

IN THE DISTRICT COURT OF HOLT COUNTY, NEBRASKA

EVERETT L. VOGEL,

Petitioner,

vs.

ELIZABETH A. VOGEL,

Respondent.

Case No. C100-4

**DECREE OF DISSOLUTION
OF MARRIAGE**

DATE OF FINAL HEARING: February 6, 2001.

DATE OF RENDITION: February 7, 2001.

DATE OF ENTRY: Date of filing by court clerk.

This matter came on for final hearing. The petitioner appeared personally and was represented by D.C. Bradford, and the respondent appeared personally and was represented by Kent A. Schroeder. 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 November 30, 1973, in the City of Omaha, Douglas 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 STIPULATED:** The parties were unable to agree as to certain issues and a trial was had on such issues. The written stipulations set forth in the pretrial order 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.

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. The petitioner's 50% partnership interest in Stuart Concrete.

C. All of the issued and outstanding shares of stock in Stuart Fertilizer and Grain, Inc., a Nebraska corporation, subject to the encumbrance thereon imposed pursuant to paragraph 10C below.

D. All of the issued and outstanding shares of stock in Atkinson Fertilizer, Inc., a Nebraska corporation, subject to the encumbrance thereon imposed pursuant to paragraph 10C below.

E. Tri-County Bank savings account [ident. data deleted].

F. All of the parties' hunting and fishing equipment.

G. 1988 boat.

H. 2000 Chevrolet Silverado pickup truck.

I. All amounts receivable from Terry Cruise, Carol Cruise, and/or Dixie Cruise regarding a loan by petitioner to said individual(s) concerning the purchase of [ident. data deleted], Village of Atkinson, Holt County, Nebraska.

J. ING Security Life insurance policy [ident. data deleted] and policy [ident. data deleted] subject to all indebtedness thereon.

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. The family homestead real estate located at Rural Route 1, Box 73A, Stuart, Nebraska, legally described as:

[ident. data deleted].

C. The furniture, equipment, and other contents of the family home above described.

D. Tri-County Bank checking account [ident. data deleted].

E. The 1997 Chevrolet Suburban VIN [ident. data deleted], subject to the indebtedness thereon at the Platte Valley Bank.

F. Horse trailer, subject to indebtedness to Nebraska State Bank of Broken Bow, Nebraska.

G. As trustee for Rachael Elizabeth Vogel until she attains the age of majority, the two horses identified by the parties as "Rachael's two horses," subject to the indebtedness thereon to Household Finance.

H. The horse identified as the "horse for younger children," aged approximately 22 years.

I. Security Life of Denver insurance policy [ident. data deleted].

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

A. Except as otherwise expressly provided herein and except as otherwise actually paid by the other party prior to the date of trial, each party shall pay the debts incurred by that party personally since the separation on May 31, 1998.

B. The petitioner shall pay the following: (1) all debts owing by the parties to Stuart Fertilizer and Grain, Inc. and/or Atkinson Fertilizer, Inc., (2) Bank of America Mastercard account [ident. data deleted] not to exceed \$6,291.86, (3) VISA platinum account [ident. data deleted] not to exceed \$11,427.34, (4) Sam's Club account not to exceed \$750.00, and, (5) debt to Platte Valley State Bank on Lucas' pickup.

C. The petitioner shall use his best efforts to obtain a release of any mortgage or trust deed liens in favor of First Western Bank and/or other creditors of Stuart Fertilizer and Grain, Inc. and/or Atkinson Fertilizer, Inc. as to the family homestead real estate above described, and to obtain releases of personal liability of respondent upon any notes or guarantees of any creditors relating to indebtedness of Stuart Fertilizer and Grain, Inc. and/or Atkinson Fertilizer, Inc. The petitioner shall personally indemnify and hold the respondent harmless for any indebtedness of Stuart Fertilizer and Grain, Inc. and/or Atkinson Fertilizer, Inc. secured by a lien against the family homestead real estate above described to assure that respondent suffers no loss of any right, title, or interest in, or possession of, such family homestead real estate.

