

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

**ROXANN R. MULLER,**

Petitioner,

vs.

**FRANZ J. MULLER,**

Respondent.

Case No. CI00-12

**DECREE OF DISSOLUTION  
OF MARRIAGE**

**DATE OF FINAL HEARING:** January 18, 2001.

**DATE OF RENDITION:** April 29, 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 Warren R. Arganbright, and the respondent appeared personally and was represented by Michael V. Smith. 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, both the petitioner and the respondent resided in this county and now reside in this county. The petitioner and the respondent both 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 2, 1980, in the Village of Cody, Cherry 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 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 property settlement 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. **JOINT PROPERTY STATEMENT:** The parties' joint property statement, received in evidence as Exhibit 1, is attached hereto and incorporated herein as Schedule G, and for convenience the court will extensively refer to and identify items of property and debt by reference to Schedule G. Refer to the appropriate item of Schedule G for the full list of property items and for account numbers.

8. **PETITIONER'S PROPERTY:** The petitioner's sole and separate property, free and clear of all liens and encumbrances (except real estate taxes) pursuant to the allocation of indebtedness to the respondent, shall consist of:

A. All of the property now in the petitioner's possession except as specifically awarded to the respondent herein.

B. Schedule G, Section A.1. (pages 2-4): all items, except that the 1994 Ford Aspire automobile is substituted for the 1990 Mazda 626 4-door automobile. In

addition to the personal property described therein, these items include the following real estate:

(1) Lot 7, Block 1H, Deaver's Addition to the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon;

(2) Center part of Lots 1, 2, 3, and 4, Block 3, Original Town of the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon;

(3) The West 100 feet of Lots 11 and 12, Block 2, Original Town of the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon; and,

(4) Lots 1, 2, 3, and 4, Block 8, Original Town of the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon.

C. Schedule G, Section B (pages 5 & 18): dash and door panel business inventory.

D. Schedule G, Section B (page 10): abandoned gas station (Anna's) real estate legally described as part (Tract 24) of the West Half of the Southeast Quarter of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 7, Township 34 North, Range 33 West of the 6<sup>th</sup> P.M. in Cherry County, Nebraska, subject to outstanding real estate taxes thereon.

E. Schedule G, Section B (page 10-11): contents in storage at Anna's.

F. Schedule G, Section B (page 11): contents of piano store (antiques and scrap in basement).

G. Schedule G, Section B (pages 11 & 18): contents of piano store (pianos, etc.), except new Samick piano SU131 upright with player.

H. Schedule G, Section B (page 11): contents of piano store (music books).

I. Schedule G, Section B (page 12): John Deere riding lawn mower, subject to any repair bills thereon.

J. Schedule G, Section B (page 13): Uncle Arley's hand tools.

K. Schedule G, Section B (page 13): miscellaneous piano store items (piano moving equipment, etc.).

L. Schedule G, Section B (page 13): Oppenheimer investment account No. 700....

M. Schedule G, Section B (page 13-14): Civil Air Patrol items.

N. Schedule G, Section B (page 14): entertainment center, stereo, VCR, TV and radio on display cart.

O. Schedule G, Section B (page 14): three-drawer walnut dresser with oak leaf handles.

P. Schedule G, Section B (page 14): oak recipe box, etc.

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. Schedule G, Section B (page 5): strip shop real estate, legally described as the West 100 feet of Lots 13, 14, 15, 16, and 17, Block 2, Original Town of the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon.

C. Schedule G, Section B (page 5): contents of strip shop (hot air sprayer etc.).

D. Schedule G, Section B (page 5): contents of strip shop (unworked old furniture etc.).

E. Schedule G, Section B (page 5-6): contents of strip shop – furniture repair equipment.

F. Schedule G, Section B (page 6-7): aviation corporation assets and aviation corporation bank account balance, including all shares of capital stock in South Side Corp., a Nebraska corporation, and all assets, liabilities, and equities pertaining thereto.

G. Schedule G, Section B (page 7): H & R Block IRA account.

H. Schedule G, Section B (page 7): State Farm life insurance policy No. 0987....

I. Schedule G, Section B (page 7): yellow house and garage real estate legally described as the East Half of Lots 2 and 3, Block 7, Original Town of the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon.

J. Schedule G, Section B (page 7-8): contents of yellow house.

K. Schedule G, Section B (page 8): contents of garage at yellow house.

L. Schedule G, Section B (page 8): auto shop real estate legally described as the West Half of Lots 2 and 3, Block 7, Original Town of the Village of Cody, Cherry County, Nebraska, subject to outstanding real estate taxes thereon.

M. Schedule G, Section B (page 8-10): auto shop contents.

N. Schedule G, Section B (page 10): yard items.

O. Schedule G, Section B (pages 11 & 18): new Samick SU131 upright piano with player.

P. Schedule G, Section B (page 11): upholstery supplies and office equipment.

Q. Schedule G, Section B (pages 11-12): All motor vehicles including 1990 Mazda 626, but excluding 1994 Ford Aspire.

R. Schedule G, Section B (page 12): all Kawasaki jet skis and jet ski trailer.

S. Schedule G, Section B (page 12): homemade 4-wheel trailer and homemade 2-wheel trailer.

T. Schedule G, Section B (page 12-13): miscellaneous, including all items listed under that section except Uncle Arley's hand tools).

U. Schedule G, Section B (page 13): Perelman-Carley brokerage account No. 174...., including 407 shares of OfficeMax Inc.

V. Community First National Bank checking account No. ...4706.

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 January 5, 2000, except as expressly assigned otherwise below.

B. The respondent shall pay the following: the actual debts listed on Schedule G, page 17, except for real estate taxes which will follow the respective tracts of

real estate and except for Alamosa Aircraft Engineering (which does not represent an actual item of indebtedness and has been considered in the valuation of property division).

C. 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 respondent shall pay to the court clerk for disbursement to the petitioner as property settlement the total sum of \$15,000.00, with interest as provided below, payable as follows:

(1) \$7,000.00, plus accrued interest, on or before June 1, 2001;  
and,

(2) \$8,000.00, plus accrued interest, on or before June 1, 2002.

B. The judgment shall bear interest at the judgment rate (see "JUDGMENT" paragraph below) from the date of entry until paid. Any installment not paid by the due date, including both the principal installment due and the accrued interest payable as of such date, shall bear interest from the date until paid at the rate of 10% per annum.

12. **ALIMONY:** Neither party shall pay any alimony to the other party.

13. **INCOME TAX:** The parties shall file separate income tax returns for tax year 2001.

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

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

16. **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 property settlement herein made is 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 property settlement as above set forth.

B. The judgment rate applicable as of the date of entry of this decree is 5.442% 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 April 29, 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