

IN THE DISTRICT COURT OF HOLT COUNTY, NEBRASKA

KRISTIE KATHRINE BULAU,

Petitioner,

vs.

RODNEY EDGAR BULAU,

Respondent.

Case No. CI00-22

**DECREE OF
LEGAL SEPARATION**

DATES OF TRIAL: September 7, 2000;
September 14, 2000; and
October 5, 2000.

DATE OF RENDITION: November 8, 2000.

DATE OF ENTRY: Date of filing by court clerk per § 25-1301(3).

On September 7, 2000, this matter came on for final hearing. The petitioner appeared with her attorney, Forrest F. Peetz, and the respondent appeared personally without counsel. The matter proceeded to default final hearing. Opening statements were waived. Evidence was adduced for petitioner. Petitioner verbally moved for continuance of the trial, which the respondent did not oppose. The motion was granted and trial was continued to September 14, 2000, at 1:30 p.m.

On September 14, 2000, this matter again came on for further default final hearing, and the petitioner appeared personally with her attorney, Forrest F. Peetz, and the respondent appeared personally without counsel. Further evidence was adduced for petitioner and a stipulation was entered into on the record whereby the parties agreed to allow additional evidence in the form of a Exhibit 8 consisting of the respondent's statement of account for his 401K plan through United Parcel Service employment, the same to be offered and received on October 5, 2000, at 10:00 o'clock a.m. Subject to the stipulation both parties rested and the matter was continued until that date.

On October 5, 2000, the matter came on for further hearing for the marking and receiving of the additional evidence pursuant to stipulation of the parties. Forrest F. Peetz appeared without petitioner, and the respondent did not appear. Petitioner's attorney

submitted the evidence pursuant to the stipulation. 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 June 6, 1975, in the City of O'Neill, Holt County, Nebraska.

3. **LEGAL SEPARATION:** The petitioner and respondent who have been legally married shall hereafter live separate and apart. This decree becomes final and operative upon the date of entry.

4. **ISSUES TRIED:** The parties were unable to agree as to any issues and a trial was had upon the relief to be granted upon the default of the respondent, 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 Holt County, Nebraska.

6. **PAYMENTS:**

A. All payments of **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.

B. Until the State Disbursement Unit becomes operative, all payments of **alimony, child support, and/or medical support** ordered in this decree shall be paid to

the **Clerk of the District Court** for disbursement to the person entitled to receive the same. When the State Disbursement Unit becomes operative, all payments of alimony, child support, and/or medical support ordered in this decree shall be paid to the **State Disbursement Unit** 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. 1996 Geo Prism automobile, VIN 1Y1SK528XTZ060964.

C. 1997 Geo Metro automobile, VIN 2C1MR5290V6705425.

D. All of the petitioner's interest in the Nebraska Public Employees Retirement Systems Plan, Account No. 116747, in the approximate sum of \$5,944.91, and any interest therein accruing hereafter.

E. The fifty (50%) percent share of respondent's pension plan benefits through the Central States, S.E. & S.W. Areas Pension Fund as set forth in the "Qualified Domestic Relations Order" set forth below.

F. Marquette Bank checking account No. 162787 of \$4802.37.

G. Marquette Bank savings account No. 633216 of \$5,046.36.

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. 1992 Chevrolet pickup truck.

C. 1978 Chevrolet Malibu automobile.

D. The fifty (50%) percent share of respondent's pension plan benefits through the Central States, S.E. & S.W. Areas Pension Fund as set forth in the "Qualified Domestic Relations Order" set forth below.

E. All of the respondent's interest in the Teamsters/UPS National 401K Tax Deferred Savings Plan, in the approximate sum of \$7,849.30, and any interest therein accruing hereafter.

F. The family residential real estate, legally described as Lots 1 and 2, Block "L," Fahy's Park Addition to O'Neill, Holt County, Nebraska.

9. **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 January 26, 2000.

