

[Select Language](#)▼[All State Agencies](#) | [All State Services](#) |

## Nebraska Judicial Branch

### Case Summary

In the District Court of LANCASTER County  
The Case ID is CI 15 0002675  
Thomas Christmann v. Stacy Christmann  
The Honorable Susan Strong, presiding.  
REFEREE N  
Classification: Dissolution of Marriage  
Filed on 07/22/2015  
This case is Closed as of 01/12/2016  
It was disposed as Uncontested Default

### Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Thomas D Christmann 3745 Tebaldi Place Melbourne FL 32934	John W Ballew Jr 3800 VerMaas Place, Ste 101 Lincoln NE 68502 402-436-3030
Defendant ACTIVE Stacy L Christmann 4627 S 85th Ct Lincoln NE 68526	Jennifer D Joakim 308 West Third Street P.O.Box 234 Valparaiso NE 68065 402-784-2202

### Judgment Information

On 01/12/2016 judgment of Judgment (General) was entered.  
The judgment creditor is Stacy L Christmann  
The judgment debtor is Thomas D Christmann  
obligation of \$15,000.00 is One-Time from 01/12/2016 to 01/13/2016

### Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	07/22/2015	\$35.00
Plaintiff	Filing Fee - State	07/22/2015	\$5.00
Plaintiff	Automation Fee	07/22/2015	\$8.00
Plaintiff	NSC Education Fee	07/22/2015	\$1.00
Plaintiff	Dispute Resolution Fee	07/22/2015	\$0.75
Plaintiff	Indigent Defense Fee	07/22/2015	\$3.00
Plaintiff	Uniform Data Analysis Fee	07/22/2015	\$1.00
Plaintiff	Dissolution Fee	07/22/2015	\$25.00
Plaintiff	Parenting Act Fund	07/22/2015	\$50.00
Plaintiff	J.R.F.	07/22/2015	\$6.00
Plaintiff	Filing Fee-JRF	07/22/2015	\$2.00
Plaintiff	Legal Aid/Services Fund	07/22/2015	\$5.25
Plaintiff	Complete Record	07/22/2015	\$15.00

### Financial Activity

No trust money is held by the court  
No fee money is held by the court

### Payments Made to the Court

Receipt	Type	Date	For	Amount
9095695	Non-Monetary Rec	03/01/2016	Christmann, Thomas, D,	\$15,000.00
			Judgment (General)	\$15,000.00
636473	Check	07/22/2015	Christmann, Thomas, D,	\$157.00

Receipt	Type	Date	For	Amount
			Petition	\$35.00
			Filing Fee - State	\$5.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			Dissolution Fee	\$25.00
			Parenting Act Fund	\$50.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

## Register of Actions

04/18/2017 \*\*\*Shelter Number\*\*\*  
(11198599)

03/31/2016 Release of Lien by Either Party  
This action initiated by party Stacy L Christmann  
\$15,000 money jdgmnt  
Image ID 001622930D02

02/29/2016 Receipt  
This action initiated by party Stacy L Christmann  
for money judgment \$15,000 Rec #9095695  
Image ID 001608559D02

02/22/2016 HHS/BVS Divorce Certificate

01/19/2016 Confidential Document \*

01/15/2016 Notice Issued on John W Ballew Jr  
The document number is 00473771  
Notice of Judgment  
E-MAILED jballew@ballewcovalt.com  
Image ID D00473771D02

01/15/2016 Notice Issued on Jennifer D Joakim  
The document number is 00473770  
Notice of Judgment  
E-MAILED atyjdj@aol.com  
Image ID D00473770D02

01/12/2016 waiver  
Cert & waiver of hearing  
Image ID 001597553D02

01/12/2016 Property Settlement Agreement  
Exh 2  
Image ID 001597552D02

01/12/2016 Decree  
This action initiated by Susan Strong  
eNotice Certificate Attached  
Image ID 001597550D02

01/12/2016 Filing Not Otherwise Specified  
Exh 1 Address Information  
Image ID 001597551D02

09/28/2015 Cert-Service  
This action initiated by party Stacy L Christmann  
  
Image ID N15271KTID02

09/11/2015 Order  
This action initiated by Susan Strong  
instructions for sale of marital home & paying bills till sold eNotice Certificate Attached  
Image ID 001561690D02

09/11/2015 Temporary Order  
This action initiated by Susan Strong

house to be sold eNotice Certificate Attached  
Image ID 001561689D02

09/10/2015 Answer  
This action initiated by party Stacy L Christmann  
& counterclaim

Image ID N15253Y9QD02

09/03/2015 Motion-Reconsider  
This action initiated by party Thomas D Christmann  
002-for clarification & reconsideration-hearing 9-11-15/9:00/36  
Image ID N15246BOKD02

08/12/2015 Voluntary Appearance  
This action initiated by party Stacy L Christmann  
Image ID N152243N0D02

08/12/2015 Entry of Appearance  
This action initiated by party Stacy L Christmann  
of Jennifer D Joakim obo Def  
Image ID N152243MQD02

07/27/2015 Motion-Temp Order  
This action initiated by party Thomas D Christmann  
001- and NOH 08-21-15 at 9:00am in #36  
Image ID N15208KGQD02

07/22/2015 BVS Partial Certificate Provided

07/22/2015 Confidential Document \*

07/22/2015 Complaint-Dissolution of Marriage  
This action initiated by party Thomas D Christmann  
No prae for summons filed  
Image ID 001542699D02

## Judges Notes

08/21/2015  
08-21-2015 Strong Reporter  
Hrg on Filing #1. N Hazen for Pltf; J Joakim for Def. Affs submitted;  
Temp Order granted. Def to be out of home on/before 9/7/15. Parties

to attempt to sell home FSBO for 60 days; T Poppe to be appointed as receiver; Def to begin making car and phone payments 9/1/15; parties each responsible for 50% of mortgage payments from 6/1/15 forward. Pltf to revise and submit proposed Order.

09/11/2015

09-11-2015 Strong

Reporter

Hrg on Mot to Clarify. J Ballew for Pltf; J Joakim for Def. Temp Order & Order for Sale of Marital Home executed and filed.

01/12/2016

01-12-2016 Strong (LH)

Reporter

Certification and Waiver of hearing filed. Ex 1 and 2 filed.

Decree of Dissolution executed and filed. (DEFAULT)

5+

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

vs.

STACY L. CHRISTMANN,

Defendant.

Case No. CI 15 - 2675

**COMPLAINT FOR  
DISSOLUTION OF MARRIAGE  
(Equity)**

COMES NOW the Plaintiff and alleges:

1. Plaintiff is a resident of Melbourne, Brevard County, Florida, and resides at 3178 Arden Circle, Melbourne, FL 32934;
2. Defendant is a resident of Lincoln, Lancaster County, Nebraska, and resides at 8101 S. 35<sup>th</sup> Street, Lincoln, NE 68516;
3. Defendant has had actual residence in this state, with a bona fide intention of making it her permanent home more than one year prior to the filing date of this complaint.
4. Plaintiff and Defendant were married on November 11, 2010, in Lincoln, Lancaster County, Nebraska;
5. Plaintiff is represented by John W. Ballew, Jr. of BALLEW COVALT HAZEN, PC, LLO, Attorneys at Law;
6. No children have been born of their marriage;
7. Plaintiff is not now a party to any other pending action for divorce, separation, or dissolution of marriage;
8. The marriage between the parties is irretrievably broken and all efforts at reconciliation have failed;

LANCASTER COUNTY  
2015 JUL 22 PM 4 07  
CLERK OF THE  
DISTRICT COURT



001542699D02

5

9. That during the marriage, the parties have accumulated real and personal property as well as debts and liabilities which should be equitably divided between them;

10. Pursuant to NEB. REV. STAT. §25-2740(2), Plaintiff requests that this proceeding be heard by a District Court Judge.


WHEREFORE, Plaintiff prays for the following relief:

- a) That the marriage of the parties be dissolved;
- b) That all real and personal property and debts accumulated by the parties during the marriage be divided equitably between them;
- c) Such other relief as the Court may deem proper.

THOMAS D. CHRISTMANN, Plaintiff

BY: BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030

BY:

  
\_\_\_\_\_  
John W. Ballew, Jr., #15838  
Email: [jballew@ballewcovalt.com](mailto:jballew@ballewcovalt.com)

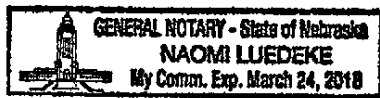


STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF LANCASTER       )

Thomas D. Christmann, being first duly sworn, deposes and says that he is the Plaintiff in the above-entitled action, has read the above and foregoing Complaint, knows the contents thereof, and the facts stated therein are true.

