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**IN THE FIFTH JUDICIAL DISTRICT COURT OF WASHINGTON COUNTY
STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE
OF:

LYNN B. SPENCER,
Petitioner, and

SHANNON MOLLNER SPENCER,
Respondent.

DECREE OF DIVORCE

Case No. 245400589
Judge John J. Walton

The Court, having entered its Findings of Fact and Conclusions of Law, and other good cause appearing, now enters the following Decree of Divorce and **ORDERS, DECREES and ADJUDICATES** as follows:

1. Termination of Marriage. The parties granted a divorce, one from the other, on the grounds of irreconcilable differences.

PROPERTY DIVISION

2. Real Property.

a. During the marriage, the parties acquired a home and real property, with the address 31 Webb Street, La Verkin, Utah 84745 ("Marital Home"), Parcel Id: LV-HT-31. The parties have no other real property interests to divide.

b. The Marital Home is currently listed for sale, and it shall remain listed until sold. The parties shall cooperate in good faith to sell the home as expeditiously as possible, and neither party shall take any action to delay or postpone the sale process.

c. The parties shall jointly participate in the sale process in good faith, and they shall mutually make any significant decisions such as, but not limited to, determining the listing price and changes thereto, and whether to accept, reject, or counter any offer received.

d. At the time the Marital Home sells, the proceeds after the mortgage and standard commissions and costs of sale are paid shall be divided between the parties equally.

e. Shannon shall continue to be able to reside at the Marital Home exclusively until it sells. Shannon shall be responsible for payment of the mortgage (inclusive of the escrow payment), utilities, and other services to the Marital Home. If Shannon moves out of the Marital Home before it sells or before there is a purchase agreement in place, Lynn shall be entitled to reside at Marital Home exclusively. In such event, Lynn shall be responsible for payment of the mortgage (inclusive of the escrow payment), utilities, and other services to the Marital Home.

f. Upon entry of this Decree of Divorce, title to the Marital Home shall be transferred from the Lynn B. Spencer Family Inter Vivos Revocable Trust

Agreement to the parties' names individually as tenants in common with equal undivided interests.

g. Unless otherwise agreed by the parties in writing, neither party shall cause to have any lien, obligation, security, or any other encumbrance recorded against the Marital Home that would diminish any of the other party's share of the equity.

3. Tangible Personal Property.

a. Lynn shall be awarded the following items: 2008 Dodge truck, 5th wheel trailer, equitable division of furniture, appliances, electronics, and home furnishings (e.g., towels, bed sheets, kitchenware, etc.).

b. Shannon shall be awarded the following items: 2017 Mazda car, equitable division of furniture, appliances, electronics, and home furnishings (e.g., towels, bed sheets, kitchenware, etc.).

c. The parties shall allocate any items to be equitably divided between them in a fair and good faith manner.

d. Each party shall be responsible for the debt, insurance, and any other obligation associated with any tangible personal property awarded to the party.

e. The parties shall cooperate in good faith to transfer any titles to accomplish the ownership transfer as set forth herein.

4. Retirement Annuities.

a. During the marriage, the parties acquired an annuity with Knights of Columbus (contract number ending in 4416) and an annuity with Allianz (account

number ending in 1205). Shannon shall be entitled to continue to receive the monthly installment payments from both of the annuities for her lifetime (Knights of Columbus – presently \$985.22; Allianz – presently \$973.22). In the event Shannon predeceases Lynn, Lynn shall be entitled to any remaining payments he would be entitled to under the terms of the annuities. Neither party shall change any of the payment terms or beneficiary designations under the annuities.

b. Lynn shall be awarded the accumulation surrender value under the Knights of Columbus contract number ending in 4417 in the approximate amount of \$76,284.00, with the final valuation amount to be the surrender value on the day of the entry of this Decree of Divorce. To offset Shannon's share of this amount, Shannon shall receive from Lynn's share of the proceeds from the sale of the Marital Home an amount equivalent to half of the surrender value under contract ending in 4417 as of the date of the entry of this Decree of Divorce (e.g. \$38,142.00).

5. Bank and Credit Union Accounts. Lynn shall be awarded his accounts with US Bank and the funds therein. Shannon shall be awarded her accounts with Mountain America Credit Union and the funds therein. Each party's name shall be removed from the accounts awarded to the other party.

6. Social Security. Each party is receiving social security income, and each party shall be entitled to his or her own respective social security payments.

TAXES

7. Tax Returns. The parties shall file separate tax returns for the 2025 tax year and thereafter.

ALIMONY

8. Alimony. Alimony has been considered in relation to the financial settlement. Based on the financial settlement herein, there shall be no alimony awarded to either party now or in the future.

ESTATE PLANNING DOCUMENTS

9. Trust. Any property, accounts, or policies held by Lynn B. Spencer Family Inter Vivos Revocable Trust Agreement, and any amendments thereto, shall be transferred to the parties consistent with the terms contained in this Decree of Divorce in this matter, and the Trust shall be deemed terminated upon entry of this Decree of Divorce.

10. Will. Any will in which a party is a beneficiary of the other party's estate is to deemed immediately revoked and null and void.

11. Powers of Attorney. Any and all special, general, or durable powers of attorney granted by either party to the other party are to be deemed immediately null and void.

12. Health Care Directive. Any appointment of either party as the agent or representative of the other party under any Utah Advance Health Care Directive is to be deemed immediately null and void.

DEBTS

13. Outstanding Debts. Each party shall be allocated and shall be fully responsible for any debts in his or her respective name. Neither party shall use the other's personal

information for any purpose including obtaining credit or other obligation.

MISCELLANEOUS

14. Service of Court Papers. Shannon agrees to accept service of court documents related to this divorce at the following email address: spencerlynn62@gmail.com. In the event Shannon's email address changes or she wishes to use a different email address for service, she shall be responsible to notify the Court and provide the new information.

15. Cooperation and Notification to Creditors. Each party shall notify his or her respective creditors or obligees regarding the Court's division of joint marital debts, obligations, or liabilities consistent with Utah Code Ann. § 15-4-6.5.

16. Conveyances. Each party shall execute and deliver to the other such documents as are required to implement this Decree of Divorce by the Court, including titles, deeds, bills of sale, or otherwise. If a party fails to perform any specific act required herein, the Court shall direct the act to be done at the cost of the disobedient party by some other person appointed by the Court. The Court in lieu of directing a conveyance thereof may enter a judgment divesting the title of either party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law.

17. Costs and Attorney's Fees. Each party shall be responsible for his or her own costs and attorney's fees incurred in relation to this proceeding.

18. Finality. This Decree of Divorce by the Court shall be final and absolute upon entry.

----- **END OF ORDER** -----
In accordance with Utah R. Civ. P. 10(e) and Utah State District Courts E-filing

Standard No. 4, this Order does not bear the handwritten signature of the Court but instead displays an electronic signature at the top of this Order.

Approved by:

/s/ Benjamin L. Wilson (Signed with permission granted via email on 8.5.2025)

Benjamin L. Wilson
Counsel for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I caused a full, true and correct copy of the above and foregoing **DECREE OF DIVORCE** to be electronically filed with the Court on the August 6th, 2025 and notification of such filing was served to the following pursuant to U.R.C.P. 5(3)(A):

Benjamin L. Wilson
bwilson@slemboskilaw.com

/s/ Kendra Francoeur

Legal Assistant