

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

**CARL SIDNEY IRELAND,**

Petitioner,

vs.

**ISABELLA A. IRELAND,**

Respondent.

Case No. CI99-111

**DECREE OF DISSOLUTION  
OF MARRIAGE**

**DATE OF FINAL HEARING:** October 31, 2000.

**DATE OF RENDITION:** November 7, 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 W. Gerald O’Kief, and the respondent appeared personally and was represented by Robert D. Coupland. 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 December 8, 1996, in the City of Reno, Nevada.

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 Cherry County, Nebraska.

6. **PAYMENTS:** All payments of alimony, property settlement, attorneys fees, and/or costs 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. **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. 1999 Ford pickup truck.

C. 1999 Wilderness travel trailer.

D. All bank accounts at Community First National Bank, including, but not limited to, checking account #0500193334, savings account #05000-69440, and checking account #500-181366.

E. U.S.Bancorp Piper Jaffray money market fund account #520-387200-470.

F. The real estate in the Canadian province of British Columbia, described as Canyon Road, Lot 4, Plan PRP14838, District Lot 1129, Range 05, Coast Range 5 Land District, and having Land Title Office property identification number (PID) 023-549-831.

G. Any and all policies of insurance on the life of the petitioner issued by Pioneer Life Insurance Co.

H. All stocks and bonds, including, but not limited to Sitel, AOL, and Rainmaker.

I. The investment metals of silver and gold purchased by petitioner.

8. **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. 1989 Toyota automobile, VIN JT2AE92E9K0151577.

C. All bank accounts at Western Bank or Security Bank in Coos Bay, Oregon, including, but not limited to, Western Bank regular checking account #036-73108706, Security Bank new 49er club account #55143511, Western Bank club 50 checking account #036-71086106, and Western Bank money market account #036-71086106.

D. The respondent's interest in any real estate in Russia, including, but not limited to, any apartment in Moscow, Russia.

E. The residential real estate commonly described as 800 Crocker Street, Coos Bay, Coos County, Oregon, and more particularly described as: That portion of vacated Edwards Avenue described as follows: Beginning at a point located South a distance of 914.77 feet and West a distance of 160.00 feet from the iron pipe at the East quarter corner of Section 17, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; said point being the Southeast corner of Lot 11, Block 5 as shown on the unrecorded plat of Veerkamp-Linn Tracts; thence West along the South line of said Lot 11, Block 5, for a distance of 100.00 feet to the Southwest corner thereof; thence South for a distance of 60.00 feet to a point on the South line of vacated Edwards Avenue, said point being the Northwest corner of Lot 8, Block 4, as shown on the unrecorded plat of Veerkamp-Linn Tracts; thence East 100 feet along the North line of said Lot 8, Block 4, to the Northeast corner thereof; thence North 60 feet tot he point of beginning, subject to:

(a) any unpaid real estate taxes or special assessments thereon,

(b) the existing mortgage indebtedness thereon, and,

(c) a charge imposed by this decree to secure the payment of the property settlement judgment set forth below.

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

A. Except as otherwise provided herein, each party shall pay the debts incurred by that party personally since the separation on December 1, 1999.

B. The petitioner shall pay the following: MBNA card, Bank of America card, First USA VISA card, Ford Motor Credit debt on pickup, Security Bank debt on travel trailer, and, mortgage debt on or unsecured debt used to acquire Canadian lot.

C. The respondent shall pay the following: American Express credit card, Citibank Mastercard, Discover card, Fleet Mastercard, and, mortgage debt on Coos Bay house.

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:**

A. The respondent shall pay to the court clerk for disbursement to the petitioner as property settlement the total sum of \$13,175.00, payable in 144 consecutive monthly installments of \$137.20, including both principal and interest on the unpaid balance at the judgment rate from date of entry of judgment, the first installment due on February 1, 2001, and a like payment on the first day of each month thereafter until paid in full.

B. The property settlement judgment shall be secured by lien upon the Coos Bay residential real estate described in paragraph 8E above, which shall generally be subject to the same terms and conditions imposed by the first mortgage or deed of trust, which are hereby incorporated by reference, in favor of the petitioner as mortgagee or trust deed beneficiary, except that notwithstanding the provisions of said first mortgage or deed of trust, the second lien to secure the payment of the property settlement judgment granted by this decree shall be subject to:

(1) Any sale, conveyance, or transfer, or any subsequent encumbrance, mortgage, or deed of trust (other than the one contemplated by this decree) of the

premises by the respondent shall entitle the petitioner to declare the remaining balance of the property settlement judgment immediately due and payable; and,

(2) Upon any failure to pay any installment of the property settlement judgment to the court clerk for a period of 10 days after the due date thereof, the petitioner shall be entitled to declare the remaining balance of the property settlement judgment immediately due and payable, and to enforce the lien by any means provided by law, by this decree, or by the mortgage or deed of trust contemplated by this decree.

