

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

LINDA D. FREDRICK,)	Case ID CI08-2745
)	
Plaintiff,)	
)	
vs.)	DECREE
)	
JEFFREY J. FREDRICK,)	
)	
Defendant.)	

NOW on this 21st day of October, 2009, this cause came on to be heard upon the Complaint for dissolution of marriage filed by Linda D. Fredrick, Plaintiff herein and the Answer and Counter-Claim, filed by the Defendant, Jeffrey J. Fredrick. Plaintiff was present in Court in person and was represented by her counsel, Mark J. Krieger. Defendant was present in Court in person and was represented by his counsel, Paul E. Galter. Evidence was adduced by both parties on October 21, 2009 and the matter was continued until December 10, 2009, at which time additional evidence was adduced. The matter was further continued until December 29, 2009 for the submission of additional evidence and oral arguments. Additional evidence was received on December 29, 2009. Both parties rested and oral arguments were presented by counsel for both parties. The matter was submitted to the Court, and upon consideration thereof, the Court finds and decrees as follows:

1. This Court has jurisdiction over the parties and the subject matter of this action for the purpose of granting the relief requested in the pleadings.

LANCASTER COUNTY
 2010 JAN 29 AM 9 47
 CLERK OF THE
 DISTRICT COURT



✓
sk

2. Plaintiff and Defendant were married at Scottsbluff, Nebraska on March 23, 1992, and the parties are the parents of two children, Coltin M. Fredrick, born in 1993 and Calvin J. Fredrick, born in 1995. The Court finds that both parties are fit and proper persons to have the custody of the minor children and that legal custody of said children should be awarded jointly to Plaintiff and Defendant and Plaintiff should be awarded the physical custody of said minor children subject to reasonable parenting time with Defendant as set forth in the Parenting Plan of the parties.

3. The Court finds that the Parenting Plan received in evidence is in the best interests of the minor children of the parties and should be approved by the Court and ordered into effect and both parties should be ordered and directed to comply with the terms and conditions therein.

4. The Court finds that Plaintiff should be awarded the following property:
- A. All funds in checking and savings accounts and in certificates of deposits in the name of Plaintiff, only.
 - B. All household goods, furnishings and other personal property now in possession of Plaintiff in her home and in storage in Raymond, Nebraska, with the exception of the following items which shall be delivered to and set off to Defendant as his sole and separate property: riding lawnmower, tool box and tools, treadmill and pinball machine.
 - C. All ownership interests of the parties, or either of them, in S.I.S. Ventures, Inc., doing business as Legends Bar & Grill, including the facility assets, inventory and equipment as well as any accounts receivable, but subject to the mortgage debts and other debts owed in connection with such business including any real estate taxes for the year 2008 and thereafter.
 - D. All ownership interest of the parties, or either of them, in the property commonly known at 1700 West Raymond Road, together with the irregular tract adjacent thereto more specifically identified and described hereafter.
 - E. The 2003 Toyota 4-runner vehicle currently owned by J&J Off Road Motors, to be conveyed to Plaintiff. Any debt incurred by Plaintiff to purchase such vehicle shall be assumed and paid by Plaintiff.

- F. An undivided one-half interest in the investments commonly known as Mag Power Systems, Inc. and Clogix.
 - G. The tractor currently in possession of Plaintiff and located at 1700 West Raymond Road, Lincoln, Nebraska, together with the blade, a manure spreader and a flatbed trailer, now in possession of Defendant.
 - H. All life insurance policies, annuities, pensions, profit sharing plans, deferred compensation plans or other retirement plans now owned by or in the name of Plaintiff, only.
5. Defendant should have as his sole and separate property, free and clear of any

claim by Plaintiff the following:

- A. All funds in checking and savings accounts and in certificates of deposit in the name of Defendant only.
- B. All household goods, furnishings and other personal property now in possession of Defendant at 14700 Country Lane, Lincoln, Nebraska or in Defendant's current home at 1343 Pelican Bay, Lincoln, Nebraska, together with the riding lawnmower, tool box and tools, treadmill and pinball machine now in possession of Plaintiff, but except a blade, a manure spreader and flatbed trailer which should be the property of Plaintiff.
- C. All ownership interest of the parties, or either of them, in the property commonly known as 301 South 70th Street, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by Defendant.
- D. All ownership interest of the parties, or either of them, in the property commonly known as 832 North 27th Street, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by Defendant.
- E. All ownership interest of the parties, or either of them, in the property commonly known as 2029 "O" Street, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by Defendant.
- F. All ownership interest of the parties, or either of them, in the property commonly known as 3830 North 27th Street, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by

Defendant.