  
\_\_\_\_\_  
Thomas D. Christmann, Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME on this 20<sup>th</sup> day of July, 2015, by Thomas D. Christmann, an individual known unto me.



  
\_\_\_\_\_  
Notary Public

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

vs.

STACY L. CHRISTMANN,

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Case No. CI 15-2675

**MOTION FOR CLARIFICATION AND  
RECONSIDERATION AND  
NOTICE OF HEARING**

COMES NOW Thomas D. Christmann, Plaintiff in the above matter and, in support of this Motion for Clarification and Reconsideration alleges as follows:

1. On August 21, 2015, this matter came before the Court on Plaintiff's Motion for Temporary Orders;
2. At the time of hearing, counsel for Plaintiff understood that the Court ruled Plaintiff was allowed sixty (60) days to attempt to sell the parties' home FSBO. Counsel for Defendant now disputes this;
3. At the time of the hearing, the Court, without notice to either party or without an application being filed pursuant to *Neb. Rev. Stat. §25-1081 et. seq.* indicated that a Receiver would be appointed. Nebraska law does not allow the appointment of a Receiver without an application first being made and compliance with other specific requirements, including the posting of a bond.
4. Attached hereto is a proposed Temporary Order (Appendix 1), which Plaintiff suggests the Court consider entering which Plaintiff believes is in conformity with the Court's earlier ruling and which contemplates the appointment of a Receiver if disagreements arise but does so in a way that conforms with Nebraska statute.

WHEREFORE, following a notice and hearing, Plaintiff respectfully requests this Court clarify and amend its prior ruling concerning the sale of the parties' home and appointment of a Receiver.

THOMAS D. CHRISTMANN, Plaintiff

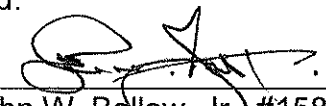
BY: BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030

BY:   
\_\_\_\_\_  
John W. Ballew, Jr., #15838

### NOTICE OF HEARING

TO: STACY L. CHRISTMANN, Defendant, and her attorney, Jennifer Joakim:

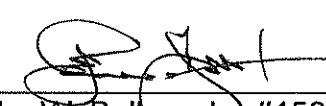
You are hereby notified that the hearing on the foregoing Motion for Clarification and Reconsideration has been scheduled for **Friday, September 11, 2015, at 9:00 a.m.**, before the Honorable Susan Strong, District Judge, District Courtroom No. 36, Third Floor, Justice and Law Enforcement Center, 575 South 10<sup>th</sup> Street, Lincoln, Nebraska, or as soon thereafter as counsel may be heard.

  
\_\_\_\_\_  
John W. Ballew, Jr., #15838

### CERTIFICATE OF SERVICE

I, John W. Ballew, Jr., hereby do certify that I am one of the attorneys of record for the Plaintiff and that on the 3<sup>rd</sup> day of September, 2015, I served a copy of the foregoing Motion for Clarification and Reconsideration and Notice of Hearing by regular United States mail, postage prepaid, upon the following:

Jennifer Joakim  
Attorney at Law  
P.O. Box 234  
Valparaiso, NE 68065

  
\_\_\_\_\_  
John W. Ballew, Jr., #15838

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN.

Plaintiff,

VS.

STACY L. CHRISTMANN,

Defendant.

Case No. CI 15-2675

# TEMPORARY ORDER

On the 21<sup>st</sup> day of August, 2015, the Motion for Temporary Orders came before the Court for hearing. Plaintiff was represented by Natalie S. Hazen. Stacy L. Christmann was represented by Jennifer Joakim.

The Court, having heard the arguments of counsel and having considered Affidavit evidence finds as follows:

1. The parties shall sell the home located at 8101 S. 35<sup>th</sup> Street, Lincoln, Nebraska, pursuant to the provisions of the Order for Sale of Marital Home attached hereto which is incorporated herein as if fully set forth (Attachment 1). Defendant shall vacate the premises on or before September 7, 2015. From that period of time parties' home shall be listed FSBO for a period of sixty (60) days.
2. Upon the occurrence of a disagreement over any of the terms concerning the listing and sale of the home which cannot be resolved, Plaintiff shall file an Application for Appointment of Receiver pursuant to the provisions of *Neb. Rev. Stat. §25-1081 et. seq.* The Court will thereafter schedule a hearing in order to comply with the provisions of *Neb. Rev. Stat. §25-1082*, the Court will appoint Terrance A. Poppe as a Receiver in this matter and the Court will set a bond and enter a Supplemental Order of Appointment pursuant to *Neb. Rev. Stat. §25-1087*.
3. The parties shall equally divide the home mortgage from June 1, 2015 through date of sale, but Plaintiff shall make the payment and be reimbursed in any final accounting. Plaintiff shall also make all payments for the utilities from and after

September 7, 2015, until date of sale provided he is in possession of the house. If neither party resides in the house and cannot agree on the payment of utilities pending sale, Plaintiff will pay all amounts of utilities when due and the issue of reimbursement shall be submitted to the Court for determination.

4. Car loan payments in the amount of \$989.79, utilities for July, August and September in the amount of \$945.89 and cell phone charges incurred by Defendant and her children for the months of June, July and August in the amount of \$946.53 shall be reimbursed to Plaintiff out of Defendant's share of the house sale proceeds.

IT IS ORDERED.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Honorable Susan Strong  
District Judge

PREPARED AND SUBMITTED BY:

John W. Ballew, Jr., #15838  
BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030  
Email: [jballew@ballewcovalt.com](mailto:jballew@ballewcovalt.com)

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

**VS.**

STACY L. CHRISTMANN,

Defendant.

Case No. CI

# ORDER FOR SALE OF MARITAL HOME

Pursuant to the Motion for Temporary Orders dated July 27, 2015, the Court finds as follows:

1. **REAL ESTATE:** The parties are the joint owners of real estate located at 8101 S 35<sup>th</sup> St., Lincoln, NE 68519 more particularly described as Pine Lake Heights South 7<sup>th</sup> Addition, Block 3, Lot 12;

2. **LISTING**: The home shall be listed For Sale By Owner (FSBO) as soon as Defendant vacates the home and sold at a price that shall be mutually agreeable to both parties, proposed at \$259,000. Plaintiff will assume all responsibilities for marketing, advertising and showing the home. If at any time the parties deem it necessary, the parties may mutually agree to adjust the price to expedite a sale. The parties, if mutually agreeable, can elect to retain a realtor if their FSBO efforts do not result in a sale within 60 days from date of first offering;

3. **OCCUPANCY**: Plaintiff shall have the exclusive right to occupy the property commencing September 7, 2015, and Defendant is excluded therefrom;

4. **RESPONSIBILITIES OF OCCUPANT:** For so long as he occupies the premises, occupant shall be solely responsible for:

- a. Payment of all utilities when due from and after September 7, 2015. Occupant shall timely pay all utilities and shall not allow a default to occur with respect to any utility payments required to be paid. In the event payment cannot be made on time, occupant shall provide notice to the other party so that alternative arrangements can be made to prevent a default. Immediate notification shall be given by

the responsible party to the other party in the event of any utility interruption;

- b. Keeping the home clean and presentable in accordance with the usual and customary practices of a realtor for all showings;
- c. Lawn maintenance, tree trimming, garbage or hauling to remove debris or unwanted property or contents, snow removal and underground sprinkler maintenance and repairs.
- d. Notification of the other party of any dangerous or hazardous conditions which arise on the property and take mutually agreed upon steps to arrange for repairs with a reputable and experienced contractor;
- e. Assuming responsibilities for showings of the property;

**5. ALLOCATION AND PAYMENT OF MORTGAGE, MAINTENANCE AND REPAIR COSTS:** Regardless of who occupies the residence, during the pendency of the listing of the home for sale, Plaintiff and Defendant shall each be responsible for 50% of the following costs associated with the home:

- a. Mortgage indebtedness from and after June 1, 2015;
- b. All realty taxes as they become due;
- c. All homeowners and multi-peril insurance premiums for the property;
- d. Repair and maintenance costs, including appliance repairs as agreed to by both parties;
- e. Costs required to place the home in a saleable condition, including house cleaning, painting or replacement of non-operational items, as agreed to by both parties.
- f. All utilities, lawn maintenance, tree trimming, garbage and other reoccurring costs associated with the home if neither of them are residing in the home.

