

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

SAMUEL MURANTE, SR.,

Plaintiff,

vs.

GLORIA A. MURANTE,

Defendant.

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DECREE OF DISSOLUTION
OF MARRIAGE

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DISTRICT COURT

THIS MATTER came before the Court on the 7th day of April, 2011, for the entry of a consent Decree before the Honorable Gary B. Randall of the District Court of Douglas County, Nebraska, Plaintiff appeared personally with his attorney, David J. Lanphier of Broom, Clarkson, Lanphier & Yamamoto, 1722 St. Mary's Avenue, Suite 310, Omaha, Nebraska 68102. Defendant was present and represented herself Pro Se. It appearing that both parties had entered into a Property Settlement Agreement dated April 6, 2011, the provisions of which are incorporated herein as fully set forth, and have had the opportunity to review and sign the Decree of Dissolution submitted to the Court herein. The Court was advised that the parties had reached an agreement on all issues pending before the Court and the Court having reviewed the terms of the Agreement and otherwise being fully advised in the premises, finds as follows:

I. JURISDICTION

The Court has full and complete jurisdiction over the subject matter and the parties to this legal proceeding. The parties were lawfully married on the 5th day July, 1969 in Omaha, Nebraska. The Plaintiff has been a resident of Douglas County, Nebraska, for more than one (1) year prior to his filing of the Complaint for Dissolution of Marriage with a bona fide intention of making this state his permanent home. The Complaint for Dissolution of Marriage was filed with the Court on the 27th day of January, 2011, and the Defendant entered an Appearance



herein. The Court finds, pursuant to Neb. Rev. Stat. 542-363 (Reissue 1998), that more than sixty (60) days have passed since the perfection of service of process upon the Defendant in accordance with Nebraska law. No other actions are pending for divorce, separation, or for dissolution of marriage either in this state or elsewhere, save and except the matter presently before the Court. Neither party is a member of the Armed Forces of the United States of America nor its allies nor has either party been ordered for induction therein at this time. All children born of this marriage are now adults, and Defendant is not otherwise pregnant at this time. Based upon the foregoing findings, IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:

II. DISSOLUTION

The marriage of the Plaintiff and the Defendant is irretrievably broken; reasonable efforts to reconcile have been made by the parties but said reconciliation efforts have failed; further efforts at reconciliation would be fruitless and the marriage shall be dissolved.

The Court has examined this Decree of Dissolution and the Property Settlement Agreement entered into by and between the parties and finds the same to be not unconscionable and each party shall be ordered and directed to carry out the terms of the Decree of Dissolution of Marriage and Property Settlement Agreement as entered by the Court. Pursuant to Neb. Rev. Stat. 542-366 (Reissue 1998), the parties have agreed that the terms of the Property Settlement Agreement may be enforced by all remedies available for the enforcement judgments, including contempt. If either party fails to carry out the terms of this Decree, this Decree shall operate as such a conveyance. The Court finds that the parties, during the course of their marriage have accumulated certain items of real and personal property and have incurred certain debts and obligations and that a fair and reasonable division of their property and the debts and obligations

have been made by the parties pursuant to this Decree of Dissolution of Marriage and Property Settlement Agreement.

III. ALIMONY/SPOUSAL SUPPORT

Neither party shall pay alimony/spousal support to the other. Both Plaintiff and Defendant acknowledge that if alimony/spousal support is not awarded by the Court at this time, it may not be awarded in this legal proceeding at a later date.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage of SAMUEL MURANTE, SR. and GLORIA A. MURANTE which marriage was entered into on the 5th day of July, 1969, in Omaha, Nebraska, is hereby dissolved; that this Decree shall become final and operative, except for purposes of review by appeal thirty (30) days after the Decree is rendered. The divorce shall become final thirty (30) days after entry of the Decree of Dissolution of Marriage provided that the dissolution of marriage is not an issue of appeal otherwise the dissolution of marriage shall not become final until a final Order has been entered therein. Neither Plaintiff nor Defendant may remarry anyone for a period of six (6) months following entry of the Decree of Dissolution of Marriage herein.