- G. All ownership interest of the parties, or either of them, in the property commonly known as 1600 "C" Street, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by Defendant.
- H. All ownership interest of the parties, or either of them, in the property commonly known as 3225 South 13th Street, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by Defendant.
- I. All ownership interest of the parties, or either of them, in the property commonly known as 2050-2110 Cornhusker Highway, Lincoln, Nebraska, more particularly described hereafter but subject to any indebtedness against such real estate to be assumed by Defendant.
- J. All ownership interest of the parties, or either of them, in the limited liability company known as PMK Land, LLC which has an ownership interest in 1320 "O" Street, Lincoln, Nebraska as more particularly described hereafter.
- K. All ownership interest of the parties, or either of them in PMK JV, LLC an investment that has a leasehold interest in the property commonly known as 1320 "O" Street, Lincoln, Nebraska.
- L. An undivided one-half interest in the investments commonly known as Mag Power Systems, Inc. and Clogix.
- M. All ownership interest of the parties, or either of them, in J&J Off Road Motors, Inc., but subject to all liens, debts and encumbrances owing in connection with said corporation all of which shall be assumed and paid by Defendant; provided, however, that the 2003 Toyota 4-runner now owned by said corporation shall be conveyed to Plaintiff.
- N. All ownership interest of the parties, or either of them, in the business commonly known as "Woody's Pub".
- O. All horses, or partial interests therein now owned by the parties including both quarter horses and thoroughbreds.
- P. The two stock trailers and the Salem 5th wheel and all farm equipment owned by the parties, or either of them, except the tractor allocated to Plaintiff herein.
- Q. All life insurance policies, annuities, pensions, profit sharing plans, deferred

compensation plans or other retirement plans now owned by or in the name of Plaintiff, only.

6. Plaintiff should assume, pay and be individually liable for the credit card debts in her name including but not limited to Chase credit card, #4408; Bank of America; #2875; Bank of America, #7308; and Citicard, #7920. Defendant should assume, pay and be individually liable for the credit card debts owed by Defendant including but not limited to Discover card; Citicard, #8499; together with debts to First State Bank, the Internal Revenue Service for 2006 income taxes, the Nebraska Department of Revenue for 2006 taxes, Hastings State Bank, Alltel, Citibank & Trust, and Lincoln Federal Savings & Loan Association. Each party should assume, pay and be individually liable for the debts separately incurred by such party from and after the date of the filing of the Complaint herein, and each party should indemnify and hold the other harmless from any liability in connection with the debts to be assumed and paid by such party pursuant to this Decree.

7. The Court finds that the parties intends to file joint state and federal income tax returns for the calendar years 2007 and 2008 and each party should be responsible for one-half of the cost of preparation together with one-half of all state and federal income taxes owing for those years.

8. The Court finds there are liens against the home commonly known as 1700 West Raymond Road, and the adjoining property, all of which are awarded to Plaintiff herein, involving debts against properties awarded to Defendant. Defendant should cause such liens and encumbrances to be removed from such property not later than June 1, 2010 to the extent that Plaintiff should be responsible only for the first mortgage debt against such real estate in favor of Lincoln Federal Savings & Loan Association. The Court also finds that Defendant shall be

responsible for any arrearages owing on the indebtedness against such real estate as of December 31, 2009, including principal, interest or late payment penalties and such arrearages shall be brought up to date not later than March 1, 2009 so that the approximate indebtedness against such real estate as of December 31, 2009, is \$271,096.00.