If either party does not pay their 50% share of any of these costs, then an appropriate deduction shall be made at time of closing or upon order of the Court (whichever first occurs) requiring the party who has not paid to contribute their appropriate share;

6. **LIENS & JUDGMENTS**: Neither party shall incur any debt or do anything which results in the filing of any lien, encumbrance, or judgment against the property. Each shall indemnify the other for any such lien, encumbrance, or judgment which may arise against the property prior to its sale. If either party allows a lien, encumbrance, or judgment to arise against the property, then that party shall take immediate action in order to pay the judgment or lien in order to prevent any delay in closing a potential sale;

7. **DEDUCTIONS FOR TAX PURPOSES**: All tax deductions associated with the payment of the mortgage indebtedness and real estate taxes shall be allocated equally between the parties on their individual 2015 tax returns;

8. **DISTRIBUTION OF SALE PROCEEDS**: Upon sale, the parties shall deposit the net sale proceeds in an escrow account and if they are unable to agreeably divide the proceeds consistent with the Temporary Order entered in this matter, the matter will be submitted to the Court for determination.

9. **REFUNDS**: If any escrow refunds or refunds of unearned insurance premiums or tax refunds become available, each party shall be entitled to one-half of these amounts. Where necessary, both parties will sign the necessary checks, deposit them in a checking account belonging to one party and a check for reimbursement of one-half shall be made payable to the other party in a timely manner;

10. **INSURANCE**: If the property is damaged by any peril covered by any insurance policy, the parties agree to the following:

- a. Each party shall advance 50% of the amount of any applicable deductible, and those funds shall be proportionately allotted between all damaged items and areas;
- b. To the extent that insurance proceeds are payable by reason of damage and/or destruction of personal property, the parties shall mutually determine whether to apply those proceeds to repair or replace the property;
- c. In the event the insurance proceeds, funds and deductible are insufficient to fully repair and/or replace all covered damage to all covered property, each party shall pay 50% of the additional repair and/or replacement costs;



- d. In the event the insurance proceeds and funds paid on account of the deductible exceed the repair and/or replacement cost, each party shall be entitled to one-half of any surplus.

**11. TREATMENT OF GAINS:** Upon sale or other disposition of the property (including an involuntary conversion, "total loss" for insurance purposes, or similar occurrence), the parties shall equally divide any taxable capital gain or loss including any Section 1245 or 1250 recapture. The proceeds of a condemnation, involuntary conversion, or "total loss" shall be divided in the same manner as the sale proceeds as set forth in paragraph 11(c).

**12. EXPIRATION OF LISTING WITHOUT SALE:** In the event the parties are unable to sell the home within two (2) months of the FSBO listing, if mutually agreed by both parties, they shall employ a realtor who is mutually agreeable to both parties. The parties agree that whether sold FSBO or with the assistance of a realtor, the home shall continue to be listed for sale until sold.

**13. MEDIATION:** In the event of a dispute concerning any aspect of the sale of the parties' home, including but not limited to the listing price or any of the duties and obligations of the parties, the matter shall be referred to Paul Galter, Attorney at Law, for mediation and resolution. Any costs associated with mediation shall be apportioned equally between the parties.

IT IS ORDERED.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Honorable Susan Strong  
District Judge

## Certificate of Service

I hereby certify that on Thursday, September 03, 2015 I provided a true and correct copy of the Motion-Reconsider to the following:

Christmann, Stacy, L, represented by Jennifer D Joakim (Bar Number: 23297) service method: Electronic Service to atyjdj@aol.com

Christmann, Thomas, D, represented by Natalie Hazen (Bar Number: 23277) service method: Electronic Service to nhazen@ballewcovalt.com

Signature: /s/ John Ballew, Jr. (Bar Number: 15838)

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

CASE NUMBER CI 15-2675

THOMAS D. CHRISTMANN,	)	
Plaintiff	)	
	)	
vs.	)	ANSWER AND
	)	COUNTERCLAIM FOR
STACY L. CHRISTMANN,	)	DISSOLUTION
Defendant	)	

COMES NOW Defendant, Stacy L. Christmann and for her Answer to the Complaint for Dissolution filed herein by Plaintiff Thomas D. Christmann, hereby admits, denies, and alleges as follows:

1. Defendant admits the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10.
2. Defendant denies each and every other allegation contained in the Complaint for Dissolution which is not specifically admitted herein and which constitutes an admission against Plaintiff's interests.

THE DEFENDANT, THEREFORE, PRAYS that this matter will be heard by a Judge of the District Court of Lancaster County, Nebraska; for a Decree of Dissolution of the marriage of Thomas D. Christmann and Stacy L. Christmann; for an equitable division of the real and personal property acquired by the parties and of the debts incurred by the parties; and for other relief which the Court may deem just and equitable in the premises.

## COUNTERCLAIM FOR DISSOLUTION

COMES NOW Defendant, Stacy L. Christmann, and for her Counterclaim for Dissolution hereby alleges and states as follows:

3. Defendant incorporates by this reference Paragraphs 1 through 2 inclusive of his Answer above as though set forth verbatim.
4. Defendant is a resident of Lincoln, Lancaster County, Nebraska at all times relevant hereto. Plaintiff is a resident of Melbourne, Florida.
5. The Plaintiff and Defendant were married on November 11, 2010, in Lincoln, Lancaster, Nebraska.
6. The Defendant has had an actual residence in the State of Nebraska for more than one year prior to the filing of this Complaint.
7. Neither party has any other pending action for divorce, separation, nor dissolution of marriage.
8. Neither party is a member of the Armed Services of the United States of America, not of its Allies.
9. The parties have acquired real and personal property. The property should be equitably divided.
10. The parties have incurred certain debts. The debts should be equitably divided.
11. No children were born of this marriage, and the Defendant is not currently pregnant.
12. The marriage is irretrievably broken. Every reasonable effort to effect reconciliation has been attempted and those efforts have failed.
13. The Defendant is requesting the restoration of her former name.

14. This matter should be heard by a Judge of the District Court of Lancaster County, Nebraska.

THE DEFENDANT, THEREFORE, PRAYS that this matter will be heard by a Judge of the District Court of Lancaster County, Nebraska; for a Decree of Dissolution of the marriage of Thomas D. Christmann and Stacy L. Christmann; for an equitable division of the real and personal property acquired by the parties and of the debts incurred by the parties; for the restoration of the Defendant's former name, and for other relief which the Court may deem just and equitable in the premises.

STACY L. CHRISTMANN

BY: /s/ Jennifer D. Joakim

---

Jennifer D. Joakim #23297  
Attorney at Law  
308 West Third Street  
P.O. Box 234  
Valparaiso, NE 68065  
(402) 784-2202  
atyjdj@aol.com  
Attorney for Defendant

Dated September 10, 2015

# Certificate of Service

I hereby certify that on Friday, September 11, 2015 I provided a true and correct copy of the Answer to the following:

Christmann,Thomas,D, represented by Natalie Hazen (Bar Number: 23277) service method: Electronic Service to nhazen@ballewcovalt.com

Christmann,Thomas,D, represented by John Ballew, Jr. (Bar Number: 15838) service method: Electronic Service to jballew@ballewcovalt.com

Signature: /s/ Jennifer D Joakim (Bar Number: 23297)

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

vs.

STACY L. CHRISTMANN,

Defendant.

Case No. CI 15-2675

**TEMPORARY ORDER**

On the 21<sup>st</sup> day of August, 2015, the Motion for Temporary Orders came before the Court for hearing. Plaintiff was represented by Natalie S. Hazen. Stacy L. Christmann was represented by Jennifer Joakim.

The Court, having heard the arguments of counsel and having considered Affidavit evidence finds as follows:

1. The parties shall sell the home located at 8101 S. 35<sup>th</sup> Street, Lincoln, Nebraska, pursuant to the provisions of the Order for Sale of Marital Home attached hereto which is incorporated herein as if fully set forth (Attachment 1). Defendant shall vacate the premises on or before September 7, 2015. Plaintiff shall have a period of sixty (60) days to sell the home without a realtor (FSBO) from and after the entry of this Order.

2. Upon the occurrence of a disagreement over any of the terms concerning the listing and sale of the home which cannot be resolved, Plaintiff shall file an Application for Appointment of Receiver pursuant to the provisions of *Neb. Rev. Stat. §25-1081 et. seq.* The Court will thereafter schedule a hearing in order to comply with the provisions of *Neb. Rev. Stat. §25-1082*, the Court will appoint Terrance A. Poppe as a Receiver in this matter and the Court will set a bond and enter a Supplemental Order of Appointment pursuant to *Neb. Rev. Stat. §25-1087*.

