

IN THE DISTRICT COURT OF ROCK COUNTY, NEBRASKA

LYNDA L. BUOY,

Petitioner,

vs.

LARRY E. BUOY,

Respondent.

Case No. 4874

**DECREE OF DISSOLUTION
OF MARRIAGE**

DATE OF FINAL HEARING: October 2, 2000.

DATE OF RENDITION: October 4, 2000.

DATE OF ENTRY: Date of filing by court clerk.

This matter came on for final hearing. The petitioner appeared personally and was represented by James D. Gotschall, and the respondent appeared personally and was represented by John R. Brownell. A trial was had to the Court. The matter was taken under advisement.

NOW, effective upon the date of filing of this decree 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 April 17, 1971, in the City of Grand Island, Hall 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:** The parties were unable to agree as to any issues and a trial was had, and the Court determines the matters upon the evidence presented.

5. **NO CREDIT:** Credit shall **NOT BE ALLOWED** for any payments required to be paid to the Clerk of the District Court or to the State Disbursement Unit and which are not paid to the proper officer. All references to the court clerk or Clerk of the District Court shall mean the Clerk of the District Court of Rock County, Nebraska.

6. **PAYMENTS:** All payments of property settlement or alimony ordered in this decree shall be paid to the Clerk of the District Court for disbursement to the person entitled to receive the same.

7. **SALE OF REAL ESTATE:** The real estate described as the East Half (E½) of Section 20, Township 29 North, Range 19 West of the 6th P.M. in Rock County, Nebraska, except 2 acres in the northeast corner thereof excluded as a cemetery, shall be sold, subject to the existing real estate taxes and other indebtedness thereon, and the net sale proceeds distributed equally to the petitioner and the respondent, as follows:

A. David M. Streich, a member of the Nebraska State Bar Association, is hereby appointed as Master Commissioner to sell such real estate pursuant to NEB. REV. STAT. § 25-1326.

B. The property shall be by public sale to be conducted:

(1) within 105 days after the date of entry of this decree if no appeal is perfected within 30 days after the date of entry, or,

(2) within 75 days after the entry of judgment upon the mandate of any appellate court if appeal is perfected within 30 days after the date of entry.

C. The date and time of the sale, within such time limitations set forth above, shall be determined by the Master Commissioner. The sale shall be conducted at the Rock County Courthouse in Bassett, Nebraska, and the district courtroom may be used for such purpose without charge so long as it is not being used for court proceedings at that date and time.

D. The sale shall be advertised in the manner provided by NEB. REV. STAT. § 25-1529, together with such other advertisements as the Master Commissioner in his discretion shall deem appropriate. The petitioner and the respondent shall be eligible to purchase at such sale.

E. The property shall be sold as one tract, subject to the existing taxes and other indebtedness secured thereby. The property shall be sold subject to confirmation of the sale by the court, and conveyance shall be by Master Commissioner's deed, subject to existing easements, covenants, restrictions, liens and encumbrances. Abstract of title or title insurance shall be the responsibility of the buyer. Possession shall be delivered at closing within 60 days after confirmation of such sale by the court.

F. The sale proceeds shall be disbursed in order of priority as follows: (1) reasonable expenses of sale, including such fees of the Master Commissioner as may be approved upon motion for confirmation of sale, (2) payment of outstanding real estate taxes thereon, (3) payment of any delinquent installments on the indebtedness secured by such real estate, and (4) equally to petitioner and to respondent.

G. Commencing on November 1, 2000, and on the first day of each month thereafter until possession is delivered to the buyer, the petitioner shall remit to the Master Commissioner as payment in lieu of rentals the sum of \$750.00 per month.

(1) Such amounts shall be disbursed by the Master Commissioner in the following order of priority: (a) advertising expenses of sale of real estate, (b) payment of delinquent real estate taxes thereon or such real estate taxes thereon that would otherwise become delinquent, (c) payment of 44% of any net proceeds toward the current installments of indebtedness upon the "Thompson" real estate debt and 56% of any net proceeds toward the current installments of indebtedness upon the First National Bank real estate debt, and (d) any excess proceeds applied toward the current installments of

the other real estate indebtedness, and any balance remaining thereafter disbursed equally to petitioner and respondent.

(2) Payment of such amount shall not create any tenancy in the petitioner or any rights other than specified in this decree, and the petitioner's occupancy shall cease upon delivery of possession to the buyer after confirmation of sale by the court.

(3) The Master Commissioner shall refund to the petitioner the unearned pro-rata share of any monthly installment as of the date of delivery of possession to the buyer.

(4) Such amounts shall be received into and disbursed from the Master Commissioner's attorney trust account.

(5) The obligation of the petitioner to pay such amounts shall be enforceable by contempt, either by the respondent or by the Master Commissioner.

H. The court expressly retains jurisdiction to enter such other and further orders as may be necessary to facilitate the accomplishment of such sale.

8. **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 items of personal property listed on Appendix "E" attached to this decree and incorporated by reference, which was referred to by the parties at trial as "Exhibit Y."