D. The respondent shall pay the following: (1) debt to Platte Valley State Bank on 1997 Chevrolet Suburban, (2) debt of Nebraska State Bank on horse trailer, (3) real estate debt to Tri-County Bank on family homestead, and (4) all amounts of debts on

Bank of America Mastercard, Visa platinum, and Sam's Club accounts in excess of specific amounts allocated to petitioner above.

E. 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 petitioner shall pay to the court clerk for disbursement to the respondent as property settlement the total sum of \$372,013.00, payable as follows:

(1) Monthly installments of interest only on the unpaid balance from the date of judgment at the judgment rate (see "JUDGMENT" paragraph below) until paid, the first installment due on March 1, 2001, and a like payment on the first day of each month thereafter until the principal balance is paid in full;

(2) Annual installments of principal of \$12,000.00 per year, the first installment due on or before December 31, 2001, and a like amount due on or before December 31 of each year through and including December 31, 2009; and,

(3) The remaining principal balance in full on or before December 31, 2010.

B. Any delinquent installment (whether of principal or interest) shall bear interest at 12½% per annum from due date until paid.

C. The petitioner shall immediately grant to respondent a consensual lien against all of the petitioner's shares of stock in Stuart Fertilizer and Grain, Inc. and Atkinson Fertilizer, Inc. to secure the payment of the property settlement judgment provided above in such manner as required by the Nebraska Uniform Commercial Code to vest the respondent with a perfected first security interest in and lien against such shares of stock, subject only to any liens or liens thereon actually in existence and being perfected as of the date of this decree. Such manner may include execution of a valid security agreement and financing statement, and may require the petitioner to surrender possession of the stock certificates to the custody of the respondent, to the extent necessary to perfect a valid security interest therein. Upon any failure of the petitioner to execute any writing, this

decree shall operate as such writing, and any failure to deliver stock certificates shall be punishable by contempt.

11. **ALIMONY:**

A. The petitioner shall pay alimony to the court clerk for disbursement to the respondent at the rate of \$2,500.00 per month, commencing on April 1, 2001, and on the first day of each month thereafter until the alimony obligation terminates as provided herein. The petitioner shall be entitled to a credit against such alimony obligation of \$2,500.00 for each calendar month in which the respondent actually receives a salary from Stuart Fertilizer and Grain, Inc. of at least \$1,250.00 gross per calendar month (so long as no deductions are made therefrom except the deductions required by law for federal and state income taxes and FICA and Medicare taxes) and in which Stuart Fertilizer and Grain, Inc. provides respondent with health insurance coverage without charge upon the same coverage terms and deductible requirement furnished to the most favorably treated employee of said corporation including petitioner, and further conditioned that the respondent shall not be required to furnish any services to the corporation for such compensation and benefits except such services as are equivalent to those services which were being furnished by the respondent as of the date of trial. The petitioner may certify in writing to the court clerk that such compensation arrangement is in effect, with a copy to respondent's counsel of record, and thereafter until further order, the clerk may automatically record a credit against the monthly alimony judgment. The court retains jurisdiction to determine, upon application of either party with mailed notice to opposing counsel in compliance with Rule 8-3, the amount of credit against the judgment to which the petitioner is entitled from and after the date of application.

B. Such alimony is subject to termination on the death of either party, the remarriage of the respondent, or the respondent attaining the age of 66 years.

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. In addition, the indemnities as to debts and encumbrances provided in favor of the respondent against the petitioner are provided in partial substitution for

alimony payments, and any such indemnity obligations shall be considered to be intended “in the nature of support.”

12. **FINDINGS REGARDING PROPERTY, DEBT, AND ALIMONY:** The court makes the following findings regarding determinations of property division, property settlement judgment, allocation of debts, and determination of alimony:

A. As the respondent’s counsel conceded during closing argument, accurately although perhaps inelegantly stated, the difficulty is to treat the respondent fairly and equitably without “killing the goose laying the golden eggs.” This court has carefully crafted the decree with a view to the particular difficulties posed by the case. These findings, while by no means complete, are intended to provide some insight into the court’s determinations.