3. The parties shall equally divide the home mortgage from June 1, 2015 through date of sale, but Plaintiff shall make the payment and be reimbursed in any final accounting. Plaintiff shall also make all payments for the utilities from and after

LANCASTER COUNTY

2015 SEP 11 AM 11:38

CLERK OF THE DISTRICT COURT



001561689D02

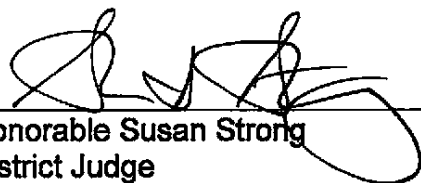
SK

September 7, 2015, until date of sale provided he is in possession of the house. If neither party resides in the house and cannot agree on the payment of utilities pending sale, Plaintiff will pay all amounts of utilities when due and the issue of reimbursement shall be submitted to the Court for determination.

4. Car loan payments in the amount of \$989.79, utilities for July, August and September in the amount of \$945.89 and cell phone charges incurred by Defendant and her children for the months of June, July and August in the amount of \$946.53 shall be reimbursed to Plaintiff out of Defendant's share of the house sale proceeds.

IT IS ORDERED.

DATED this 11<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Honorable Susan Strong  
District Judge

PREPARED AND SUBMITTED BY:

John W. Ballew, Jr., #15838  
BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030  
Email: [jballew@ballewcovalt.com](mailto:jballew@ballewcovalt.com)



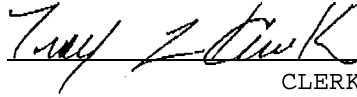
**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on September 14, 2015, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Jennifer D Joakim  
atyjdj@aol.com

John W Ballew Jr  
jballew@ballewcovalt.com

Date: September 14, 2015 BY THE COURT:

  
CLERK



CE 15-2675

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

vs.

STACY L. CHRISTMANN,

Defendant.

Case No. CI

**ORDER FOR SALE OF  
MARITAL HOME**

Pursuant to the Motion for Temporary Orders dated July 27, 2015, the Court finds as follows:

1. **REAL ESTATE**: The parties are the joint owners of real estate located at 8101 S 35<sup>th</sup> St., Lincoln, NE 68519 more particularly described as Pine Lake Heights South 7<sup>th</sup> Addition, Block 3, Lot 12;

2. **LISTING**: The home shall be listed For Sale By Owner (FSBO) as soon as Defendant vacates the home and sold at a price that shall be mutually agreeable to both parties, proposed at \$259,000. Plaintiff will assume all responsibilities for marketing, advertising and showing the home. If at any time the parties deem it necessary, the parties may mutually agree to adjust the price to expedite a sale. The parties, if mutually agreeable, can elect to retain a realtor if their FSBO efforts do not result in a sale within 60 days from date the Temporary Order is entered by the Court; Neither party shall rent the

3. **OCCUPANCY**: Plaintiff shall have the exclusive right to occupy the property commencing September 7, 2015, and Defendant is excluded therefrom;

4. **RESPONSIBILITIES OF OCCUPANT**: For so long as he occupies the premises, occupant shall be solely responsible for:

- a. Payment of all utilities when due from and after September 7, 2015. Occupant shall timely pay all utilities and shall not allow a default to occur with respect to any utility payments required to be paid. In the event payment cannot be made on time, occupant shall provide notice to the other party so that alternative arrangements can be made to prevent a default. Immediate notification shall be given by

premises  
to anyone  
pending  
sale.  
JAF  
JWB

LANCASTER COUNTY  
2015 SEP 11 AM 11 38  
CLERK OF THE  
DISTRICT COURT



SK

001561690D02

Attachment 1

the responsible party to the other party in the event of any utility interruption;

- b. Keeping the home clean and presentable in accordance with the usual and customary practices of a realtor for all showings;
- c. Lawn maintenance, tree trimming, garbage or hauling to remove debris or unwanted property or contents, snow removal and underground sprinkler maintenance and repairs.
- d. Notification of the other party of any dangerous or hazardous conditions which arise on the property and take mutually agreed upon steps to arrange for repairs with a reputable and experienced contractor;
- e. Assuming responsibilities for showings of the property;

**5. ALLOCATION AND PAYMENT OF MORTGAGE, MAINTENANCE AND**

**REPAIR COSTS**: Regardless of who occupies the residence, during the pendency of the listing of the home for sale, Plaintiff and Defendant shall each be responsible for 50% of the following costs associated with the home:

- a. Mortgage indebtedness from and after June 1, 2015;
- b. All realty taxes as they become due;
- c. All homeowners and multi-peril insurance premiums for the property;
- d. Repair and maintenance costs, including appliance repairs as agreed to by both parties;
- e. Costs required to place the home in a saleable condition, including house cleaning, painting or replacement of non-operational items, as agreed to by both parties.
- f. All utilities, lawn maintenance, tree trimming, garbage and other reoccurring costs associated with the home if neither of them are residing in the home.

If either party does not pay their 50% share of any of these costs, then an appropriate deduction shall be made at time of closing or upon order of the Court (whichever first occurs) requiring the party who has not paid to contribute their appropriate share;

6. **LIENS & JUDGMENTS**: Neither party shall incur any debt or do anything which results in the filing of any lien, encumbrance, or judgment against the property. Each shall indemnify the other for any such lien, encumbrance, or judgment which may arise against the property prior to its sale. If either party allows a lien, encumbrance, or judgment to arise against the property, then that party shall take immediate action in order to pay the judgment or lien in order to prevent any delay in closing a potential sale;

7. **DEDUCTIONS FOR TAX PURPOSES**: All tax deductions associated with the payment of the mortgage indebtedness and real estate taxes shall be allocated equally between the parties on their individual 2015 tax returns;

8. **DISTRIBUTION OF SALE PROCEEDS**: Upon sale, the parties shall deposit the net sale proceeds in an escrow account and if they are unable to agreeably divide the proceeds consistent with the Temporary Order entered in this matter, the matter will be submitted to the Court for determination.

9. **REFUNDS**: If any escrow refunds or refunds of unearned insurance premiums or tax refunds become available, each party shall be entitled to one-half of these amounts. Where necessary, both parties will sign the necessary checks, deposit them in a checking account belonging to one party and a check for reimbursement of one-half shall be made payable to the other party in a timely manner;

10. **INSURANCE**: If the property is damaged by any peril covered by any insurance policy, the parties agree to the following:

- a. Each party shall advance 50% of the amount of any applicable deductible, and those funds shall be proportionately allotted between all damaged items and areas;
- b. To the extent that insurance proceeds are payable by reason of damage and/or destruction of personal property, the parties shall mutually determine whether to apply those proceeds to repair or replace the property;
- c. In the event the insurance proceeds, funds and deductible are insufficient to fully repair and/or replace all covered damage to all covered property, each party shall pay 50% of the additional repair and/or replacement costs;

- d. In the event the insurance proceeds and funds paid on account of the deductible exceed the repair and/or replacement cost, each party shall be entitled to one-half of any surplus.

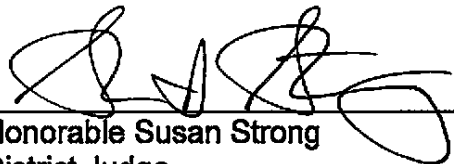
11. **TREATMENT OF GAINS:** Upon sale or other disposition of the property (including an involuntary conversion, "total loss" for insurance purposes, or similar occurrence), the parties shall equally divide any taxable capital gain or loss including any Section 1245 or 1250 recapture. The proceeds of a condemnation, involuntary conversion, or "total loss" shall be divided in the same manner as the sale proceeds as set forth in paragraph 11(c).

12. **EXPIRATION OF LISTING WITHOUT SALE:** In the event the parties are unable to sell the home within two (2) months of the FSBO listing, if mutually agreed by both parties, they shall employ a realtor who is mutually agreeable to both parties. The parties agree that whether sold FSBO or with the assistance of a realtor, the home shall continue to be listed for sale until sold.

13. **MEDIATION:** In the event of a dispute concerning any aspect of the sale of the parties' home, including but not limited to the listing price or any of the duties and obligations of the parties, the matter shall be referred to Paul Galter, Attorney at Law, for mediation and resolution. Any costs associated with mediation shall be apportioned equally between the parties.

IT IS ORDERED.