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

D. The 1993 Dodge pickup and the gooseneck (5th wheel) trailer,

E. All farm and ranch equipment, including but not limited to, the tractor and feed wagon.

F. All livestock, including but not limited to, the parties' cattle.

G. The Lazy B brand, including any certificates thereto and all irons or equipment associated therewith.

9. **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. The items of personal property listed on Appendix "F" attached to this decree and incorporated by reference, which was referred to by the parties at trial as "Exhibit Z."

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

D. The Ford Explorer, the Bronco, all of the parties' motorcycles, and the camper recently acquired by the respondent.

E. The "McGuire" real estate legally described as the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 27, Township 19 North, Range 18 West of the 6th P.M. in Rock County, Nebraska, together with the adjoining nonmarital real estate presently held in the sole name of the respondent, which is legally described as the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 28, Township 29 North, Range 18 West of the 6th P.M. in Rock County, Nebraska.

F. The respondent's retirement account and all vested pension rights through the United States Postal Service.

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

A. Each party shall pay the debts incurred by that party personally since the separation on December 16, 1999.

B. The petitioner shall pay the following: (1) All farm and ranch operating debts, including but not limited to the Kreitman debts for rent and/or hay, vehicle or equipment repair debts, and the Robertson rent; and, (2) the VISA card debt.

C. The respondent shall pay the following: (1) all Napus debt, whether relating to the Ford Explorer, the camper purchase, or other Napus debt; (2) the McGuire real estate debt; and, (3) the Discover card debt.

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.

11. **PROPERTY SETTLEMENT:**

A. The petitioner shall pay to the court clerk for disbursement to the respondent as property settlement the total sum of \$28,367.00, payable in 180 consecutive monthly amortized installments of \$258.81, including both principal and interest on the unpaid balance at the judgment rate of 7.241% per annum, the first installment due on the first day of the November, 2000, and a like installment on the first day of each of the following 179 months.

B. The judgment shall bear interest at the judgment rate from the date of entry of this decree.

C. The petitioner shall have the right to prepay any amount of principal at any time, but such prepayment shall not reduce the amount of the monthly payment due or defer the payment date of any installment and shall only reduce the total number of installment payments required.

12. **ALIMONY:**

A. The respondent shall pay alimony to the court clerk for disbursement to the petitioner at the rate of \$750.00 per month for 12 consecutive months, commencing on November 1, 2000, and on the first day of each of the following 11 months, and thereafter at the rate of \$600.00 per month for 144 consecutive months, commencing on the first day of November, 2001, and a like payment on the first day of each of the following 143 months.

B. Such alimony is subject to termination on the death of either party or the remarriage of the petitioner.

C. 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 judgment rate from due date until paid.

D. 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.

13. **COSTS AND ATTORNEYS' FEES:** Each party shall pay such party's own final costs, including attorneys' fees.

14. **CHILDREN:** There are no children of the marriage.

15. **HEALTH INSURANCE:**

A. The respondent shall provide health insurance coverage on the petitioner for a period of six months from the date of entry of this decree, so long as such coverage is provided through such party's employment.

B. 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.

16. **REPORTS:** Each party shall be required to furnish the Clerk of the District Court of Rock 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 or property settlement, 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.

17. **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.

18. JUDGMENT:

A. Judgment is hereby entered against respondent and in favor of petitioner for alimony as above set forth.

B. Judgment is hereby entered against petitioner and in favor of respondent for property settlement as above set forth.

C. The judgment rate applicable as of the date of entry of this decree is 7.241% per annum.

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

Signed in chambers at Ainsworth, Nebraska, on October 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, **and to the Master Commissioner.**
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

APPENDIX "D"
PROPERTY DIVISION & SETTLEMENT
Buoy v. Buoy
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	<u>PETITIONER</u>	<u>RESPONDENT</u>
A. Household Furnishings & Equipment		
01 Appendix "E" (Exhibit Y property)	4,500.00	
02 Appendix "F" (Exhibit Z property)		3,898.00
03 other property in p's possession	15,000.00	
04 other property in r's possession		1,500.00
B. Deposit Accounts		
05 separate accounts		
C. Motor Vehicles		
06 motorcycles		600.00
07 Bronco		1,200.00
08 Ford Explorer		10,500.00
09 Napus debt on Explorer		(10,486.00)
10 1993 Dodge pickup	13,085.00	
11 trailer (5 th wheel)	1,500.00	
D. Real Estate		
12 McGuire 80 acres		11,000.00
13 McGuire debt		(3,804.00)
E. Life Insurance		
14 no cash value insurance		
F. Miscellaneous		
15 USPS retirement account		41,000.00
16 camper (net of Napus debt)		300.00
17 tractor	13,000.00	

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	<u>PETITIONER</u>	<u>RESPONDENT</u>
18 cattle	69,000.00	
19 feed wagon	400.00	
20 Lazy B brand	200.00	
G. Other Debts		
21 Kreitman debts for rent & hay	(1,400.00)	
22 repair debts	(1,200.00)	
23 Robertson rent	(1,894.00)	
24 Discover card		(4,000.00)
25 VISA card	(3,750.00)	
NET PROPERTY/DEBTS IN-KIND	<u>108,441.00</u>	<u>51,708.00</u>
EQUAL DIVISION	80,074.50	80,074.50
PROPERTY SETTLEMENT	(28,366.50)	28,366.50
ROUNDED	<u>(28,367.00)</u>	<u>28,367.00</u>