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**FILED DISTRICT COURT
Third Judicial District**

OCT 24 2012

SALT LAKE COUNTY

By _____ Deputy Clerk. *Up*

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**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH, SALT LAKE DEPARTMENT**

SANDRA WILSON PARK,

Petitioner,

v.

TERRY LEE PARK,

Respondent

DECREE OF DIVORCE

Case No.: 124903775

Judge: Paul Maughan

Commissioner: Casey

THE COURT has received and reviewed Petitioner's Verified Complaint for Divorce, Respondent's Waiver of Service of Summons, Petitioner's Affidavit as to Jurisdiction and Grounds, the Notice to Submit for Decision, the Stipulation and Settlement Agreement signed and notarized by both parties, and the Second Stipulation and Settlement Agreement signed by both parties. Based on the aforementioned documents,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Dissolution of Marriage. The above-named Petitioner and Respondent are granted a divorce from each other, dissolving the bonds of matrimony heretofore existing between them.
2. Children, Custody, and Parent time. Petitioner and Respondent have no minor children as issue of the marriage.

3. Alimony. Respondent shall pay alimony to Petitioner in the amount of \$1,350.00 per month. Alimony payments are due on the 5th day of each month, beginning on July 5, 2012 and continuing thereafter for a maximum term of forty-one (41) years, but terminating earlier automatically upon the happening of any of the following events:

- a. Petitioner's remarriage,
- b. Petitioner's cohabitation with a person in an intimate relationship akin to marriage, or
- c. Petitioner's death.

4. Real Property. During the course of the marriage, Petitioner and Respondent acquired certain real property, to wit:

- a. A home located at 6577 South Redwood Road, Taylorsville, Utah 84123.
- b. Petitioner shall be awarded the marital home and real property as Petitioner's sole and exclusive property subject to all indebtedness owing thereon and holding Respondent harmless therefrom.
- c. There was \$150,012 in marital equity in the parties' marital home at the time the Respondent moved out of the home in May of 2011 (\$294,400 property tax valuation - \$144,388 mortgage balance owing.)
- d. When the real property is sold, the \$150,012 in marital equity shall be applied as follows:
 - i. First, pay expenses of sale;
 - ii. Second, retire any and all mortgages and liens on the home that existed at the time of the marriage;

iii. Third, pay all marital debts and obligations remaining at the time of sale;

iv. Last, the parties shall divide any portion of the \$150, 012 in marital equity remaining thereafter equally between the parties, with the following deductions from Respondent's portion:

1. Respondent shall have \$2,950 subtracted from his half of the equity to account for his larger portion of the marital debts;
2. Respondent shall have \$1,500 subtracted from his half for improvements made to the yard by Petitioner post-separation, and
3. Respondent shall have any alimony arrearages existing at the time of sale subtracted from his portion of the balance remaining.
4. Any additional proceeds of the sale of the marital home above and beyond the marital equity of \$150,012 shall be awarded to Petitioner in its entirety. This is because additional equity realized on the property post-separation is a result of the Petitioner having been awarded the marital home and having subjected herself to all indebtedness owing thereon and holding Respondent harmless therefrom.

e. Both parties shall execute any necessary documents for the listing and sale of said real property. In the event the Respondent fails to execute said documents, Petitioner may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said necessary documents.

5. Personal Property. During the course of the marriage, Petitioner and Respondent have acquired certain items of personal property.
6. Petitioner shall be awarded the following items of personal property, free and clear of any claim by Respondent:
- a. 2006 Nissan Altima;
 - b. All furniture in the marital home;
 - c. Petitioner's personal clothing;
 - d. The Yaddrow figurines;
 - e. 2 guns given to the parties by Petitioner's parents;
 - f. Springfield 45 caliber pistol; and
 - g. Petitioner's personal belongings.
7. Respondent shall be awarded the following items of personal property, free and clear of any claim by Petitioner:
- a. 1997 GMC truck;
 - b. All furniture in Respondent's current apartment; and
 - c. Respondent's personal clothing and belongings.
8. All other items of personal property should be divided as the parties mutually agree.
9. Debts and Obligations: During the course of the marriage, the parties acquired certain debts. The parties shall equitably divide the marital debt as follows:

Creditor	Description of Debt	Approximate Account Balance	Petitioner Will Pay	Respondent Will Pay
Bank of America	Home mortgage	\$144,388	100%	0%