DATED this 11<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Honorable Susan Strong  
District Judge

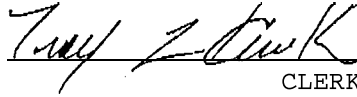
**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on September 14, 2015, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Jennifer D Joakim  
atyj dj@aol.com

John W Ballew Jr  
jballew@ballewcovalt.com

Date: September 14, 2015 BY THE COURT:

  
CLERK



**EXHIBIT NO. 1**

CLERK'S OFFICE, DISTRICT COURT  
LANCASTER COUNTY NEBRASKA  
**FILED**

**JAN 12 2016**

**Case Number:** CI 15-2675

**Name of Wife:** Stacy L. Christmann

**Wife's Current Address:** 4627 S. 85<sup>th</sup> Ct, Lincoln, NE 68526

*Clerk District Court*

**Wife's Telephone No.:** (402) 430-6651

**Wife's Employer:** AccuroGroup for GSK

**Wife's Employer's Address:** 1330 St. Mary's Street, Suite 150, Raleigh, NC 27605

**Name of Husband:** Thomas D. Christmann

**Husband's Current Address:** 3745 Tebaldi Place, Melbourne, FL 32934

**Husband's Telephone No.:** (402) 202-5947

**Husband's Employer:** Self-Employed

**Husband's Employer's Address:** n/a

**Where Married:** Lincoln, Lancaster County, NE

**Date of Marriage:** 11/11/10

**Names of Children of Marriage:** Year of Birth:

n/a

**Is The Wife Pregnant At This Time?** No.

**Length of wife's residency in Nebraska immediately prior to filing of complaint.** More than one year.

**County of residency of wife when complaint filed:** Lancaster

**Length of husband's residency in Nebraska immediately prior to filing of complaint.** More than one year.

**County of residency of husband when complaint filed:** Brevard

**Is any other divorce or separate maintenance action pending in any court?** No.

**Is either party a member of the military service of the U.S.A. or any of its allies?** No.

**Is either party receiving services under Title IV-D of the Social Security Act, as amended (this includes monitoring payments by the County Attorney's Office)?** No.

*CD*  
2016 JAN 12 PM 11 36  
CLERK OF THE  
DISTRICT COURT  
LANCASTER COUNTY



001597551D02

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

v.

STACY L. CHRISTMANN,

Defendant.

Case No. CI 15-2675

**DECREE OF DISSOLUTION  
OF MARRIAGE**

On this 12<sup>th</sup> day of Jan, 2016, this matter came before the Court for entry of a Decree of Dissolution of Marriage. Neither party appeared but both parties filed a Waiver of Hearing and Certification as required by NEB. REV. STAT. § 42-361(3). Throughout these proceedings, plaintiff was represented by John W. Ballew, Jr. Defendant was represented by Jennifer D. Joakim. The Court, having reviewed the matter, now finds as follows:

1. **WAIVER OF HEARING AND CERTIFICATION:** Pursuant to NEB. REV. STAT. § 42-361(3), both parties have waived the requirement of a hearing and both have certified in writing that the marriage is irretrievably broken; that they have made every reasonable effort to effect reconciliation; that all documents required by the Court and by statute have been filed and that the parties have entered into a Property Settlement Agreement signed by both parties under oath resolving all issues presented by the Dissolution action. This Property Settlement Agreement is subject to the provisions of Paragraph 4 herein.

2. **JURISDICTION:** The allegations of Plaintiff's Complaint for Dissolution of Marriage are true. The Court has jurisdiction of the subject matter and the parties to this action. The pleadings reflect that the Defendant entered her appearance voluntarily.

3. **DISSOLUTION OF MARRIAGE:** The parties were married on November 11, 2010, in Lincoln, Lancaster County, Nebraska. The marriage of the parties is irretrievably broken, all efforts at reconciliation have failed, and said marriage should be and is hereby dissolved.

CLERK'S OFFICE, DISTRICT COURT  
LANCASTER COUNTY NEBRASKA  
FILED

JAN 12 2016



001597550D02

*Clerk District Court*



**4. PROPERTY SETTLEMENT:** A Property Settlement Agreement has been entered into by the parties and was marked as Exhibit 2 and received into evidence. This Court has examined this Agreement and finds it is reasonable and proper in all respects and, accordingly, it is approved, and incorporated within this Decree as if fully set forth.

**5. MERGER OF TEMPORARY ORDER:** Sums due and owing under temporary orders that have been entered in this case shall not be merged within and become a part of this Decree.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

**I.**

The marriage of the parties is hereby dissolved.

**II.**

The parties have entered into a Property Settlement Agreement. The Court, having examined the Agreement, finds it is not unconscionable and is reasonable and proper in all respects and, accordingly, it is approved. Both parties are ordered to perform and abide by its terms in all manner and respect.

**III.**

Neither party shall pay alimony to the other.

**IV.**

Plaintiff is ordered to pay a money judgment to Defendant in the amount of \$15,000. This judgment is due and payable to Defendant upon entry of the Decree of Dissolution of Marriage. Defendant shall sign a Receipt and Satisfaction suitable for filing with the Clerk of the District Court for Lancaster County. Provided said judgment is paid within thirty (30) days of entry of the Decree, no interest shall accrue thereon. If any portion of the judgment remains unpaid after 30 days, it shall accrue interest at the rate of 2.107% per annum from and after the date the Decree of Dissolution is entered until paid in full.

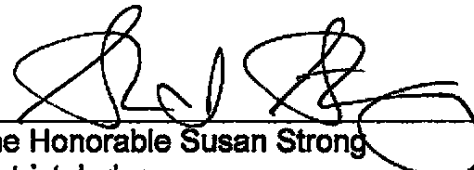
**V.**

This Decree shall become final and operative, except for purposes of review by appeal, without any further action of the court, thirty (30) days from the date this Decree is filed with the court, or upon the death of one of the parties, whichever occurs first.

However, for purposes of remarriage or the continuation of health insurance coverage, the Decree becomes final and operative six (6) months from the date the Decree is filed with the Court or upon the death of one of the parties, whichever first occurs. If the Decree becomes final and operative upon the death of either of the parties, the Decree shall be treated as if it became final and operative on the date the Decree is filed with the Court.

DATED this 12<sup>th</sup> day of January, 2016.


BY THE COURT:

  
The Honorable Susan Strong  
District Judge

PREPARED AND SUBMITTED BY:

John W. Ballew, Jr., #15838  
BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030  
Attorneys for Plaintiff  
Email: [jballew@ballewcovalt.com](mailto:jballew@ballewcovalt.com)

APPROVED AS TO FORM BY:

  
Jennifer D. Joakim, #23297  
Attorney at Law  
308 West Third Street  
P.O. Box 234  
Valparaiso, NE 68065  
(402) 784-2202  
Attorneys for Defendant  
Email: [atyidi@aol.com](mailto:atyidi@aol.com)

**CERTIFICATE OF SERVICE**

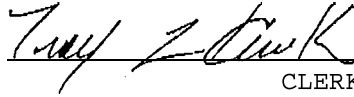
I, the undersigned, certify that on January 13, 2016 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Jennifer D Joakim  
atyj dj@aol.com

John W Ballew Jr  
jballew@ballewcovalt.com

Date: January 13, 2016

BY THE COURT:

  
CLERK



IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA  
LANCASTER COUNTY

THOMAS D. CHRISTMANN,

2016 JAN 11 AM 11 36 Case No. CI 15-2675

Plaintiff,

CLERK OF THE  
DISTRICT COURT

**PROPERTY  
SETTLEMENT AGREEMENT**

vs.

STACY L. CHRISTMANN,

**Exhibit 2**

Defendant.

THIS AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Plaintiff, Thomas D. Christmann, hereinafter referred to as Husband, and Defendant, Stacy L. Christmann, hereinafter referred to as Wife.

WHEREAS, the parties were lawfully married on November 11, 2010, in Lincoln, Lancaster County; and

WHEREAS, on July 22, 2015, the Husband filed a Complaint for Dissolution of Marriage in the District Court of Lancaster County, Nebraska which sought a dissolution of the aforesaid marriage and the Wife filed an Answer and Counterclaim for Dissolution in response to the Husband's Complaint; and

WHEREAS, the parties have determined that it is impossible for them to continue to live as Husband and Wife; and

WHEREAS, the parties wish to enter into this Property Settlement Agreement (hereinafter "Agreement") determining their respective property rights and all other matters relating to the dissolution of their marriage, including matters relating to division of premarital and marital property, payment of debts, payment of attorney fees, alimony and other matters incident to the pending dissolution proceeding; and

WHEREAS, each party is aware of his and her right to be represented by legal counsel and has full opportunity to seek legal counsel and discuss this agreement with said counsel.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth, it is agreed as follows:

CLERK'S OFFICE, DISTRICT COURT  
LANCASTER COUNTY NEBRASKA  
FILED

JAN 12 2016



001597552D02

*Clerk District Court*

1. **JURISDICTION:** The parties hereto specifically acknowledge and submit themselves to the jurisdiction of the District Court of Lancaster County, Nebraska for the present time and in the future with regard to all matters relating to the subject matter and rights of the parties under this Agreement.