9. The Court finds that in order to equalize the marital estate, Defendant should pay to Plaintiff the sum of \$975,000.00, together with interest thereon at the judgment rate of 2.19% per annum, to be paid as follows:

- A. \$75,000.00 plus accrued interest on July 1, 2010; and,
- B. \$150,000.00 plus accrued interest on January 10, 2011; and,
- C. \$150,000.00 plus accrued interest on July 10, 2011; and,
- D. \$150,000.00 plus accrued interest on January 10, 2012; and,
- E. \$150,000.00 plus accrued interest on July 10, 2012; and,
- F. \$150,000.00 plus accrued interest on January 10, 2013; and,
- G. \$150,000.00 plus accrued interest on July 10, 2013.

Should any installment owing by Defendant be delinquent for a period of 90 days, then the maturity date for the remaining balance owing shall be accelerated to the extent that the entire balance owing to Plaintiff from Defendant pursuant to this paragraph should immediately become due and payable. In addition, in the event Defendant sells the property commonly known as 301 South 70th Street, Lincoln, Nebraska then the entire balance owing pursuant to this paragraph should immediately become due and payable by Defendant. The Court further finds that the amount owing to Plaintiff by Defendant is in accordance with the schedule of marital assets and debts, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this

reference.

10. The Court finds that each party should pay his or her own costs, deposition costs, attorney's fees, or other costs of litigation.

11. The Court finds that the temporary order herein for child support and alimony should be terminated effective December 31, 2009.

12. The Court finds that neither party should pay alimony to or receive alimony from the other.

13. The Court finds that Defendant should pay into the Nebraska Child Support Payment Center, for disbursement to Plaintiff, child support in the sum of \$1,367.00 per month while paying child support for two children, and child support in the sum of \$983.00 per month while paying child support for one child; that Defendant's obligation to pay child support in such amount shall commence on the 1st day of January, 2010 and shall continue for each child until each child marries, dies, enters the military service, becomes of legal age, is emancipated, or until the further order of the Court.

14. The Court finds that Defendant should continue to maintain medical insurance coverage on the minor children of the parties and Defendant should also maintain the existing or comparable medical insurance coverage on Plaintiff for a period of six months following the entry of a Decree dissolving the marriage between the parties..

15. The Court finds that Plaintiff should pay the first \$480.00 of uninsured medical, dental, orthodontic, eye care, prescription drug and other similar expenses incurred by or on behalf of the minor children of the parties for each child each year and that each party should pay one-half of all such expenses in excess of \$480.00 per year per child.

16. The Court finds that Plaintiff is in possession of a cement horse and an antique record player both of which were removed from the home of the parties; that both of such items of property should be returned to the home, forthwith, and the cement horse should be installed in the manner in which it was previously installed on the premises.

17. The Court finds that in an exhibit submitted to the Court, the Plaintiff has claimed that Defendant should be credited with the following assets: proceeds from a Todd Stinson bailer in the sum of \$6,000.00, proceeds of horse sale in the sum of \$12,288.00, and sale proceeds of West Raymond Road in the sum of \$115,685.00. The Court finds that the proceeds from the Todd Stinson bailer were received while the parties were together and the proceeds deposited in a marital account and used for marital purposes. The Court finds that Defendant did not receive any proceeds from the horse sale as alleged by Plaintiff, and the Court finds that the loss of sale proceeds of the property sold on West Raymond Road were partially caused by factors beyond the control of Defendant, but that Defendant should be responsible for \$50,000.00 of such loss which should be included as part of the marital estate to be divided.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the marriage between the parties be, and the same hereby is, dissolved; that Plaintiff and Defendant are hereby awarded the joint legal custody of the two minor children of the parties and Plaintiff is hereby awarded the physical custody of said minor children subject to Defendant's parenting rights as set forth in the Parenting Plan of the parties; that the Parenting Plan of the parties, received in evidence as an exhibit, is hereby approved by the Court and ordered into effect and both Plaintiff and Defendant are ordered and directed to comply with the terms and conditions therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff

be and she hereby is awarded the following property free and clear of any claim by Defendant:

- A. All funds in checking and savings accounts and in certificates of deposit in the name of Plaintiff only.
- B. All household goods, furnishings and other personal property now in possession of Plaintiff including property in possession of Plaintiff in her home together with property currently in storage in Raymond, Nebraska, with the exception of a riding lawnmower and a tool box with tools included therein, treadmill and pinball machine, to be set off to Defendant as his sole and separate property.
- C. The 2003 Toyota 4-runner now in possession of Plaintiff. Such vehicle shall be conveyed to Plaintiff by J&J Off Road Motors, Inc. Any debt incurred by Plaintiff to purchase such vehicle shall be the sole responsibility of Plaintiff.
- D. All ownership interests of the parties, or either of them, in S.I.S. Ventures, Inc., doing business as Legends Bar & Grill, including the facility assets, inventory and equipment as well as any accounts receivable; provided, however, that Plaintiff shall be individually liable for the mortgage debt and other debts owed in connection with such business including any real estate taxes for the tax year 2008 and thereafter.
- E. An undivided one-half interest in the investments known as Mag Power Systems, Inc. and Clogix.
- F. The tractor currently in possession of Plaintiff and located at 1700 West Raymond Road, Lincoln, Nebraska, together with the blade, manure spreader and flatbed trailer, now in possession of Defendant.
- G. All ownership interest of the parties, or either of them, in the real estate commonly known at 1700 West Raymond Road, Raymond, Nebraska, and legally described as follows, to-wit:

Lot 4, irregular tract located in the Southeast Quarter of Section 33, Township 12, North, Range 6 east of the 6th P.M., Lancaster County, Nebraska

but subject to the existing first mortgage debt against such real estate in favor of Lincoln Federal Savings & Loan Association of Lincoln, Nebraska. The other liens against such property created by a cross-collateralization in connection with other properties shall be removed as liens against such property by Defendant on or before June 1, 2010.

- H. All life insurance policies, annuities, pensions, profit sharing plans, deferred compensation plans or other retirement plans now owned by or in the name of Plaintiff, only.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that

Defendant shall have as his sole and separate property, free and clear of any claim by Plaintiff, the following:

- A. All funds in checking and savings accounts and in certificates of deposit in the name of Defendant only, together with any checking or savings accounts maintained by Defendant in connection with any of the real estate investments awarded to Defendant as set forth hereafter.
- B. All household goods, furnishings and other personal property now in possession of Defendant at 14700 Country Lane, Lincoln, Nebraska and 1343 Pelican Bay, Lincoln, Nebraska, together with the riding lawnmower and the tool box with tools included therein, treadmill and pinball machine now in possession of Plaintiff, but except a blade, a manure spreader and flatbed trailer which shall be the property of Plaintiff.
- C. All stock and all assets of J&J Off Road Motors, Inc., with the exception of the 2003 Toyota 4-runner to be conveyed to Plaintiff.
- D. The two stock trailers and the Salem 5th wheel and all farm equipment owned by the parties, with the exception of the tractor awarded to Plaintiff herein, but subject to the liens, debts and encumbrances against such machinery and equipment, all of which shall be assumed and paid by Defendant.
- E. All horses owned by the parties, or either of them, including fractional ownership interests, including both quarter horses and thoroughbreds, but subject to the debts incurred in connection with such horses, all of which shall be assumed and paid by Defendant.
- F. All ownership interest of the parties, or either of them, in the real estate commonly known as 301 South 70th Street, Lincoln, Nebraska, and legally described as follows, to-wit:

Lots 1 and 2, Block 1, York's Subdivision, Lincoln, Lancaster County, Nebraska

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- D. All ownership interest of the parties, or either of them, in the real estate commonly known as 832 North 27th Street, Lincoln, Nebraska, and legally described as follows, to-wit:

Parcel 1. Lots 14 and 15, Block 1, Orchard Subdivision, Lincoln, Lancaster County, Nebraska;

Parcel 2. Lot 15, Block 2, East Park Addition, Lincoln, Lancaster County, Nebraska, except that part more particularly described as follows: Beginning at the southwest corner of said Lot 15, located 33.0 feet east of the center line of 27th Street and 25.0 feet north of the centerline of Starr Street and proceeding northerly along the west line of said Lot 15, said east line located 33.0 feet east of and parallel to the centerline of 27th Street, a distance of 133.21 feet to the northwest corner of said Lot 15; thence easterly along a north line of said Lot 15 a distance of 13.89 feet; thence, southwesterly along the line that deflects 161 degrees 46 minutes right from said north line a distance of 9.39 feet; thence southerly along a line that lies 38.00 feet east of and parallel to the centerline of 27th Street a distance of 107.56 feet to a point of tangency with a circular curve; thence southeasterly along the arc of said circular curve, bearing to the left, whose central angle is 52 degrees 33 minutes and whose radius is 28.50 feet a distance of 26.14 feet to the intersection with the south line of said Lot 15; thence westerly along the south line of said Lot 15 a distance of 16.17 feet to the point of beginning;

