

JUDGMENT

The following UNSATISFIED judgment was found filed in Mills County, Iowa, all under  
Case No.: CVCV023955

IN THE DISTRICT COURT OF CASS COUNTY, NEBRASKA

Debra Ann Levell, Petitioner, vs. Michael Anthony Levell, Respondent.  
**CASE NO. C102-15**

Debra Ann Levell, Plaintiff, vs. M & F Real Estate, Inc., and John Doe, Real Names  
Unknown, et al., Defendants.  
**CASE NO. C102-302**

M & F Real Estate, Inc., Plaintiff, vs. Debra Ann Levell, Defendant.  
**CASE NO. C102-328**

**DECREE OF DISSOLUTION OF MARRIAGE – CASE NO. C102-15** was entered by  
the Court of Cass County on March 7, 2003, and a transcript received and filed in Mills  
County, Iowa, on June 26, 2006, and orders the following, in part:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this court has  
jurisdiction over the parties and the subject matter of this action and that the marriage  
between the petitioner and the respondent is and has been irretrievably broken and is  
hereby dissolved.

... that the parties are the parents of three (3) unemancipated children who are  
dependent upon them for their support, namely: S.L. born 3/1/1985; M.L. born  
8/11/1988; and A. L. born 5/23/1996.

...that the respondent, Michael Anthony Levell, is ordered to pay child support for his  
three (3) minor children in the sum of \$1,734.16 per month for the support and  
maintenance of said minor children, commencing upon the first day of April, 2003,  
and said sum shall continue to be due and payable on the first day of each month  
thereafter until the first of said children reaches the age of majority, dies, becomes  
emancipated, or until further order of the court, at which time the respondent's child  
support obligation shall decrease to the amount of \$1,450.02 per month until the  
second of said children reaches the age of majority, dies, becomes emancipated, or  
until further order of the court, at which time the respondent's child support shall  
decrease to the amount of \$994.09 per month and shall continue until the parties'  
remaining child reaches the age of majority, dies, becomes emancipated, or until  
further order of the court. All child support payments to be paid by the respondent  
shall be paid to the Nebraska Child Support Payment Center, PO Box 83049, Lincoln,  
NE 68501 – 3049. Delinquent child support shall accrue interest at the rate of 3.245  
percent.

... that the respondent shall provide health insurance for the minor children of the  
parties for so long as the same is available to the respondent through his employment  
... expenses not covered by insurance shall be apportioned between the parties and  
paid by the parties as set forth by the court herein in its findings...

CONTINUED

...that the property identified by the court at paragraph 12 of its findings herein is not marital property and that the same shall be, and the same hereby is, excluded from the marital estate as being nonmarital property...

Abstracter's Note: Paragraph 12 notes, in part, "There is no evidence that Debra and/or Michael Levell have any interest in the Mineola, Iowa, property. The court finds that the same is not marital property and shall not be considered as such." No legal description or local address provided therein.

... that the respondent shall pay alimony to the petitioner ...

...that any child support, alimony and/or attorney fees to be paid by a party pursuant to any Temporary Order entered by this court shall be preserved by the Decree of Dissolution of Marriage and shall not be merged into the decree.

... that Julie Bear, as guardian ad litem herein, is hereby awarded a fee in the amount of \$300.00 to be paid by the respondent within 30 days of the entry of the decree herein.

...that the respondent shall forthwith pay ...\$15,000.00 ... attorney fees ...

...that each of the parties shall be responsible for their own costs incurred herein...

...that each of the parties are ordered to execute and deliver to the other party any titles, deeds, or documents that may reasonably be required to accomplish the terms of this decree. In the event that either party fails to comply with the provisions of this paragraph, this decree shall constitute an actual grant, assignment, and conveyance of the property and rights in such manner and with such effect as shall be necessary to effectuate the terms of this decree...

...that in the event the obligor fails to pay any child support or medical payment, as such failure is certified each month by the State Disbursement Unit in cases where court ordered support is delinquent in an amount equal to the support due and payable for a one month period of time, the obligor may be required to appear in court and show cause why such payment was not paid. In the event the obligor fails to pay and appear as so ordered, a warrant shall be issued for his arrest.

...that this decree shall become final and operative, except for the purposes of review by appeal, at the time specified as follows: for the purpose of review by appeal, the decree shall be treated as a final Order as soon as it is rendered. If an appeal is instituted within 30 days after the date the decree is rendered, such decree does not become final until such proceedings are finally determined or the date of death of one of the parties to the dissolution, whichever occurs first, except for the purposes of appeal as prescribed in Sect. 42-372, for purposes of remarriage as prescribed in subsection 2 of this paragraph, and for purposes of continuation of health insurance coverage as prescribed in subsection 3 of this paragraph, the decree dissolving this marriage becomes final and operative 30 days after the decree is rendered, or on the date of death of one of the parties herein, whichever occurs first. If the decree becomes final and operative upon the date of death of one of the parties to this dissolution, the decree shall be treated as if it became final and operative the date it was rendered...

**CONTINUED**

**RECEIPT AND RELEASE** filed by Debra A. Levell, Plaintiff-Petitioner, on July 10, 2006, states: "I, Debra A. Levell, Plaintiff-Petitioner in the above captioned action in the District Court of Cass County, Nebraska at Plattsmouth, hereby release, discharge, forgive and exonerate Defendant – Respondent, Michael A. Levell, of and from all and every alimony and spousal support obligation created by temporary orders and by the Decree filed herein, now final and not appealed for good and valuable consideration in the amount of \$60,000.00, the receipt of which is hereby acknowledged and this Receipt and Release contemplates and is given for all past, present and future alimony and spousal support with the understanding that this Receipt and Release precludes and prohibits me from any application to seek alimony and spousal support in the future. This will be filed with the Clerk of this Court. Dated this 30 day of June, 2006."

**SATISFACTION** filed by Ryan K. Forrest, #21946, Berkshire & Burkmeister, 1010 South 120<sup>th</sup> Street, Suite #220, Omaha, NE 68154; 402-827-7000...states, "COMES NOW the law office of Berkshire & Burkmeister and hereby acknowledges full and complete payment and satisfaction of ONLY the attorney's fees in the amount of \$15,000.00 ordered to be paid by Michael Anthony Levell in the Decree of March 7, 2003, herein. Dated July 12, 2006."