

Pete Wayne Day
871 Country Hills Dr
Layton, UT 84040
(801) 879-0213
pete2day@hotmail.com

Online Court Assistance Program

Check your email. You will receive information and documents at this email address.

I am the Petitioner

In the District Court of Utah
Second Judicial District, Davis County
Second District Court, 800 West State Street, P.O. Box 769, Farmington UT 84025

In the Matter of the Marriage of

Pete Wayne Day

and

Sadie Day

Divorce Decree and Judgment

Case Number: **224701802**

Judge: **Conners**

Commissioner: **Julie Winkler**

The court decrees:

Divorce

1. **Pete Wayne Day** is granted a divorce based on his Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 78B-12-102(7))

2. **Pete Wayne Day** and **Sadie Day** do not have any children together.

- They do not have any children together who are minors. A minor is a child under 18 who has not been married or otherwise emancipated.
- They are not expecting a child.
- They do not have incapacitated adult children together who are eligible for child support, or, they are not asking for child support for any adult child who is eligible for child support.

Personal property (Utah Code 30-3-5)

3. All personal property not addressed in the divorce should be divided as the parties have already divided it.

4. The following vehicles will be divided as indicated:

a. **Pete Wayne Day** will receive the following vehicles:

i. Make: **Ford**, Model: **F-150**, Year: **2011**

Estimated current value: **\$12,000.00**

Owner (before divorce): **Pete Wayne Day**

Lien 1

This vehicle is security for the following loans

Lender: **Utah First Credit Union**

Address: **1155 -UT225**

Farmington, Ut, 84025

Amount Owed: **\$13,094.00**

Monthly Payment: **\$540.00**

Pete Wayne Day will pay: **The entire debt.**

Person to provide creditor divorce decree: **Pete Wayne Day**

b. **Sadie Day** will receive the following vehicles:

i. Make: **Nissan**, Model: **Altima**, Year: **2014**

Estimated current value: **\$13,000.00**

Owner (before divorce): **Pete Wayne Day**

Sadie Day

Lien 1

This vehicle is security for the following loans

Lender: **Utah First Credit Union**

Address: **1155 -UT225**

Farmington, Ut, 84025

Amount Owed: **\$5,484.00**

Monthly Payment: **\$325.00**

Sadie Day will pay: **The entire debt.**

Person to provide creditor divorce decree: **Pete Wayne Day**

5. Bank and credit union accounts are divided as follows:

a. Account number: **3275**

Name of Institution: **Zions Bank**

Address: **Not Available**

Not Available

Account Balance: **\$58,161.92**

Names on Account: **Pete Wayne Day**
Sadie Day
Divide as follows: **Don't divide.**

Debts

6. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

7. The parties acquired the following real property during the marriage:

a. House:

- i. Address: **871 N. 1345 E, Layton, UT 84040;**
- ii. Tax Identification Number: **11-340-0127;**
- iii. Legal description: **All of Lot 127, Spruce Creek Sub Phase 1. Contains 0.27 Acres.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**
Lender: **Primary Residential Mortgage**
Address: **PO Box 593, Salt Lake City, UT**
Amount Owed: **\$325,144.00**
Monthly Payment: **\$2,113.59**
Pete Wayne Day will pay this mortgage after the divorce.
Pete Wayne Day will provide a copy of the divorce decree to the lender.

b. Pete Wayne Day will have exclusive use and possession of this property until one of the following occurs:

- i. The youngest child reaches the age of 18 or graduates from high school (whichever is later), or becomes emancipated; or
- ii. **Pete Wayne Day** ceases to use this property as his primary residence; or
- iii. **Pete Wayne Day** remarries; or
- iv. **Pete Wayne Day** cohabits with a non-relative adult at this property.

If one of the above occurs, **Sadie Day** will receive her share of the total equity existing in the property on the date divorce decree is signed.

- The total equity to be divided is **\$198,000.00.**

- **Sadie Day's share will be \$99,000.00.**
- **Sadie Day will have an equitable lien against the property in the amount of \$99,000.00. Sadie Day will sign a quitclaim deed to Pete Wayne Day subject to that lien once the divorce is entered.**
- **Pete Wayne Day will pay Sadie Day \$99,000.00 to satisfy the lien. Once Pete Wayne Day has paid the lien, Sadie Day will sign any documents necessary to remove the lien from the property.**

Alimony

8. Neither party will pay alimony.

Retirement money

9. The parties do not need a court order about retirement money.

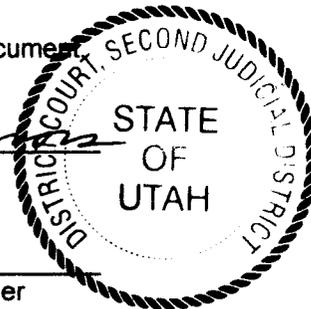
Duty to sign documents

10. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

DATED December 14, 2022

David McLouder
District Court Judge



DATED _____

District Court Commissioner

Sadie Day
Sadie Day
Approved as to Form

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree and Judgment on the following people.

Person's Name	Service Method	Service Address	Service Date
Sadie Day Respondent	Email	sadiedayinwj@hotmail.com	11/11/2022

11/11/2022

Sign here *Pete Wayne Day*

Date

Pete Wayne Day