B. The court was highly impressed by the credibility of the expert appraiser. Nevertheless, the court rejects the determination of “goodwill” or “going concern value” included in the appraisal and in Exhibit 34. First, if the capitalization rate is 22% (the upper end of the appraiser’s range) rather than 20.1%, the amount virtually disappears. Further, the amount is clearly premised on post-decree participation of the petitioner in management of the enterprise. Without the “graceful transition” clearly requiring petitioner’s participation, the appraiser conceded that the goodwill probably vanishes. The respondent is not entitled to share *property* directly and solely attributable to petitioner’s post-decree endeavors, and including such amount would effectively compel the petitioner to such post-decree management and result in respondent sharing the benefit thereof. Consequently, the court based its valuation on the appraisal analysis represented by Exhibits 33 and 34 as to the “hard assets” only.

C. The continuation and success of the business enterprises would benefit both parties. Although neither party adduced expert testimony as to the particular effect, this court cannot ignore the likelihood of substantial adverse income tax consequences upon liquidation of the enterprise, as well as the cessation of the stream of considerable benefits realized by the parties and their children. The difficult task addressed by the court is to enable the respondent to realize over time her fair share of the value of the enterprise, bearing in mind that such outcome is most likely with the continued

involvement and devotion of the petitioner. As in many instances of a closely-held family enterprise, the business cannot withstand the immediate shifting of half of the liquidation value (exceeding half of the net equity reflected in the financial statements) from equity to debt. No creditor in its right mind would continue to finance such an enterprise, thus resulting effectively in liquidation and no more “golden eggs.”

D. The allocation of the 60% share of the property division to petitioner is justified by the continued efforts of the petitioner which will be necessary after the decree to realize the best outcome for both parties and by the substantial provision for alimony. While alimony and property division have different purposes and have been considered separately, there is some overlap and the allocation of shares in this case partially recognizes that overlap.

E. Even after determining a fair amount to be effectively shifted from equity to debt, there remains the problem of withdrawing the money from the enterprise. The interest cost alone represents a substantial burden to the enterprise. Nevertheless, fairness requires a stream of benefits at least equal to the interest. The actual withdrawal of principal has been structured over a sufficient length of time for the petitioner and the corporations to make alternative financial arrangements, but to provide some withdrawal of principal on an annual basis. The court has allowed the petitioner flexibility regarding the timing of the annual installments during the course of each year, so as to be best integrated into the annual business cycle.

F. Mathematical precision cannot be achieved. This court has endeavored to achieve a fair and just result under all of the facts and circumstances.

G. The corporations were not parties to this action. This court does not have jurisdiction to order the corporations to provide compensation or benefits to the respondent. The court also doubts that its equitable powers extend to compelling the petitioner, as a corporate officer and director, to make specific arrangements in derogation of his legal duty to a particular corporation to exercise proper business judgment. However, there is no prohibition that this court can discover against providing a financial incentive to the petitioner to implement a corporate compensation arrangement similar to that which he suggested. The credit against the alimony judgment is intended to provide

that financial incentive while providing substantial benefit including nontaxable fringe benefits to the respondent.

13. **COSTS AND ATTORNEYS' FEES:** The petitioner shall pay attorney fees for the benefit of respondent's attorney of \$6,250.00, taxed as costs of the action within 60 days from the entry of decree. There shall be no interest if paid on or before the due date thereof, but any delinquent amount shall bear interest at the judgment rate (see "JUDGMENT" paragraph below) from due date until paid. Except as to such amount, each party shall pay his or her own respective costs and attorneys' fees.

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:

Lucas Thomas Vogel, [ident. data deleted], born on July 3, 1984;

Rachael Elizabeth Vogel, [ident. data deleted], born on January 15, 1986;

Michael McKaber Vogel, [ident. data deleted], born on March 18, 1991; and,

Monica Thi Vogel, [ident. data deleted], born on September 11, 1993.