B. The petitioner shall pay the following: (1) loan balance to Marquette Bank (Loan No. 224020001011-00 2) secured by 1997 Geo Metro and 1996 Geo Prizm automobiles; (2) to the extent determined to be valid, if any, the disputed VISA claim of approximately \$3,800.00; (3) one-half of the remaining balance, after all insurance reimbursements, owed to Dr. Frederick, orthodontist, for services provided to Luke Bulau in an approximate sum of \$2,000.00; and, (4) one-half of balance owed to Studio B Photography for Hidy Bulau's senior pictures in an approximate total sum of \$500.00.

C. The respondent shall pay the following: (1) credit card debt to Citifinancial of approximately \$7,000.00; (2) Discover credit card (Account No. 6011 0086 7015 8507) in the approximate sum of \$3,495.00; (3) one-half of the remaining balance, after all insurance reimbursements, owed to Dr. Frederick, orthodontist, for services provided to Luke Bulau in an approximate sum of \$2,000.00; (4) one-half of balance owed to Studio B Photography for Hidy Bulau's senior pictures in an approximate total sum of \$500.00; and, (5) house mortgage debt to Plattsmouth State Bank of approximately \$30,000.00.

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 \$13,856.00, payable in 120 equal monthly installments of \$162.61, including both principal and interest at the rate of 7.241% per annum on the unpaid balance from the date of entry, the first installment due on December 1, 2000, and a like installment on the first day of each month thereafter until paid in full. Upon any sale, transfer, conveyance, or other similar device of the house, the petitioner

shall be entitled to declare the full amount due and payable immediately. The judgment awarded by this decree shall operate as a lien against the said real estate to secure the payment of the property settlement amount.

B. Any delinquent installment shall bear interest on the full amount of the installment at the judgment rate (see "JUDGMENT" paragraph below) from due date until paid.

11. **QUALIFIED DOMESTIC RELATIONS ORDER:** This decree of legal separation incorporates and shall constitute a Qualified Domestic Relations Order as that term is defined by Internal Revenue Code §414(p). As used herein, terms having definitions under the Employee Retirement Income Security Act of 1974, as amended, shall be so defined for purposes of this order. The specific provisions thereof are as follows:

A. The respondent, Rodney Edgar Bulau, whose social security number is 506-78-9337, and date of birth is July 28, 1956, and who resides at 201 South 10th Street, O'Neill, Nebraska 68763, is a participant in "Central States, S.E. & S.W. Areas Pension Fund", hereinafter "Pension Fund", and he is hereafter referred to as the "Participant".

B. Petitioner, Kristie Kathrine Bulau, whose social security number is 507-86-4200, and date of birth is November 9, 1957, and who resides at 406 North 6th Street, O'Neill, Nebraska 68763, is the spouse of the Participant.

C. The petitioner, Kristie Kathrine Bulau, is entitled to receive a portion of the benefits under the aforesaid Pension Fund, as more specifically set forth hereinafter, and is thereby is an Alternate Payee as that term is defined by Internal Revenue Code §414(p).

D. The Alternate Payee is entitled to receive a benefit from the Pension Fund with respect to the Participant's interest therein, in an amount having a present value of fifty percent of the value of the Plan as of October 5, 2000 (the effective date), which sum is referred to herein as the Alternate Payee's Initial Benefit.

E. After the Effective Date, the Alternate Payee shall be entitled to receive earnings or other additions to her Initial Benefit in the same manner as other participants in the Plan; the aggregate of Alternate Payee's Initial Benefit, plus all subse-

quent additions thereto shall be known as the Alternate Payee's Plan Account. The Plan may subrogate the Alternate Payee's Plan Account, but the Alternate Payee's Plan Account shall be entitled to the same treatment as the accounts of participants for all purposes other than allocations of future contributions to the Plan by the Participant or the Participant's employer and except the Alternate Payee's Plan Account shall not be subject to reduction due to forfeitures.

F. The Alternate Payee shall not be entitled to any type or form of benefit, including any option with respect to distributions from the Plan, which the Plan does not provide to the Participant, except, if the Plan provides an early retirement benefit to participants, the Alternate Payee shall be entitled to receive the benefits attributable to the Alternate Payee's Plan Account on or after the date on which the Participant attains or would have attained the earliest retirement age under the Plan.

