

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

C. JOHN GUENZEL, III,

Plaintiff,

vs.

DEBORAH K. GUENZEL,

Defendant.

DOC. 1042 NO. 731

DECREE OF DISSOLUTION
OF MARRIAGE

FILED
JOURNAL CLERK

SEP 05 2006

CLERK DISTRICT COURT

THIS MATTER came on for hearing on the 5 day of September, 2006, one of the Regular Judicial days of the District Court of Douglas County, Nebraska, upon the Complaint for Dissolution hereinbefore filed by the Plaintiff on October 1, 2004, the Voluntary Appearance filed on October 7, 2004, the Responsive Pleading and Cross Complaint filed on October 13, 2004 and the evidence relative thereto.

The Plaintiff was present with his attorney, John S. Slowiaczek, of LIEBEN, WHITTED, HOUGHTON, SLOWIACZEK & CAVANAGH, P.C., L.L.O. Defendant did not appear; however, both the Defendant and her attorney, Sheryl L. Lohaus of SLUSKY LAW, L.L.C. approved this Decree and the Defendant has signed and approved the Property Settlement Agreement.

This matter was not scheduled for trial; however, counsel for the Plaintiff announced prior to the presentation of any evidence that all matters in dispute have been dissolved.

The mandatory waiting period pursuant to Neb. Rev. Stat. § 42-363 (Reissue 1998) having passed, the Court, being fully advised in the premises, finds as follows:

1. That the Defendant was a resident of Omaha, Douglas County, Nebraska at the time of filing and both parties have been residents of the state of Nebraska for at least one (1) year immediately prior to the filing of the Petition for Dissolution herein.
2. That the Court has jurisdiction over the parties hereto and the subject matter hereof.

3. That the parties were married on May 20, 1972 in Beatrice, Gage County, Nebraska.

4. That two (2) children have been born of this marriage; however, both children have reached the age of majority and will not be affected by these proceedings.

5. That neither the Plaintiff nor the Defendant is a party to any other pending action for divorce, separation or dissolution of marriage, either in this State or elsewhere.

6. That neither the Plaintiff nor the Defendant is a member of the Armed Forces of the United States of America, nor has either party been ordered to report for induction therein.

7. The Court has determined from the testimony and evidence adduced that there is sufficient evidence that reconciliation of the marriage between the Plaintiff and the Defendant cannot be made; that the marriage of the parties is irretrievably broken; that the marriage should be dissolved; and that a Decree of Dissolution should be entered.

8. The Court further finds, pursuant to Neb. Rev. Stat. § 42-366 (Reissue 2004), that the parties have entered into a Property Settlement Agreement which is marked *Exhibit 1* and is hereinafter referred to as the Property Settlement Agreement. The Property Settlement Agreement contains provisions for the division of both real and personal property, the payment of debts, alimony, attorney's fees and court costs, and all other matters relevant to the parties pursuant to the dissolution proceedings. The Property Settlement Agreement has been examined by the Court and the Court finds same to be fair, just, reasonable and not unconscionable and hereby approves same. Both parties are ordered to perform all terms and provisions of their settlement. The Property Settlement Agreement which is incorporated into this Decree shall be effective as though it were specifically attached hereto; however, for purposes of confidentiality, the parties and the Court agree that the Property Settlement Agreement shall be retained in a sealed envelope to be filed with the Clerk of the District Court. In the event that either party fails to abide by the terms and conditions of the Property Settlement Agreement, the Property Settlement Agreement may be filed as a matter of public record for purposes of enforcement.