Discover	Credit card	\$3,100	50%	50%
Visa	Credit card	\$1,700	100%	0%
Visa	Credit card	\$3,700	0%	100%
Cabellas	Credit card	\$1,000	0%	100%
Intermountain Health Care	Respondent's back surgery	\$2,000	0%	100%
Unemployment Compensation	Overpayment	\$938	0%	100%
Delores W. Wilson	Paid trailer loan	\$2,500	50%	50%
Dr. Victor Pickett	Dental work	\$1,500	100%	0%

10. Respondent shall be ordered to take out a personal loan or execute a balance transfer within 30 days from the date the decree of divorce is entered in an amount sufficient to pay off each of his assigned debts listed above that have Petitioner's name on them. This is for the purpose of removing Petitioner's name from all of the marital debts assigned to Respondent post-divorce.

11. Each party is ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred or may incur after the parties' separation in October of 2011.

12. Savings Accounts and Checking Accounts. During the course of the marriage, Petitioner and Respondent have acquired certain savings and checking accounts.

13. Petitioner and Respondent shall divide the balances of their accounts held on the date of separation as follows:

Bank Name:	Account Number:	Awarded to:
Cyprus Credit Union	Xxxxxx	Respondent

Mountain America Credit Union	Xxxxx	Petitioner
America First Credit Union	Xxxxx	Petitioner

14. Retirement. During the course of the marriage, Respondent acquired interest in an IRA retirement account managed by Fidelity Investments. Petitioner shall be awarded one half of the value held in the Fidelity IRA which accrued during the course of the parties' marriage.

15. Life Insurance Policies: The parties have acquired two life insurance policies with Lincoln Benefit Life during the course of the marriage. Petitioner shall be allowed to purchase Respondent's life insurance policy, change the beneficiaries thereon, and maintain all monthly payments and other financial responsibilities associated therewith. Petitioner shall also be allowed to retain her own life insurance policy, with authority to determine the listed beneficiaries and responsibility to maintain payments as well.

16. Mortgage Interest Tax Deduction. Petitioner shall be allowed to claim the mortgage interest tax deduction on the marital property for 2012 and every year hereafter.

17. Pre-Marital Name. Petitioner may have her maiden name of SANDRA WILSON restored to her if she so chooses to implement that name change.

18. Attorney Fees. Petitioner and Respondent shall each assume and pay their individual court costs and attorney fees incurred herein, unless the matter is unreasonably contested, in which case Respondent should be responsible for Petitioner's fees and costs.

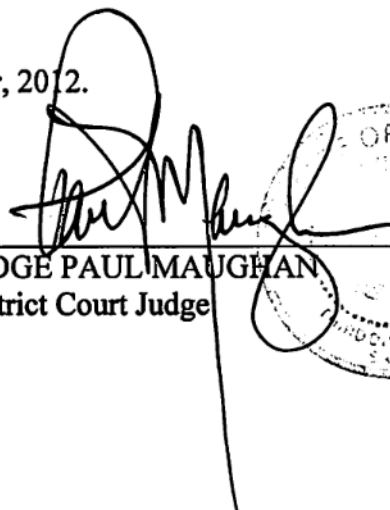
19. Deeds and Other Documents. Petitioner and Respondent shall each execute and deliver to the other party such documents as are required to implement the provision of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.

20. Default. In the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

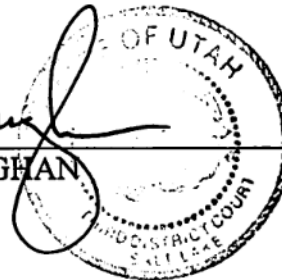
21. Mediation. In the event any issues arise in the future which cannot be resolved between the parties, Petitioner and Respondent shall attend mediation prior to either party initiating Court action, with each party to pay one-half of all mediation expenses.

IT IS SO ORDERED.

DATED this 24 day of October, 2012.



JUDGE PAUL MAUGHAN
District Court Judge



CERTIFICATE OF SERVICE

I hereby certify that I am an employee or partner of Day Shell & Liljenquist L.C. and that I caused a true and correct copy of the foregoing to be delivered via United States, first class mail to the following recipients:

Terry Lee Park
1639 West Thornhill Drive, Apt 1412
Taylorsville, Utah 84123

Court; client

DATED this 20th day of October, 2012.

A handwritten signature in cursive script, reading "Debbie A. Snow", is written over a horizontal line.