2. **EFFECTIVE DATE AND APPROVAL OF DISTRICT COURT:** This Agreement shall become binding upon the parties and their respective legal representatives, successors, and assigns immediately following the dissolution of their marriage in the pending proceedings, provided that the provisions of this Agreement are approved by the Court. In the absence of the granting of a Decree of Dissolution by the Court and approval, the provisions of this Agreement shall have no force or effect.

3. **MERGER OF TEMPORARY ORDER:** Sums due and owing under the Temporary Order that have been entered in this case have been considered and merged within this agreement in arriving at the total money judgment payable to Defendant in paragraph 8.

4. **ALIMONY:** Both Husband and Wife waive the payment of alimony. Each party acknowledges that they have been advised and understand that unless alimony is awarded in the proceedings presently before the Court, this Agreement and the Decree of Dissolution incorporating this Agreement cannot be subsequently modified at any time to include an award of alimony to either party.

5. **HEALTH/DENTAL/VISION INSURANCE:** Both parties acknowledge that they have separate health insurance policies. Husband agrees that Wife does not currently provide for his health insurance coverage. Husband waives any right to health insurance coverage in accordance with NEB. REV. STAT. §42-372.01. Wife agrees that Husband does not currently provide for her health insurance coverage. Wife waives any right to health insurance coverage in accordance with NEB. REV. STAT. §42-372.01.

6. **PROPERTY SETTLEMENT:** Each party is to receive those assets and liabilities as their sole and separate property or obligation as set forth below:

a. **Real Estate Awarded to Husband:** Husband shall be awarded the following described real estate free and clear of any interest of Wife, subject to any and all indebtedness, property taxes, insurance or any other obligation from which he shall pay and indemnify and hold Wife harmless therefrom:

**8101 S. 35<sup>th</sup> St., Lincoln, NE 68519 (more particularly described as Pine Lake Heights South 7<sup>th</sup> Addition, Block 3, Lot 12).**

Upon entry of the Decree of Dissolution of Marriage and upon payout of money judgment set forth in paragraph 8, Husband's attorney shall prepare and Wife shall execute quit claim deeds or other appropriate transfer documents releasing or assigning her interest in Husband's real estate, whether said interest is marital, legal, equitable, contractual or otherwise.

b. **Personal Property and Vehicles Awarded to Husband:** Husband shall be awarded all personal property and vehicles in accordance with the following:

i. Husband is awarded all furnishings, household goods, appliances, personal property, tools and jewelry in his possession as his sole and separate property, free from the claims of Wife.

ii. Husband is awarded the following vehicles as his sole and separate property, free from the claims of Wife, subject to any loan or lease payments owed thereon:

a. 2004 Chevrolet Blazer

b. 2001 Harley Davidson Sportster

c. **Personal Property and Vehicles Awarded to Wife:** Wife shall be awarded all personal property and vehicles in accordance with the following:

i. Wife is awarded all furnishings, household goods, appliances, personal property, tools and jewelry in her possession as her sole and separate property, free from the claims of Husband.

ii. Wife is awarded the following vehicles as her sole and separate property, free from the claims of Husband, subject to any loan or lease payments owed thereon:

a. 2011 Chevrolet Cruze

d. **Checking, Savings, Money Market Accounts, Certificates of Deposit and Cash on Hand:** Each party is awarded those checking, savings, money market accounts, certificates of deposit and cash on hand in their possession or titled in their name alone. By their signatures hereon, the parties agree that all jointly held checking, savings,

money market accounts and certificates of deposit have been closed or transferred to the appropriate party to receive same under the terms of this Agreement.

e. **Investment and Retirement Accounts:** Each party is awarded those investment and retirement accounts in their possession or titled in their name alone, subject to any appreciation or depreciation thereon following the entry of the Decree of Dissolution of Marriage. Each party further acknowledges and agrees as follows:

- i. Both parties acknowledge any liquidations from retirement accounts they own or are awarded as part of this action will have income tax ramifications;
- ii. Each party specifically waives any interest they may have in the other's investment, retirement or pension asset(s) except as expressly set forth herein and each party specifically consents to the revocation of any beneficiary designation which names the other spouse as a beneficiary. Should either party fail to remove the other spouse as a beneficiary from any such investment, retirement or pension account(s), this Agreement and the Decree of Dissolution of Marriage approving it shall constitute an actual modification of the investment, retirement or pension account(s) consistent with the intent of this paragraph in order to eliminate the other spouse as a designated beneficiary;

f. **Life Insurance and Annuities:** Each party is awarded any life insurance policies on which they are listed as owner as their sole and separate property, together with any accumulated cash value and subject to any policy loans. Each party specifically consents to the revoking of any beneficiary designation in any existing life insurance policy except as otherwise provided herein and should either party fail to remove the other spouse as a beneficiary from any such life insurance policy or annuity, this Agreement and the Decree of Dissolution of Marriage approving it shall constitute an actual modification of the life insurance or annuity contract consistent with the intent of this paragraph in order to eliminate the other spouse as a designated beneficiary.

g. **Debts and Financial Obligations:** The parties shall each be solely responsible for those debts incurred by each of them following the filing of the Complaint for Dissolution of Marriage in this matter on July 22, 2015. Each party agrees to hold the other harmless from any liability in connection with such post-filing debts. With respect to

indebtedness incurred prior to the filing of the Complaint for Dissolution of Marriage the following allocation of those debts is set forth below with each party being solely responsible for the debt assigned to them:

<b><u>HUSBAND</u></b>	<b><u>WIFE</u></b>
Wells Fargo mortgage	Chase Auto finance (Chevy Cruze)
Gateway One Lending (Chevy Blazer)	Great Lakes student loan
Wells Fargo business credit card	Wells Fargo Visa
Capital One credit card, xxx9154	Target credit card
Citi credit card, xxx3564	Capital One credit card, xxx5148
Discover credit card, xxx6579	Kohls credit card
Black Hills Energy	Paypal
Garbage Guys	Amazon card
Lincoln Electric	JCPenney card
Lincoln Water	Sprint (4 of 6 lines)
Time Warner Cable	
Sprint (2 of 6 lines)	

Both parties agree that they will not hereafter make any purchases or contracts or incur any expenses, debts, charges or liabilities in the name of or upon the credit of the other party for which he or she or their legal representatives or his or her estate would become liable. Each party will hold the other free and harmless from any and all liability for any debts incurred after entry of the Decree of Dissolution of Marriage.

**7. MONEY JUDGMENT:** In order to equitably allocate and value the marital estate, the parties agree that Husband shall pay to Wife a money judgment in the amount of \$15,000. This judgment shall be paid to Wife upon her signing the Property Settlement Agreement. Upon Wife's receipt of the money judgment and entry of the Decree of Dissolution of Marriage, she shall sign a Receipt and Satisfaction suitable for filing with the Clerk of the District Court for Lancaster County. Both parties acknowledge that the amount of this money judgment takes into consideration those amounts of money due from Wife to Husband pursuant to the Temporary Order entered in this case on September 11, 2015, and upon payment of this money judgment by



Husband to Wife and her receipt thereof, all financial obligations owed by either party to the other will have been satisfied in full. The Decree of Dissolution of Marriage entered in this proceeding shall contain a finding to that effect.

8. **INCOME TAX MATTERS:** Both parties shall file separate Federal and State income tax returns for the tax year 2015, on or before April 15, 2016. Each party shall pay any taxes owed based upon their separate returns and in case a refund should be due from the Federal or State government, that refund shall be the sole and separate property of the party entitled to it. Each party shall indemnify and hold the other harmless of any liability in connection with the payment of any such taxes. Any deductions associated with the home awarded to Husband are awarded to Husband.

9. **TAX CONSEQUENCES:** All transfers of property herein are intended to be incident to this divorce proceeding pursuant to §1041 of the Internal Revenue Code. However, to the extent that liquidation or disposition of assets awarded herein results in taxable gain to the party awarded the property, the liability for any such tax shall be the sole obligation of the party liquidating or disposing of the property.

10. **ATTORNEY FEES AND COSTS:** Each party shall be responsible for their own attorney fees and court costs incurred herein.