9. The Plaintiff shall pay permanent alimony to the Defendant as follows:

October 1, 2006	\$4,229.17
November 1, 2006	\$4,229.17
December 1, 2006	\$42,291.66
December 1, 2007	\$50,750.00
December 1, 2008	\$50,750.00
December 1, 2009	\$50,750.00
December 1, 2010	\$50,750.00
December 1, 2011	\$50,750.00
December 1, 2012	\$50,750.00
December 1, 2013	\$50,750.00

Alimony provided for herein shall be nonmodifiable as to the amount or duration. Alimony shall terminate only upon the death of the Wife. Alimony shall not terminate upon the death of the Husband. Alimony shall not terminate upon the remarriage of the Wife. All said alimony shall be paid by the Husband to the Wife through the Clerk of the District Court of Douglas County, Nebraska, 3rd Floor, Hall of Justice, 17th and Farnam, Omaha, Nebraska 68183, for further transmittal to the Wife.

10. All temporary support has been paid by the Plaintiff to the Defendant.

11. The Husband shall maintain the Wife on the health insurance policy provided to him through his place of employment for the six (6) month period following the entry of the Decree. Each party shall be responsible for any uninsured medical or other healthcare expenses incurred by them after the date of separation and they shall indemnify and hold the other harmless therefrom.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the marriage of C. JOHN GUENZEL, III and DEBORAH K. GUENZEL is dissolved.

Except for the purposes of appeal, remarriage and the continuation of health insurance coverage, as prescribed in Neb. Rev. Stat. § 42-372 (Reissue 2004), a decree

dissolving a marriage becomes final and operative thirty days after the decree is entered. In the event of the death of one of the parties to the dissolution prior to the passage of thirty (30) days, the decree shall be treated as if it became final and operative the date it was entered.

For purposes of remarriage other than remarriage between the parties, a decree dissolving a marriage becomes final and operative six months after the decree is entered or on the date of death of one of the parties to the dissolution, whichever occurs first.

For purposes of continuation of health insurance coverage, a decree dissolving a marriage becomes final and operative six months after the decree is entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Property Settlement Agreement which is incorporated into this Decree shall be effective as though it were specifically attached hereto; however, for purposes of confidentiality, the Property Settlement Agreement shall be retained in a sealed envelope with the Clerk of the District Court. In the event that either of the parties fails to abide by the terms and conditions of the Property Settlement Agreement, the Property Settlement Agreement may be filed as a matter of public record for purposes of enforcement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff shall pay permanent alimony to the Defendant as follows:

October 1, 2006	\$4,229.17
November 1, 2006	\$4,229.17
December 1, 2006	\$42,291.66
December 1, 2007	\$50,750.00
December 1, 2008	\$50,750.00
December 1, 2009	\$50,750.00
December 1, 2010	\$50,750.00
December 1, 2011	\$50,750.00
December 1, 2012	\$50,750.00

December 1, 2013	\$50,750.00
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the alimony provided for herein shall be nonmodifiable as to the amount or duration. Alimony shall terminate only upon the death of the Wife. Alimony shall not terminate upon the death of the Husband. Alimony shall not terminate upon the remarriage of the Wife. All said alimony shall be paid by the Husband to the Wife through the Clerk of the District Court of Douglas County, Nebraska, 3rd Floor, Hall of Justice, 17th and Farnam, Omaha, Nebraska 68183, for further transmittal to the Wife.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED The Husband shall maintain the Wife on the health insurance policy provided to him through his place of employment for the six (6) month period following the entry of the Decree. Each party shall be responsible for any uninsured medical or other healthcare expenses incurred by them after the date of separation and they shall indemnify and hold the other harmless therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all temporary support has been paid and the docket is hereby satisfied accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties, and each of them, are ordered and directed to abide by all of the terms and conditions of the Property Settlement Agreement and said Property Settlement Agreement is a judgment of the Court and shall be enforced by all remedies available for the enforcement of a judgment, including contempt proceedings, pursuant to Neb. Rev. Stat. § 42-366 (5) (Reissue 2004).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties, and each of them, shall execute any and all documents necessary or proper to fulfill the terms and/or requirements of their Property Settlement Agreement as hereinabove set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that should the parties, or either of them, fail, refuse or neglect within thirty (30) days from the