G. The Alternate Payee shall be treated as a surviving spouse of the Participant with respect to all benefits attributable to the Alternate Payee's Plan Account.

H. Irrespective of any distribution options that may be selected by the Participant, the Alternate Payee shall be entitled to receive a distribution of all benefits of the Alternate Payee's Plan Account at the earliest possible date allowed by the Plan, including, but not limited to, distributions to the Alternate Payee constituting qualified total or partial distributions for rollover as permitted by §402 of the Internal Revenue Code or distributions which may be permitted by reason of any hardship provision of the Plan, or by any provision relating to death, disability, separation from service or early retirement of Participant, or as otherwise agreed between the Plan and the Alternate Payee; provided, however, such distribution to the Alternate Payee would not cause or create any forfeiture or disqualifications of benefits then payable to the Participant under the Plan. Payment to the Alternate Payee shall be made from the Plan in the manner allowed by the Plan, *i.e.* in the form of monthly annuities.

I. The Alternate Payee shall receive a copy of all written procedures, if any, established by the Plan relating to determinations of qualified status of Domestic Relations Orders and to notice of any determination made by the Plan with respect to the qualified status of this or any other order affecting the interest of the Alternate Payee.

J. The Plan Administrator shall provide to the Alternate Payee, at least annually, an accounting of all benefits attributable to the Alternate Payee Plan Account.

K. In the event of the death of the Alternate Payee prior to final distribution by the Plan to the Alternate Payee, all benefit amounts then or thereafter payable to the Alternate Payee shall, upon Alternate Payee's death, become payable in equal shares to the children of the Alternate Payee unless the Alternate Payee has filed with the Plan Administrator an acceptable beneficiary designation form to the contrary.

L. The Participant shall provide to the Alternate Payee reasonable notice of any changes in status of the Participant of the Plan which may in any way affect the Alternate Payee's rights or options under the Plan.

12. **ALIMONY:**

A. The respondent shall pay alimony (in this case, spousal support) to the court clerk for disbursement to the petitioner as follows:

- (1) Commencing on December 1, 2000, at the rate of \$95.00 per month;
- (2) Commencing on June 1, 2001, at the rate of \$222.00 per month; and,
- (3) Commencing on August 1, 2002, at the rate of \$403.00 per month;
- (4) Commencing on December 1, 2010, at the rate of \$500.00 per month.

B. Such alimony is subject to termination upon the earliest to occur of: (1) the death of either party; (2) when respondent begins to receive Social Security benefits, so long as petitioner is then eligible to receive Social Security benefits based on respondent's earnings record; or, (3) when respondent reaches the "full retirement age" now prescribed by federal law for purposes of receiving Social Security benefits. Such alimony is subject to modification until further order for good cause shown.

C. The amount of delinquent temporary spousal support of \$1,111.39 is preserved herein, and ordered paid by the respondent forthwith.

D. 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.

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.

13. **COSTS AND ATTORNEYS' FEES:** The respondent shall pay attorney fees for the benefit of petitioner's attorney of \$300.00, taxed as costs, and to be paid at the rate of \$30.00 per month commencing on December 1, 2000, and a like amount on the first day of each 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 judgment rate (see "JUDGMENT" paragraph below) from due date until paid. Except as to such attorney's fees, each party shall pay his or her own respective costs.

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 children of the parties to this action, as follows:

Hidy Kay Bulau, born on May 27, 1982;
Chelsi Ann Bulau, born on July 3, 1983; and,
Luke Edgar Bulau, born on June 25, 1984.

B. The petitioner is awarded the care, custody and control of the minor children 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.

D. The petitioner shall notify the court clerk in writing of the social security number of each child within 10 days from the date of entry of this decree.