11. **FULL DISCLOSURE AND FINAL SETTLEMENT:** Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge of the facts and full information as to legal rights and liabilities of each, and that each believes this Agreement to be reasonable under the circumstances. Both parties acknowledge that they have made a full, complete and accurate disclosure to each other and their attorneys concerning all assets of any nature which they may own or have an interest in at this time and all debts incurred prior to and during the marriage, and any debts incurred subsequent to the filing of this proceeding. Both parties represent that they have had full access to the books and the records of the other and both parties have full knowledge of the business affairs of the other and the nature, extent and value of the property of the other party. The parties understand and agree that the above and foregoing Agreement constitutes a full, final and complete settlement of all property rights, and all other rights accruing to Husband and Wife by reason of the marital relationship or otherwise. Both parties agree that this Agreement is fair, reasonable and not unconscionable.

**12. MUTUAL WAIVER AND RELEASE:** In consideration of the provisions of this Agreement, Wife and Husband shall release one another as follows:

a. Wife shall and does accept the benefits of this Agreement in full and complete satisfaction of allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, or nature whatsoever which she has or may acquire as Wife or widow of Husband, or in the event of his death as an heir at law or surviving spouse of Husband or otherwise; and Wife shall and does relinquish and waive all future, present, or other interests in the property of Husband except under the provisions of this Agreement.

b. Husband shall and does accept the benefits of this Agreement in full and complete satisfaction of all allowances, financial claims, monetary demands, property claims and rights, and support money of every character, kind, and nature whatsoever which he has or may acquire as Husband or widower of Wife or otherwise or in the event of her death, as an heir at law or surviving spouse of Wife or otherwise; and Husband shall and does relinquish and waive all future, present, or other interests in the property of Wife except under the provisions of this Agreement.

c. This Agreement shall be and is a complete, final, and full settlement of all matters in dispute between Wife and Husband; and, in the event of the death of either Wife or Husband within thirty (30) days after the Court decrees a dissolution, and before such Decree becomes final and operative, this Agreement shall be and remain in full force and effect as effectively and fully as if both Wife and Husband had survived for such period and such Decree had become final and operative and shall not thereby be or become null and void.

**13. TRIAL WAIVER:** The parties acknowledge their understanding that all issues arising out of their marriage could have been litigated to conclusion and the Lancaster County District Court would have determined all issues. Each party acknowledges that his or her counsel indicated his or her respective willingness and preparedness to proceed with trial of this matter, if so instructed. In that event, the parties understand that, perhaps, a different resolution of the various issues between the parties as contained in this Agreement may have been obtained and

that a Judge's decision may have been more favorable or less favorable to either party than the resolution of the issues as memorialized in this Agreement.

Both Husband and Wife have each determined that it is in his or her individual best interests that the trial should not occur and that the resolution set forth herein is in their respective best interests. In arriving at this decision, the parties considered the following factors which are meant to be illustrative and not exhaustive: (a) the time and expense necessary for each of them to continue to partake in such a trial; (b) the emotional distress that could be caused to them and/or their families by virtue of a trial and adversarial interaction; (c) the possibility that a judicial determination could be less or more favorable to them individually than some or all of the provisions of this Agreement; and (d) their belief that the terms and conditions of this Agreement are in their individual best interests and are fair and equitable. Accordingly, each party freely, voluntarily and knowingly waives the right to proceed with the trial and accepts the terms of this Agreement as final, complete and binding and agrees to abide by the terms as if the Lancaster County District Court did, in fact, decide the terms.

**14. ACKNOWLEDGEMENTS OF THE PARTIES:** By signing this Agreement the parties acknowledge the following:

- a. They have thoroughly read this Agreement and understand all the provisions;
- b. They have had ample opportunity to consult with their attorney and have asked all questions they may have concerning their rights and obligations under this Agreement and are proceeding knowingly, with a complete understanding of this Agreement;
- c. They are satisfied with the services of their attorney and they fully understand and were advised of every aspect of this Agreement;
- d. There have been no representations, promises or agreements made outside of this Agreement and this document contains their entire understanding;
- e. They are not under duress or undue influence to sign this Agreement by reason of either force or threats and their judgment is not clouded by illness, drugs or alcohol;
- f. After careful consideration of all circumstances, they consider this Agreement to be fair and equitable to each of them;

g. They have each made a full, complete and accurate disclosure to each other and their attorneys concerning all assets of any nature which they may own or have an interest in at this time, as well as any debts upon which they now owe or may owe in the future;

h. They are satisfied with the formal and informal discovery which has occurred in this case and believe that they have been given access to all information necessary to enter into this Agreement, including access to any information concerning the business affairs of the other spouse and the nature, extent and value of the property of each party;

i. They hereby waive their rights to a trial and court adjudication of the issues which are resolved by this Agreement, understanding that a judge's decision may have been better, worse or the same results for him or her;

j. They know and understand that this Agreement is final and binding and will be enforceable in a court of law.

Based upon the above, each party is satisfied they fully understand the facts and with such knowledge they hereby affirm that they are signing this Agreement freely and voluntarily and entirely of their own volition.

**15. CLIENTS' RESPONSIBILITY:** The responsibility to follow through with the acts, instruments and transfers set out herein are solely the duty of the parties to this Agreement, unless specifically stated otherwise herein. No attorney for a party shall have a duty to enforce the promises herein, to compel or require the signing or transfer of documents contemplated herein, or to pursue enforcement of the terms of this Agreement. The parties acknowledge that they alone are responsible for these actions.

**16. NECESSARY DOCUMENTS:** It is understood and agreed by and between the parties that each will execute any and all necessary documents, bills of sale, certificates of title or deeds that may be necessary to fulfill or carry out the terms of this Agreement. In the event either party shall fail to comply with the provisions of this paragraph within thirty (30) days hereof, this Agreement shall constitute an actual grant, assignment and conveyance of the property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

17. **WAIVER OF BREACH:** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach. No modification of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both parties or ordered by the Court.

18. **MODIFICATION:** No modification of this Agreement shall be binding upon either of the parties unless reduced to writing and approved by an Order of this Court or pursuant to a separate Order of this Court following a hearing.

19. **WAIVER OF RECORD:** A complete record of this Dissolution of Marriage action is waived. In addition, a copy of this Agreement is hereby acknowledged to have been received by each of the parties.

Date

10-15-2015

Thomas D. Christmann, Plaintiff

Date

11-4-2015

Stacy L. Christmann, Defendant

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF LANCASTER)

On this 15 day of October, 2015, before me the undersigned, a Notary Public duly commissioned and qualified in said county, personally came Thomas D. Christmann, Plaintiff herein, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notary seal the date and year last above written.

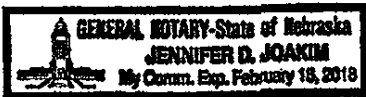
Sara J. Stava  
Notary Public

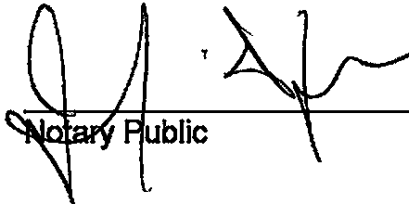


STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER)

On this 4<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2015, before me the undersigned, a Notary Public duly commissioned and qualified in said county, personally came Stacy L. Christmann, Defendant herein, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.


Witness my hand and notary seal the date and year last above written.



  
\_\_\_\_\_  
Notary Public

PREPARED AND SUBMITTED BY:  
John W. Ballew, Jr., #15838  
BALLEW COVALT HAZEN, PC, LLO  
1045 Lincoln Mall, Suite 200  
P.O. Box 81229  
Lincoln, NE 68501-1229  
(402) 436-3030  
Attorneys for Plaintiff

APPROVED AS TO FORM BY:

  
\_\_\_\_\_  
Jennifer D. Joakim, #23297  
Attorney at Law  
308 West Third Street  
P.O. Box 234  
Valparaiso, NE 68065  
(402) 784-2202  
Attorneys for Defendant

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

2016 JAN 11 AM 11 36

THOMAS D. CHRISTMANN,

Plaintiff,

vs.

STACY L. CHRISTMANN,

Defendant.