Parcel 3. Lots 16 and 17, Block 2, East Park Addition, Lincoln, Lancaster County, Nebraska;

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- E. All ownership interest of the parties, or either of them, in the real estate commonly known as 2029 "O" Street, Lincoln, Nebraska, and legally described as follows, to-wit:

Lots 9 and 10, Block 2, Spencers Addition, Lincoln, Lancaster County, Nebraska

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- F. All ownership interest of the parties, or either of them, in the real estate commonly known as 3830 North 27th Street, Lincoln, Nebraska, and legally described as follows, to-wit:

The North ½ of Lot 2, Lincoln Industrial Addition, Lincoln, Lancaster County, Nebraska, except that part conveyed to the City of Lincoln for street and more

particularly described as follows:

A portion of Lot 2, Lincoln Industrial Addition, located in the Northwest $\frac{1}{4}$ of Section 7, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Lot 2, said point located 40.0 feet East of the West line of said NW $\frac{1}{4}$; thence East along the North line of said Lot 2 a distance of 4.22 feet; thence South along a line which deflects 89° 05' 14" right a distance of 100.02 feet; thence West along a line which deflects 90° 54' 46" right a distance of 5.81 feet to the West line of said Lot 2; thence North along the West line of said Lot 2; thence North along the West line of said Lot 2 a distance of 100.0 feet to the Point of beginning,

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- G. All ownership interest of the parties, or either of them, in the real estate commonly known as 1600 "C" Street, Lincoln, Nebraska, and legally described as follows, to-wit:

The South 50 feet of Lot 7, Block 213, Original Lincoln, Lincoln, Lancaster County, Nebraska,

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- H. All ownership interest of the parties, or either of them, in the real estate commonly known as 3225 South 13th Street, Lincoln, Nebraska, and legally described as follows, to-wit:

Irregular Tract 73, in the Northeast $\frac{1}{4}$ of Section 2, Township 9 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska; and

Lots 1, 2, 3, 4 and 5 of Blocks 2 and 3, inclusive, except for the South 5 feet of Lot 5, Block 3, and except that portion conveyed to the City of Lincoln in a Deed dated the 26th day of February, 1979, all in W.H. Green's Subdivision of Lots 37 and 45 in the Northeast $\frac{1}{4}$ of Section 2, Township 9 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, together with vacated Cave Street,

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- I. All ownership interest of the parties, or either of them, in the real estate

commonly known as 2050-2110 Cornhusker Highway, Lincoln, Nebraska, and legally described as follows, to-wit:

Lots 42, 45, 56, 75, 76 and 77, Irregular Tracts located in the Southeast ¼ of Section 12, Township 10 North, Range 6th East of the 6th P.M., Lincoln, Lancaster County, Nebraska

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- J. All ownership interest of the parties, or either of them, in the real estate commonly known as 14700 Country Lane, Lincoln, Lancaster County, Nebraska, and legally described as follows, to-wit:

Lot 11, Irregular Tracts in the Northwest ¼ of Section 4, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

but subject to the existing liens, debts and encumbrances against such real estate, all of which shall be assumed and paid by Defendant.

- K. All ownership interest of the parties, or either of them in PMK Land, LLC, a limited liability company which owns Lot 1, University Square Addition to Lincoln, Lancaster County, Nebraska, commonly known as 1320 "O" Street, Lincoln, Nebraska.
- L. All ownership interest of the parties, or either of them in PMK JV, LLC, a limited liability company which owns the leasehold interest in the property commonly known as 1320 "O" Street, Lincoln, Nebraska.
- M. All ownership interest of the parties, or either of them, in Woody's Pub including the facility assets, inventory and equipment as well as any accounts receivable, but subject to any indebtedness against such real estate which will be assumed and paid by the limited liability company.
- N. All life insurance policies, annuities, pensions, profit sharing plans, deferred compensation plans or other retirement plans now owned by or in the name of Plaintiff, only.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court, that in order to equalize the marital estate, Defendant shall pay to Plaintiff the sum of \$975,000.00, together with interest thereon at the current judgment rate of 2.1⁸³~~10~~% as follows:

- A. \$75,000.00 plus accrued interest on July 1, 2010; and,
- B. \$150,000.00 plus accrued interest on January 10, 2011; and,
- C. \$150,000.00 plus accrued interest on July 10, 2011; and,
- D. \$150,000.00 plus accrued interest on January 10, 2012; and,
- E. \$150,000.00 plus accrued interest on July 10, 2012; and,
- F. \$150,000.00 plus accrued interest on January 10, 2013; and,
- G. \$150,000.00 plus accrued interest on July 10, 2013.

In the event any installment is due and delinquent for 90 days, or more, then Plaintiff shall have the right to accelerate payment of all remaining amounts owing and declare the entire balance to be due and payable, forthwith. In the event of the sale of the property awarded to Defendant, and commonly known as 301 South 70th Street, Lincoln, Nebraska is sold prior to the payment in full of all amounts owing to Plaintiff by Defendant pursuant to this paragraph, then the full balance then owing pursuant to this paragraph, including accrued interest, shall be paid in full out of the proceeds of the sale of such real estate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff shall assume, pay and be individually liable for the credit card debts in her name including but not limited to Chase credit card, #4408; Bank of America; #2875; Bank of America, #7308; and Citicard, #7920. Defendant shall assume, pay and be individually liable for the credit card debts owed by Defendant including but not limited to Discover card; Citicard, #8499; together with debts to First State Bank, the Internal Revenue Service for 2006 income taxes, the Nebraska Department of Revenue for 2006 taxes, Hastings State Bank, Alltel, Citibank & Trust, and Lincoln Federal Savings & Loan Association. Each party shall assume, pay and be individually

liable for the debts separately incurred by such party from and after the date of the filing of the Complaint herein, and each party should indemnify and hold the other harmless from any liability in connection with the debts to be assumed and paid by such party pursuant to this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Defendant's obligation to pay temporary alimony and child support is hereby terminated effective December 31, 2009 and, further, Defendant shall pay into the Nebraska Child Support Payment Center, P O Box 82600, Lincoln, NE 68501, for disbursement to Plaintiff child support in the sum of \$1,367.00 per month while paying child support for two children and child support in the sum of \$983.00 per month while paying child support for one child, such child support to commence on January 1, 2010, and to continue for each child on the first day of each month thereafter until each child marries, dies, enters the military service, becomes of legal age, is emancipated, or until the further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Defendant shall maintain the existing or comparable medical insurance coverage on the minor children of the parties and Defendant shall also maintain the existing or comparable medical insurance coverage on Plaintiff for a period of six months following the entry of a Decree dissolving the marriage between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that each year, Plaintiff shall pay the first \$480.00 of uninsured medical, dental, eye care, orthodontic, prescription drug and other similar expenses incurred by or on behalf of each of the minor children of the parties and each party shall be responsible for one-half of all such amounts incurred in excess of \$480.00 per child per year.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that each party shall pay his or her own court costs, deposition costs, attorney's fees or other expenses of litigation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Parenting Plan received in evidence is hereby approved by the Court and ordered into effect and both parties are hereby ordered and directed to comply with the terms and conditions therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties shall file joint state and federal income tax returns for the calendar years 2007 and 2008 and each party shall be responsible for one-half of the cost of preparation of such tax returns together with one-half of all state and federal income taxes owing, including penalties and interest, if any, for those years.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that in the event Plaintiff or Defendant fails to pay any such support payments, as such failure is certified to the Court each month by the Clerk of the District Court 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, he or she shall be subject to income withholding and may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event Plaintiff or Defendant fails to pay and appear as so ordered, a warrant shall be issued for his or her arrest. Delinquent support payments shall accrue interest at the judgment rate of 2.1⁸³%. If the Plaintiff is receiving services under Title IV-D of the Social Security Act, as amended, the Defendant's employer may be ordered to withhold income and pay the same directly to the Clerk of the District Court as required pursuant to §43-1718.01.