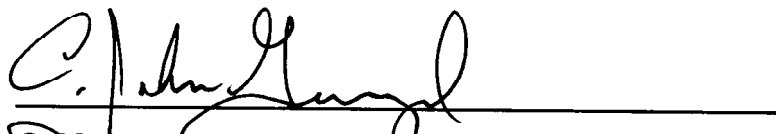
date of the execution of this Decree by the Court to execute or deliver any document necessary or required to carry out and fulfill the terms of their Property Settlement Agreement, as above set forth in this Decree, then this Decree shall have the same operation and effect as such necessary document.

SIGNED this 5 day of SEPTEMBER, 2006.


BY THE COURT:


DISTRICT COURT JUDGE

APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION:


C. JOHN GUENZEL, III, Plaintiff

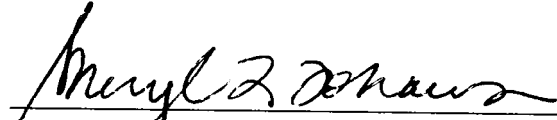
APPROVED AS TO FORM AND CONTENT AND I RESPECTFULLY REQUEST THE COURT ENTER THE ABOVE AND WITHIN DECREE OF DISSOLUTION:


DEBORAH K. GUENZEL, Defendant

PREPARED AND SUBMITTED BY:

John S. Slowiaczek, #13880
LIEBEN, WHITTED, HOUGHTON,
SLOWIACZEK & CAVANAGH, P.C., L.L.O
2027 Douglas Street, Suite 100
Omaha, Nebraska 68102
Telephone: (402) 344-4000
Attorney for Plaintiff

APPROVED AS TO FORM AND CONTENT:

A handwritten signature in cursive script, appearing to read "Sheryl L. Lohaus", is written over a horizontal line.

Sheryl L. Lohaus, #19331

SLUSKY LAW, L.L.C.

17445 Arbor Street, Suite 300

Omaha, Nebraska 68130

(402) 991-5777

Attorney for Defendant

233560

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

C. JOHN GUENZEL, III,

DOC. 1042 NO. 731

Plaintiff,

vs.

DEBORAH K. GUENZEL,

Defendant.

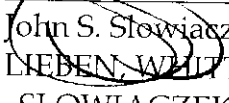
PROPERTY SETTLEMENT

TO BE SEALED BY THE COURT

DATED: September 5, 2006

C. JOHN GUENZEL, II,

BY:


John S. Slowiaczek, #138.
~~LIEBEN, WHITTED, HO~~
SLOWIACZEK & CAV
100 Scoular Building
2027 Dodge Street
Omaha, Nebraska 68102
Telephone: (402) 344-4000
Attorneys for Plaintiff

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to
Annie*

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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

C. JOHN GUENZEL, III,)	DOC. 1042 NO. 731
)	
Plaintiff,)	
)	
vs.)	RECEIPT
)	
DEBORAH K. GUENZEL,)	
)	
Defendant.)	

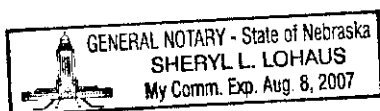
Deborah K. Guenzel, Defendant herein, hereby disclaims any interest she may have whether those claims would be legal, marital, equitable, contractual or otherwise in the entity known as First Nebraska Trust Company referred to in paragraph 12.a. of the Property Settlement Agreement approved by the Court in the above-entitled matter.

Deborah K. Guenzel
Deborah K. Guenzel

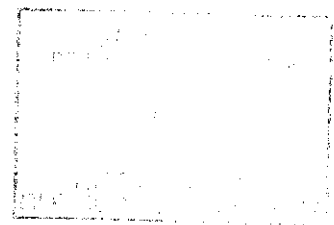
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of September, 2006, before me a notary public in and for said county and state personally appeared Deborah K. Guenzel, known to me to be the identical individual who has read the foregoing Receipt, knows the contents therein, believes the facts contained above to be true and correct, and acknowledges that she has executed this instrument as her voluntary act and deed.