Case No. CI 15-2675

CLERK OF THE  
DISTRICT COURT

CLERK'S OFFICE, DISTRICT COURT  
LANCASTER COUNTY, NEBRASKA

FILED

JAN 12 2016

*Clerk District Court*

**CERTIFICATION AND WAIVER  
OF HEARING**

COME NOW Plaintiff and Defendant and, pursuant to the provisions of NEB. REV. STAT. § 42-361(3), and after having been first duly sworn upon oath, state as follows:

1. That the marriage is irretrievably broken and the parties believe they have made every reasonable effort to affect a reconciliation of the marriage.
2. That each party does hereby waive the requirements of a hearing in open court.
3. That 60 days has elapsed since the perfection of service of process in that an Answer was filed on the Defendant's behalf on September 10, 2015.
4. That the parties have entered into a Property Settlement Agreement which is provided with this Certification which resolves all issues presented by the pleadings in this dissolution action.
5. The parties consent to this Court entering a Decree of Dissolution upon the submission of the Property Settlement Agreement to this Court. The Plaintiff requests under this certification that the Property Settlement Agreement become part of the permanent record.
6. That each party has had a full and complete opportunity to read and review the Property Settlement Agreement and Decree of Dissolution of Marriage.
7. That each party certifies that they have had adequate opportunity to discuss the terms and conditions imposed by the Property Settlement Agreement and Decree with their counsel and that each party certifies they have no further questions relating to their Agreement. The parties agree that the Decree is consistent in all respects with their Agreement.
8. The parties have disclosed to each other all of their assets and debts and each is satisfied that the disclosure made by the other is complete.



001597553D02

9. That the parties understand that by executing this Certification, no other notice or hearing will be provided to them and that upon the submission of this Certification with the proper documentation, the divorce action pending in the District Court of Buffalo County, Nebraska, will be submitted to the Court for its review and entry of a Decree of Dissolution without further notice to either party.

10. That following the expiration of 30 days, the Decree becomes final for all purposes, except: 1) That neither party may remarry anywhere in the world for six months, and 2) They remain husband and wife for purposes of health insurance pursuant to Nebraska law for a period of six months following the entry of the Decree.

  
Thomas D. Christmann, Plaintiff

  
Stacy L. Christmann, Defendant

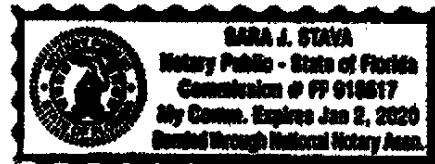
STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF LANCASTER)

Thomas D. Christmann, upon oath first duly sworn, deposes and states that he is the Plaintiff above-named; that he has read the foregoing; knows the contents thereof; and that the facts therein stated are true.

  
Plaintiff

SUBSCRIBED AND SWORN TO before me this 8 day of Jan, 2015.


  
Notary Public



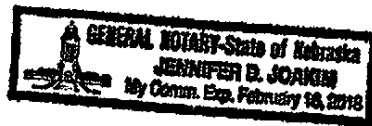


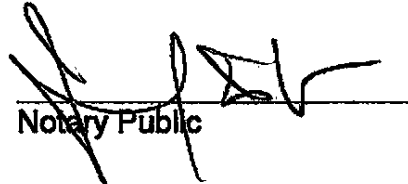
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER)

Stacy L. Christmann, upon oath first duly sworn, deposes and states that she is the Defendant above-named; that she has read the foregoing; knows the contents thereof; and that the facts therein stated are true.

  
Defendant

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of December, 2015.



  
Notary Public

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Case No. CI 15-2675

Plaintiff,

vs.

**PAYEE AFFIDAVIT FOR  
NON-MONETARY RECEIPT**

STACY L. CHRISTMANN,

Defendant.

STATE OF NEBRASKA  
COUNTY OF LANCASTER

COMES now, Stacy L. Christmann, and I hereby notify the court and the Nebraska Department of Health and Human Services Child Support Enforcement Unit that in case number CI 15-2675:

Please Check and Complete Section A for Direct Payments and/or Section B to Waive or Credit Payments.

**A. I wish to acknowledge direct payments (money received by you):**

Type of Support (one per line): Child, Spousal, Medical	Judgment No. (clerks use)	Date of Payment (mo/day/yr)	Amount of Payment
1. Money Judgment	2-1	1-11-16	\$15,000
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____

Any payments that you receive which are in excess of the amount owed to you may be considered a gift and may not be credited to the support due. (Excess payments are allocated at the discretion of the court)

**B. I wish to waive/credit the following amounts (no actual cash received):**

Type of Support (one per line): Child, Spousal, Medical	Judgment No. (clerks use)	Date of credit (mo/day/yr)	Amount of Credit or "All"	✓ to waive All Interest
1. _____	_____	_____	\$ _____	_____
2. _____	_____	_____	\$ _____	_____

If a portion of the support funds you are waiving or crediting (forgiving) are due to the State of Nebraska as a result of you or the dependents in the above court case receiving ADC/foster care funds, please be advised that you may not waive or credit (forgive) any of these funds due to the State. Only the State of Nebraska has the authority to waive or credit (forgive) support funds due to the State.

The Clerk of the District Court and the Nebraska Department of Health and Human Services Child Support Enforcement Unit accept no responsibility for the contents of this receipt. If you have any questions about signing this form please contact your attorney. If you have any questions regarding debt owed to the State of Nebraska, please call Child Support Customer Service at 1-877-831-9973.

LANCASTER COUNTY

2016 FEB 29 PM 3:43  
CLERK OF THE DISTRICT COURT



001608559D02

SK 3-1-16  
Rec# 9095695

SK

Print your name and address:

Stacy L. Christmann, 4627 S. 85<sup>th</sup> Ct., Lincoln, NE 68526

Print non-custodial party (person ordered to pay support) name and address:

Thomas D. Christmann, 3745 Tebaldi Place, Melbourne, FL 32934

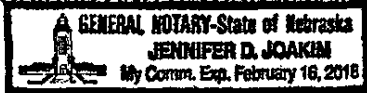
I acknowledge and affirm that this is my voluntary act made without coercion, fraud or threat.

Date: 26 FEB 2016

Signed: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 26 day of February, 2016.

Seal



Notary Public/Clerk of Court

\*\*\* FOR OFFICE USE ONLY - DO NOT FILL OUT BELOW THIS LINE \*\*\*

Payor Name: \_\_\_\_\_

Payor SSN: \_\_\_\_\_

FIPS Number: 31109

Court Case Number: CI \_\_\_\_\_

Application of Credit

For Direct Payments under Section A:

It is the usual policy of this court to allow credit for direct payments that will apply to future obligations owed to the payee. Yes

For Waiver/Credit under Section B:

It is the usual policy of this court to allow a payee to waive or forgive support obligations that have not accrued. No

Special instructions: \_\_\_\_\_

I direct that the above credit be applied to the case payment record.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CSE finance use only:

CSE Finance Acknowledgement

Processor's initials \_\_\_\_\_

Date \_\_\_\_\_

District Court, Clerk

Target \_\_\_\_\_ Man Dist \_\_\_\_\_

CC ID \_\_\_\_\_

Bucket \_\_\_\_\_

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_

Credit not given reason: \_\_\_\_\_

FAX to CSE Finance: (402) 742-8303

RETURN ORIGINAL TO: CLERK OF THE DISTRICT COURT, MAKE COPY FOR YOUR FILE.  
575 S 10<sup>th</sup> St, Lincoln, NE 68508

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

THOMAS D. CHRISTMANN,

Plaintiff,

vs.

STACY L. CHRISTMANN,

Defendant.

Case No. CI 15-2675

**RECEIPT AND RELEASE  
OF JUDGMENT**

COMES NOW Stacy L. Christmann, Defendant in the above matter, and hereby acknowledges receipt in full of the \$15,000 money judgment awarded her pursuant to the Decree of Dissolution of Marriage entered on January 12, 2016 in the above matter and further releases the judgment lien and any and all liens arising from the Decree of Dissolution of Marriage filed in Lancaster County District Court on January 12, 2016, against the below described property. Said Lien Release applies only to the specific real property whose legal description appears below:

**LOT 12, BLOCK 3, PINE LAKE HEIGHTS SOUTH 7<sup>TH</sup> ADDITION, LINCOLN,  
LANCASTER COUNTY, NEBRASKA**

The release of lien on specific real property does not extinguish any other debt due and owing to the other party.

Dated this 03 day of March, 2016.

STATE OF NEBRASKA )

COUNTY OF LANCASTER )

ss.

  
Stacy L. Christmann, Plaintiff

LANCASTER COUNTY  
2016 MAR 31 PM 12 29  
CLERK OF THE  
DISTRICT COURT



001622930D02



SUBSCRIBED AND SWORN TO BEFORE ME on this 3rd day of March, 2016, by Stacy L. Christmann, an individual known unto me.



Amy R. Goeschel  
Notary Public