B. The respondent 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 petitioner.

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 petitioner 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 respondent, at the rate of \$2,267.72 per month when there are four children subject to the order, \$2,090.87 per month when there are three children subject to the order, \$1,747.90 per month when there are two children subject to the order, and \$1,198.61 per month when there is one child subject to the order. Such payments shall commence on March 1, 2001, 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 at the judgment rate (see “JUDGMENT” paragraph below) from thirty (30) days after date of delinquency until paid.

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 petitioner’s income shall be subject to income withholding, which shall be implemented pursuant to the Income Withholding for Child Support Act. The parties’ social security numbers are: petitioner: [ident. data deleted]; respondent: [ident. data deleted].

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 (1) the District Court Clerk prior to the date the State Disbursement Unit becomes operative, and/or, (2) 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. HEALTH INSURANCE:

A. The petitioner 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 or available through such party’s employment.

B. 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 shall be paid as follows:

(1) The amount of the annual insurance deductible for the child shall be paid by the respondent, unless the petitioner fails to maintain the required insurance.

(2) When the full extent of insurance coverage required by paragraph A 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 shall be paid 89.32% by the petitioner and 10.68% by the respondent.

(3) If the petitioner fails to maintain the full extent of the insurance coverage required by paragraph A, 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 petitioner.

C. 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.

D. 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.

E. 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.

18. **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.

19. **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.

20. **JUDGMENT:**

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

B. The judgment rate applicable as of the date of entry of this decree is 7.052% 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 O'Neill, Nebraska, on February 7, 2001.
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.

APPENDIX "D"
PROPERTY DIVISION & SETTLEMENT
Vogel v. Vogel
District Court, Holt County
Case No. CI00-4

	<u>PETITIONER</u>	<u>RESPONDENT</u>
A. Household Furnishings & Equipment		
contents of house (included in house value)		inc.
hunting and fishing equipment	100.00	
B. Deposit Accounts		
Tri-County Bank checking [ident. data deleted]		10.00
Tri-County Bank savings [ident. data deleted]	558.21	
C. Motor Vehicles		
1997 Chevrolet Suburban		18,000.00
less debt to Platte Valley State Bank		-16,500.00
2000 Chevrolet Silverado pickup net of debt	5,500.00	
horse trailer		3,000.00
less debt to Neb. State Bank		-1,478.21
D. Real Estate		
family homestead at RR1, Box 73, Stuart		265,000.00
less real estate debt to Tri-County Bank		-70,352.75
E. Life Insurance		
ING Security Life policy [ident. data deleted] (net)	3,500.00	
ING Security Life policy [ident. data deleted] (net)	6,000.00	
Security Life of Denver policy [ident. data deleted]		10,886.40
F. Miscellaneous		

APPENDIX "D"
PROPERTY DIVISION & SETTLEMENT
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	<u>PETITIONER</u>	<u>RESPONDENT</u>
all shares of stock, Stuart Fertilizer and Grain, Inc. and Atkinson Fertilizer, Inc.	1,269,550.00	
Cruise loan receivable	20,000.00	
50% interest in Stuart Concrete	20,000.00	
less debt to Stuart Fertilizer and Grain, Inc.	-30,143.00	
1988 boat	2,600.00	
22-year-old horse		50.00
G. Other Debts		
Bank of America Mastercard account [ident. data deleted]	-6,291.86	
VISA platinum account [ident. data deleted]	-11,427.34	
Sam's Club account	-750.00	
Stuart Fertilizer and Grain, Inc. (re: life ins.)	-30,661.00	
Platte Valley State Bank debt on Lucas' pickup	-5,579.45	
debt on Rachael's horse		being paid by Rachael
NET PROPERTY/DEBTS IN-KIND	<u>1,242,955.56</u>	<u>208,615.44</u>
DIVISION (60% / 40%)	870,942.60	580,628.40
PROPERTY SETTLEMENT	-372,012.96	372,012.96
ROUNDED	<u><u>-372,013.00</u></u>	<u><u>372,013.00</u></u>