15. **CHILD SUPPORT:**

A. The respondent is ordered to pay child support to the court clerk until the State Distribution Unit becomes operative, and thereafter to the State Distribution Unit, for distribution to the petitioner, at the rate of \$1,437.00 per month when there are three children subject to the order, \$1,200.00 per month when there are two children subject to

the order, and \$819.00 per month when there is one child subject to the order. Such payments shall commence on December 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. The amount of delinquent temporary support of \$983.69 is preserved herein, and ordered paid by the respondent through income withholding as previously implemented.

C. Delinquent child support installments shall bear simple interest at the judgment rate (see "JUDGMENT" paragraph below) from thirty (30) days after date of delinquency until paid.

D. 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.

B. The parties' social security numbers are:

(a) petitioner: 507-86-4200;

(b) respondent: 506-78-9337.

C. In the event that such party fails to pay any child, medical, or spousal support payments, as such failure is certified each month by:

(a) the District Court Clerk prior to the date the State Disbursement Unit becomes operative, and/or,

(b) the State Disbursement Unit after the date that it becomes operative,

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 children 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 provide health insurance coverage on the petitioner, so long as such coverage is provided through the respondent's employment.

B. The respondent shall provide health insurance coverage on each minor child until the obligation of support terminates as above set forth, so long as such coverage is provided through the respondent's employment.

C. Any reasonable and necessary health care expenses (including medical, dental, and vision care) incurred for a minor child for whom the obligation of support has not terminated and which are not reimbursed by insurance shall be paid as follows:

(1) The amount of the annual insurance deductible for the child, not to exceed \$100.00 per child, shall be paid by the petitioner, unless the respondent fails to maintain the required insurance.

(2) When the full extent of insurance coverage required by paragraph B is actually provided, the amount of any such expenses not reimbursed by

insurance (because such expenses are not covered or the amount representing any co-insurance requirement or any deductible exceeding that authorized by paragraph (1) above) shall be paid 19% by the petitioner and 81% by the respondent.

(3) If the respondent fails to maintain the full extent of the insurance coverage required by paragraph B, the amount of any such expenses not reimbursed by insurance, including such amounts as would have been subject to a deductible, 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:**

A. Judgment is entered against respondent and in favor of petitioner for child support, alimony, property settlement, and attorneys' fees as above set forth.

B. The judgment rate applicable to 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 8, 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 Legal Separation" 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.

APPENDIX "D"
PROPERTY DIVISION & SETTLEMENT
Bulau v. Bulau
District Court, Holt County
Case No. CI00-22

	<u>PETITIONER</u>	<u>RESPONDENT</u>
A. Household Furnishings & Equipment		
general furniture with petitioner	4,000.00	
general furniture with respondent		3,000.00
tools		10,000.00
toy tractor collection		5,000.00
riding lawn mower		500.00
riding tiller		500.00
lawn mower		100.00
B. Deposit Accounts		
Marquette Bank, checking, #162787	4,802.37	
Marquette Bank, savings, #633216	5,046.36	
C. Motor Vehicles		
motorcycle		1,000.00
1996 Geo Prizm	9,000.00	
1997 Geo Metro	5,700.00	
less debt on above two items	-9,752.00	
1992 Chevrolet pickup		7,000.00
1978 Chevrolet Malibu		1,000.00
D. Real Estate		
house		60,000.00
less house debt		-30,000.00
E. Life Insurance		
none		

APPENDIX "D"
PROPERTY DIVISION & SETTLEMENT
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Case No. CI00-22

	<u>PETITIONER</u>	<u>RESPONDENT</u>
F. Miscellaneous		
jewelry	3,000.00	
NPERS retirement plan	5,944.91	
Teamsters/UPS 401k plan (pension plan divided equally disregarded)		7,849.30
G. Other Debts		
Citifinancial credit card		-7,000.00
Discover credit card		-3,495.00
disputed VISA (debts divided equally disregarded)	disputed	
NET PROPERTY/DEBTS IN-KIND	<u>27,741.64</u>	<u>55,454.30</u>
EQUAL DIVISION	41,597.97	41,597.97
PROPERTY SETTLEMENT	13,856.33	-13,856.33
ROUNDED	<u>13,856.00</u>	<u>-13,856.00</u>