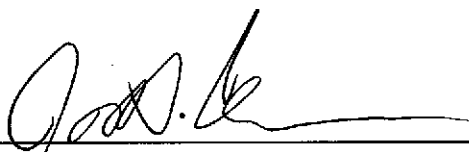
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties to this action ordered to pay a judgment as part of the dissolution proceedings are hereby required to furnish to the Clerk of the District Court of Lancaster County, Nebraska, his or her address, telephone number and social security number, the name of his or her employer, whether or not such person has access to employer-related health insurance coverage and, if so, the health insurance policy information, and any other information the Court shall deem relevant until such judgment shall be paid in full. The parties are also required to advise the Clerk of any changes in such information between the time of entry of the Decree and the payment of the judgment in full. Failure to comply with the provisions of this section shall be punishable by contempt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that except for the purpose of appeal, this Decree shall not become final and effective until after the expiration of thirty (30) days from the date of the entry hereof, or upon the date of the death of one of the parties to this action, whichever first occurs; provided, however, that neither party shall remarry until after the expiration of six months from the date of the entry of this Decree, or the death of one of the parties hereto, whichever first occurs.

To the extent there is any conflict between this Decree and any attachment or other document incorporated herein by reference, the language of this Decree shall supersede and control.

DATED at Lincoln, Nebraska this 28th day of January, 2010.

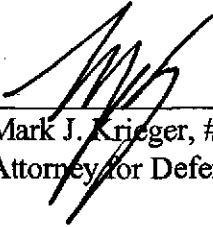
BY THE COURT:



District Judge JOHN A. COLBORN

Prepared by:
Paul E. Galter, #11426
BUTLER, GALTER, O'BRIEN & BOEHM
811 South 13th Street
Lincoln, NE 68508
(402) 475-0811
Attorney for Plaintiff

Approved as to form:



Mark J. Krieger, #18348
Attorney for Defendant

Footnotes	MARITAL ASSETS	PLAINTIFF	DEFENDANT
#1	301 S. 70 th Street		\$2,530,000
#3	1700 W. Raymond Rd.	\$375,000	
#5	1600 C Street		\$155,000
#7	832 N. 27 th Street		375,000
#9	2029 O Street		160,000
#11	3225 S. 13 th Street		\$1,525,000
#13	1320 O Street		\$275,000
#13	1320 O Street Land		\$185,000
#15	3830 N. 27 th Street		\$475,000
#17	2050-2110 Cornhusker		\$490,000
#19	Legends Bar & Grill	\$425,000	
#21	14700 Country Lane		\$425,000
#23	J&J Off Road Motors		\$30,000
#25	Woody's Pub		\$45,000
#26	Mag Power Systems Inc.	50%	50%
#27	EC Logix, Inc	50%	50%
#29	Mass Mutual Life Insurance Policy	273	9,333
#44	2 Stock trailers and Salem 5 th Wheel		\$27,000
#28	Motorcycles		\$10,000
#36	Farm Equipment	\$8,500	\$8,171
#78	Sale Proceeds of W Raymond Rd.		\$50,000

EXHIBIT "A"

		808,773	6,774,504
	*****	*****	*****
	MARITAL DEBT	PLAINTIFF	DEFENDANT
#2	Mortgage on 301 S. 70 th		\$1,489,784
#4	Mortgage on W. Raymond R.	\$271,096	
#6	Mortgage on C Street		\$130,673
#8	Mortgage on 832 N. 27 th St.		\$198,381
#10	Mortgage on 2029 O St.		\$88,609
#12	Mortgage on S. 13 th St.		\$1,241,823
#14	Mortgage on 1330 O St.		\$126,000.00
#14	Mortgage on 1330 O St. land		\$94,000.00
#16	Mortgage on 3830 N. 27 th St.		\$380,361
#18	Mortgage on Cornhusker		\$205,961
#20	Legends Bar & Grill	\$258,262	
#22	Mortgage on 14700 Country Lane		\$196,000
#30	Citicard #8499		\$15,580
#31	Discover		\$6,232
#44	First State Bank- Trailers		26,255
	Nebraska Dept. of Revenue		\$3,500.00
#33	IRS (2006)		5,135

