

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

SAMUEL MURANTE, SR.,

Plaintiff,

vs.

GLORIA A. MURANTE,

Defendant.

DOC. 1115 PAGE 210

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DECREE OF DISSOLUTION
OF MARRIAGE

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CLERK DISTRICT COURT

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

I. JURISDICTION

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



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

II. DISSOLUTION

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

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

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

III. ALIMONY/SPOUSAL SUPPORT

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

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

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

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

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

DATED this 7th day of April, 2011.

BY THE COURT:



Gary B. Randall
District Court Judge

PREPARED AND SUBMITTED BY:

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

APPROVED AS TO FORM AND CONTENT:



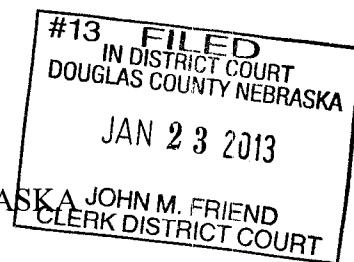
Samuel Murante, Sr.



Gloria A. Murante



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Defendant.

STATE OF NEBRASKA)


) ss:

COUNTY OF DOUGLAS)

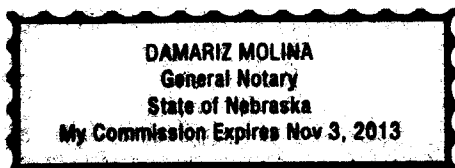
Before me, the undersigned authority, personally appeared David J. Lanphier ("Affiant") who, after being sworn, states as follows under oath, of his own personal knowledge, based on the affidavit of Gloria Murante, that:

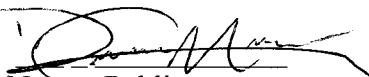
Neither the decree nor the property settlement agreement in this matter contain a provision that constitutes a judgment against real estate

FURTHER AFFIANT SAITH NOT.


 David J. Lanphier
 BROOM, CLARKSON, LANPHIER
 & YAMAMOTO
 1722 St. Mary's Avenue
 310 Flatiron Building
 Omaha, Nebraska 68102
 (402) 346-8323

Subscribed and sworn to before me this 31st day of December, 2012.




 Notary Public