

FILED DISTRICT COURT
Third Judicial District

OCT 27 2009

SALT LAKE COUNTY

By JS Deputy Clerk

Decree of Divorce @J



JD30103201

pages: 4

084901854 HOWELL, ANNE

Name: tate howell
 Address: 2264 w 3650 s #3
 west valley, utah 84119
 Phone: 801-972-3163
 Pro Se

ENTERED IN REGISTRY
 OF JUDGMENTS
 DATE 10/29/09

IN THE THIRD JUDICIAL DISTRICT COURT
 OF SALT LAKE COUNTY, STATE OF UTAH
 Third District Court, 450 South State Street, Salt Lake City, UT 84114

tate howell,
 Petitioner,

vs.

anne howell,
 Respondent.

* **DECREE OF DIVORCE**
 * **AND JUDGMENT**
 *
 * Case No. 084901854
 *
 * Commissioner: Casey
 *
 * Judge: Robert Faust
 *

The above-entitled matter came on before the court on tate howell's Affidavit for Entry of Divorce Decree in accordance with Rule 104, Utah Rules of Civil Procedure. More than ninety days have passed since this matter was filed with the Court or the Court has waived the 90-day waiting period. The parties have filed a Stipulation with the Court. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

tate howell is awarded a Decree of Divorce from anne howell, to become final upon signature and entry.

1. All personal property is awarded as the parties have already divided it.
2. Should any debts exist from this marriage, each debt shall be the responsibility of the party incurring the debt.
3. During the course of the marriage, the parties acquired the following real property:

a. *house and lot*

Address:

*4393 s wormwood dr
west valley, UTAH 84120*

Tax Identification Number:

88888

Legal description:

lot 353 woodledge #3

b. This property is divided as follows:

Tate Howell will retain ownership of the real property and rent the real property to Anne Howell until one of the following occurs:

1. Anne Howell procures a mortgage for the real property and pays Tate Howell the amount that he owes at this "Buy Out" time on the real property in addition to any monies that he may have spent from the time of the divorce to this "Buy Out" time on maintaining or repairing the real property.

2. Five years have passed since the divorce, and Tate Howell chooses to sell the real property.

3. Anne Howell's rent is more than 30 days late twice during the rental period. If this occurs, the rental agreement between Anne Howell and Tate Howell would be null and void, and Tate Howell could do what ever he wants with the real property.

4. Tate Howell dies while Anne is renting the real property. If this occurs, Anne will have first option to procure a mortgage for the real property and to gain ownership of the real property. If Anne Howell is unable to do this at Tate Howell's time of death, Travis Howell, then Shae Howell will have 2nd then 3rd option respectively to do the same.

These are the terms of the rental agreement between Anne Howell and Tate Howell:

1. The total rent amount is due at the 1st of every month and shall not exceed the monthly mortgage payment that Tate Howell owes on the real property.

2. Anne Howell must pay all monthly utility payments accrued by the real property.

4. Neither party is awarded alimony from the other.

Approved as to form:

anne howell's Signature

CERTIFICATE OF MAILING

I certify that a copy of the foregoing Decree of Divorce and Judgment was mailed, postage prepaid, on _____ (date) to:

anne howell
4393 s wormwood dr.
west valley, utah 84120

tate howell's Signature