C. Within 30 days from the date of entry, the respondent shall execute and deliver to the petitioner a security instrument, styled in the same manner (as mortgage or deed of trust) and containing the same terms and conditions (except as otherwise required above) as the purchase money first lien document previously given by the parties, encumbering the Coos Bay residential real estate described in paragraph 8E above to secure the payment of the property settlement judgment provided by this decree. Failure to do so shall be punishable by contempt without regard to the effect of this decree as such lien or encumbrance. Upon such failure, this decree shall be effective as such mortgage or trust deed.

D. This property settlement judgment should be secured by the lien granted by this decree in the Coos Bay real estate because the net property settlement judgment payable by the respondent represents the remainder of petitioner's investment in such real estate of proceeds of the sale of Nebraska ranch real estate which constituted premarital property and property received by gift or inheritance from the petitioner's parents.

11. **ALIMONY:**

A. The petitioner shall pay alimony to the court clerk for disbursement to the respondent in the total additional sum of \$2,500.00, payable at the rate of \$1,250.00 per month on December 1, 2000, and January 1, 2001.

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

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 (see "JUDGMENT" paragraph below) from due date until paid.

D. The temporary alimony judgment, including the unpaid installment of \$1,250.00 which accrued on November 1, 2000, and the interest accrued and accruing thereon (totaling \$6.67 as of the date of rendition) are preserved herein and shall be paid by the petitioner forthwith.

E. 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.

12. **COSTS AND ATTORNEYS' FEES:** The petitioner shall pay his own taxable costs and attorney's fee. The temporary allowance partially satisfies petitioner's obligation to contribute to the respondent's attorney's fee. However, the petitioner shall pay \$1,500.00 as additional attorney fees for the benefit of respondent's attorney, taxed as additional costs, within 60 days from the date of entry of this decree. 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 (see "JUDGMENT" paragraph below) from due date until paid. Except as provided above, the respondent shall pay her own taxable costs and attorney's fees.

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

14. **REPORTS:** Each party shall be required to furnish the Clerk of the District Court of Cherry 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.

15. **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.

16. **JUDGMENT:**

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

B. Judgment is hereby entered against petitioner and in favor of respondent for alimony and attorneys' fees 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 November 7, 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.  
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**  
**Ireland v. Ireland**  
**District Court, Cherry County**  
**Case No. CR99-111**

	<u>PETITIONER</u>	<u>RESPONDENT</u>
<b>A. Household Furnishings &amp; Equipment</b>		
01	computer (r's poss.)	premarital
02	furniture (r's poss.)	premarital
03	furniture - purchased for house	1,000.00
04	china	premarital
05	jewelry	premarital
06	wedding ring proceeds	marital gift
07	guns	premarital
08	computer (p's poss.)	2,500.00
09	tools	premarital
10	furniture in storage	premarital
11	dog	premarital
<b>B. Deposit Accounts</b>		
12	Western Bank, ckg, 036-73108706	2,000.00
13	Security Bank, 55143511	1,500.00
14	Western Bank, ckg, 036-71086106	37.00
15	Comm. First NB, ckg, 0500193334	1,500.00
16	Comm. First NB, svg, 05000-69440	premarital/gift
17	US Bancorp Piper Jaffray 520-387200-470	187.00
<b>C. Motor Vehicles</b>		
18	1989 Toyota, VIN JT2AE92E9K0151577	3,000.00
19	1999 Ford pickup	25,000.00
20	less premarital pickup traded in	-5,000.00
21	less debt to Ford Motor Credit	-16,000.00
22	1999 Wilderness travel trailer	20,000.00

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	<u>PETITIONER</u>	<u>RESPONDENT</u>
23	less premarital trailer traded in	-5,000.00
24	less Security Bank debt	-9,500.00
<b>D. Real Estate</b>		
25	apartment in Moscow, Russia	premarital
	Coos Bay, OR, house (800 Crocker St):	
26	premarital/gift proceeds used *	48,500.00
	* limited to current market value	
27	debt paid since purchased	2,000.00
28	less mortgage	-58,000.00
29	lot in Canada	23,000.00
30	less debt on lot	-10,000.00
<b>E. Life Insurance</b>		
31	Pioneer Life Ins. policy	2,400.00
<b>F. Miscellaneous</b>		
32	nonmarital apartment rent proceeds	-11,900.00
33	credit card draws	5,100.00
34	Sitel stock	prem/gift prcnds
35	AOL stock	prem/gift prcnds
36	Rainmaker stock	prem/gift prcnds
37	silver & gold	prem/gift prcnds
<b>G. Other Debts</b>		
38	American Express	-500.00
39	Citibank Mastercard	-600.00

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	<u>PETITIONER</u>	<u>RESPONDENT</u>
40 Discover card		-900.00
41 Fleet Mastercard		-900.00
42 MBNA card	-8,000.00	
43 Bank of America card	-8,500.00	
44 First USA VISA card	-12,000.00	
<b>NET PROPERTY/DEBTS IN-KIND</b>	<u>-36,013.00</u>	<u>-9,663.00</u>
<b>EQUAL DIVISION</b>	-22,838.00	-22,838.00
<b>PROPERTY SETTLEMENT</b>	13,175.00	-13,175.00
<b>ROUNDED</b>	<u>13,175.00</u>	<u>-13,175.00</u>