October SUBSCRIBED AND SWORN TO BEFORE ME, Notary Public, on the 2 day of _____, 2006.




Meryl Lohaus
Notary Public




C. JOHN GUENZEL, III,) DOC. 1042 NO. 731
)
Plaintiff,)
)
vs.) **CERTIFICATE**
)
DEBORAH K. GUENZEL,)
)
Defendant.)

Deborah K. Guenzel
Deborah K. Guenzel

On this ____ day of September, 2006, before me a notary public in and for said county and state personally appeared Deborah K. Guenzel, known to me to be the identical individual who has read the foregoing Receipt, knows the contents therein, believes the facts contained above to be true and correct, and acknowledges that she has executed this instrument as her voluntary act and deed.

 GENERAL NOTARY - State of Nebraska
SHERYLL L. LOHAUS
My Comm. Exp. Aug. 8, 2007


Notary Public

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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

C. JOHN GUENZEL, III,)	DOC. 1042 NO. 731
)	
Plaintiff,)	
)	
vs.)	RECEIPT
)	
DEBORAH K. GUENZEL,)	
)	
Defendant.)	

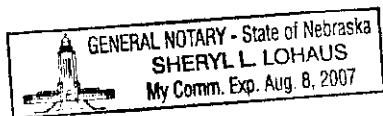
Deborah K. Guenzel, Defendant herein, hereby disclaims any interest she may have whether those claims would be legal, marital, equitable, contractual or otherwise in the entity known as SJTJ, Inc. referred to in paragraph 12.c. of the Property Settlement Agreement approved by the Court in the above-entitled matter.

Deborah K. Guenzel
Deborah K. Guenzel

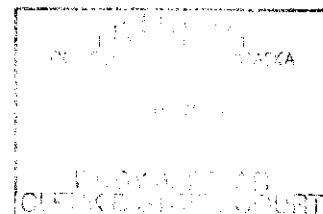
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of October, 2006, before me a notary public in and for said county and state personally appeared Deborah K. Guenzel, known to me to be the identical individual who has read the foregoing Receipt, knows the contents therein, believes the facts contained above to be true and correct, and acknowledges that she has executed this instrument as her voluntary act and deed.

SUBSCRIBED AND SWORN TO BEFORE ME, Notary Public, on the 2 day of October, 2006.



Sheryl L. Lohaus
Notary Public



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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

C. JOHN GUENZEL, III,

Plaintiff,

vs.

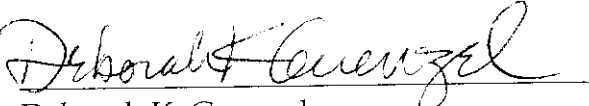
DEBORAH K. GUENZEL,

Defendant.

DOC. 1042 NO. 731

RECEIPT AND SATISFACTION

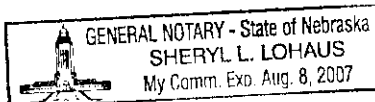
COMES NOW, Deborah K. Guenzel, Defendant herein, and hereby acknowledges receipt of the all sums, assets, accounts or assets of equivalent value which were awarded to her pursuant to sections 11., subparagraphs a., b., c., d. and e. of the Property Settlement Agreement approved by the Court on the 5th day of September, 2006 and hereby satisfies the docket accordingly.

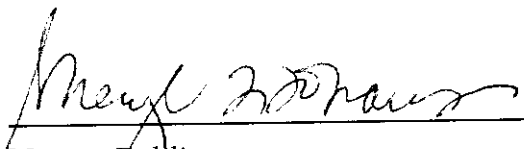

Deborah K. Guenzel

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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October SUBSCRIBED AND SWORN TO BEFORE ME, Notary Public, on the 2 day of October, 2006.




Notary Public