#66	Premarital Credit @ C St.		34,000
#42	Altell Bill		1,075
#43	Hastings State Bank		15,000
#24	J & J Offroad Mtrs		46,415
#37	City Bank & Trust		16,671
	Lincoln Federal Deficiency @ CI090- 1299		20,000
#38	Chase Credit Card #4408	11,499	
#39	Bank of America #2875	12,128	
#40	Bank of America #7308	8,673	
#41	Citicard #7920	8,121	
	Premarital Credit		252,000
	TOTAL MARITAL DEBT	569,779	4,593,455
	NET MARITAL ESTATE	238,994	2,181,049

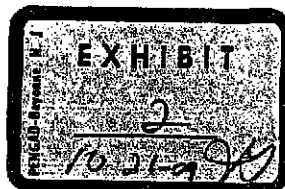
$\$2,181,049 - \$238,994 = 1,942,055 \div 2 = \$971,027.50$

CHILD SUPPORT CALCULATOR
 Basic Custody Calculation
 Case: Fredrick Date: 08/05/2008
 Exemptions: Mother (2) Father (2)
 Two Children

	Mother	Father
Total Monthly Income (Taxable)	\$7,336.00	\$9,149.00
Total Monthly Income (Non Taxable)	\$0.00	\$0.00
Deductions		
Federal Income Tax	\$1,110.04	\$1,769.41
State Income Tax	\$340.06	\$512.57
FICA Tax	\$561.20	\$659.66
<hr/>		
Total Tax Deductions	\$2,011.31	\$2,941.64
Retirement	\$0.00	\$0.00
Child Support Previously Ordered	\$0.00	\$0.00
Regular Support for other children	\$0.00	\$0.00
<hr/>		
Total Of Other Deductions	\$0.00	\$0.00
<hr/>		
Total Deductions	\$2,011.31	\$2,941.64
Child Tax Credit	\$0.00	\$0.00
Monthly Net Income	\$5,324.69	\$6,207.36
Combined Monthly Net Income	\$11,532.06	
Combined Annual Net Income	\$138,384.67	
Percent contribution of each parent:	46.17%	53.83%
Monthly support (Table 1)	\$2,540.00	
Children Health Insurance premium	\$0.00	\$0.00
Total Obligation	\$2,540.00	
Each Parent's Monthly Share	\$1,172.79	\$1,367.21
Credit for Health Insurance premium	\$0.00	\$0.00
Final Share of Obligation	\$1,172.79	\$1,367.21
	=====	=====

Number of Children Calculation

Number of Children	Table Amount	Mothers's Monthly Obligation	Father's Monthly Obligation	Mothers's Final Obligation	Father's final Obligation
<hr/>					
Two	\$2,540.00	\$1,172.79	\$1,367.21	\$1,172.79	\$1,367.21
One	\$1,828.00	\$844.04	\$983.96	\$844.04	\$983.96



IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

LINDA D. CORR, formerly)	Case ID CI 08-2745
LINDA D. FREDRICK,)	
)	
Plaintiff,)	
)	
vs.)	SATISFACTION OF
)	JUDGMENT
JEFFREY J. FREDRICK,)	
)	
Defendant.)	
)	
)	

COMES NOW Linda D. Corr, formerly Linda D. Fredrick, Plaintiff herein, and she hereby fully and completely satisfies and releases all judgments and amounts owed to Plaintiff by Defendant, Jeffrey J. Fredrick, pursuant to the Decree entered herein on January 30, 2010, and specifically the undersigned satisfies the judgment directing Defendant to pay Plaintiff \$975,000.00 plus interest. .

Dated at Lincoln, Nebraska this 27 day of February, 2015.

Linda D. Corr

 LINDA D. CORR, formerly
 LINDA D. FREDRICK, Plaintiff

LANCASTER COUNTY
 2015 MAR 2 PM 12 28
 CLERK OF THE
 DISTRICT COURT



001506144D02

sk

sk
 Rec # 9094046

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The following Receipt and Release was acknowledged before me by Linda D. Corr,
formerly Linda D. Fredrick, this 27th day of February, 2015.



David K. Oseka
Notary Public