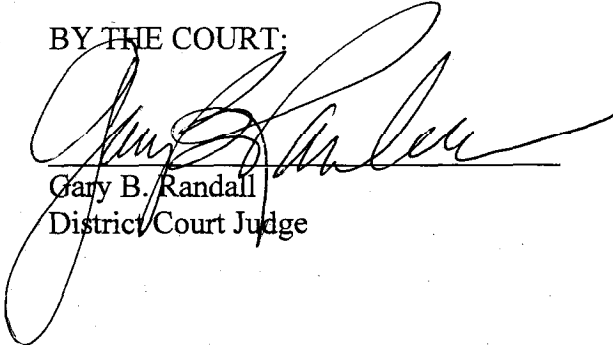
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Dissolution and Property Settlement Agreement which has been examined by the Court and found by the court to be fair and reasonable and not unconscionable is approved; the property, whether real, personal, or mixed described in the Property Settlement Agreements be awarded to the respective parties as set forth therein, and each of the parties is ordered and directed to carry out the items of this Decree of Dissolution of Marriage and Property Settlement Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event either Plaintiff or Defendant fail to abide by the terms of this Decree and Property Settlement

Agreement including any said obligations contained therein, said party may be required to appear in Court on a date to be determined by the Court.

DATED this 7th day of April, 2011.

BY THE COURT:




Gary B. Randall
District Court Judge

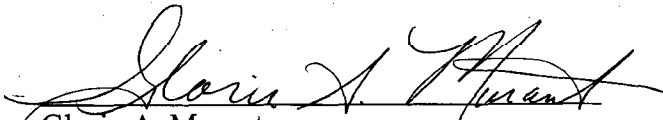
PREPARED AND SUBMITTED BY:

David J. Lanphier, #12392
BROOM, CLARKSON, LANPHIER
& YAMAMOTO
310 Flatiron Bldg.
1722 St. Mary's Ave.
Omaha NE 68102
Telephone: 402-346-8323
ATTORNEY FOR PLAINTIFF

APPROVED AS TO FORM AND CONTENT:



Samuel Murante, Sr.



Gloria A. Murante



MUTUAL OF OMAHA BANK, as successor
by merger to NEBRASKA STATE BANK OF
OMAHA,

Plaintiff,

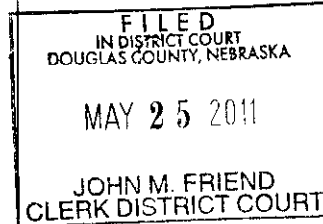
v.

SAM MURANTE, an individual,

Defendant.

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**MOTION FOR SUMMARY
JUDGMENT**



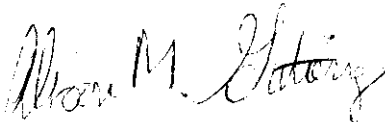
COMES NOW the Plaintiff, Mutual of Omaha Bank, as successor by merger to Nebraska State Bank of Omaha (“MOOB”), pursuant to NEB. REV. STAT. § 25-1330, and hereby moves the Court for an order granting summary judgment in its favor, and against Defendant Sam Murante, on the claim for relief set forth in Plaintiff’s Complaint.

In support of this Motion, MOOB submits that there is no genuine issue of material fact with regard to Plaintiff’s claim for breach of guaranty agreement and that MOOB is entitled to judgment as a matter of law. In further support of this Motion, MOOB intends to submit a brief and rely upon supporting affidavits, which it will serve no less than 10 days prior to the hearing in accordance with Neb. Rev. Stat. § 25-1332.

WHEREFORE, MOOB respectfully requests the Court grant its Motion for Summary Judgment and enter a judgment on its claim for relief against Sam Murante in the amount of \$3,292,839.33, plus accruing interest from and after January 1, 2011, and its costs and expenses of bringing this action and for such other and further relief as the Court deems proper.

Dated this 25th day of May, 2011.

MUTUAL OF OMAHA BANK, as successor by
merger to NEBRASKA STATE BANK OF
OMAHA, Plaintiff

By 

Jeffrey T. Wegner (#18265)
Alison M. Gutierrez (#24025)
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Telephone: (402) 346-6000
Facsimile: (402) 346-1148

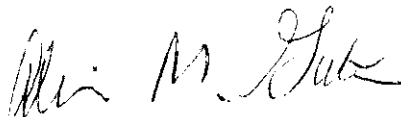
NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that the foregoing Motion for Summary Judgment will be heard in the District Court of Douglas County, Nebraska, 1701 Farnam Street, Omaha, Nebraska 68183, before The Honorable Gary B. Randall, in Courtroom Number 5, at 8:45 a.m. on July 21, 2011.

CERTIFICATE OF SERVICE

This certifies the undersigned attorney has caused service of the foregoing **MOTION FOR SUMMARY JUDGMENT** to be made pursuant to NEB. REV. STAT. § 25-534 (Reissue 1995) by mailing by ordinary first-class mail, postage prepaid, to the last-known address of the following attorneys representing parties to this action, on this 25th day of May, 2011:

Michael J. O'Bradovich
7701 Pacific Street, Suite 205
Omaha, NE 68114


Alison M. Gutierrez