESPONDENT</b>  |
| <b>ASSETS</b>                                       |                   |                    |
| <b>A. Household Furnishings and Equipment:</b>      |                   |                    |
| awarded to petitioner                               | deemed equal      |                    |
| awarded to respondent                               |                   | deemed equal       |
| <b>B. Deposit Accounts:</b>                         |                   |                    |
| Tilden bank acct                                    |                   | 1,000.00           |
| O'Neill bank acct                                   |                   | 100.00             |
| <b>C. Motor Vehicles:</b>                           |                   |                    |
| 1994 GMC Suburban                                   | 18,000.00         |                    |
| other listed vehicles                               |                   | 15,500.00          |
| <b>D. Real Estate:</b>                              |                   |                    |
| SE 1/4 34 29 9                                      |                   | 256,000.00         |
| house purchase pending                              | 45,500.00         |                    |
| less: loan for downpayment                          | (1,500.00)        |                    |
| less: contract debt on house                        | (41,000.00)       |                    |
| <b>E. Life Insurance:</b>                           |                   |                    |
| Policy No. 2144831                                  | 600.00            |                    |
| Policy No. 2144832                                  |                   | 400.00             |
| Policy No. 2415949                                  |                   | 0.00               |
| children's life insurance policies                  |                   | 1,050.00           |
| <b>F. Miscellaneous:</b>                            |                   |                    |
| toy collection                                      | 10,000.00         |                    |
| guns (net of premarital value)                      |                   | 2,000.00           |
| crops and feed on hand                              |                   | 3,726.00           |
| farm machinery & equipment                          |                   | 80,000.00          |
| tools                                               |                   | 5,000.00           |
| small equipment                                     |                   | 5,000.00           |
| accounts receivable                                 |                   | 500.00             |
| <b>G. Other Debts:</b>                              |                   |                    |
| Tilden Bank debt (joint)                            |                   | (268,066.13)       |
| Tilden Bank debt (respondent only)                  |                   | incl'd in above    |
| Tilden Bank debt (petitioner only)                  | (1,620.00)        |                    |
| Yr 2000 income taxes on real est. sold              |                   | (24,000.00)        |
| accounts payable on farming operation               |                   | (500.00)           |
| <b>Net Property &amp; Debts in Kind</b>             | <b>26,900.00</b>  | <b>77,709.07</b>   |
| <b>Equal Division</b>                               | <b>52,344.94</b>  | <b>52,344.94</b>   |
| <b>Property Settlement</b>                          | <b>25,364.94</b>  | <b>(25,364.94)</b> |
| <b>Rounded</b>                                      | <b>25,360.00</b>  | <b>(25,360.00)</b> |