IN THE IOWA DISTRICT COURT, IN AND FOR JONES COUNTY
IN RE: THE MARRIAGE OF LANDIS L. MOHR AND RENEE L. MOHR

UPON THE PETITION OF **LANDIS L. MOHR,** **DOB: 05-25-70,** **Petitioner,** **AND CONCERNING** **RENEE L. MOHR,** **DOB: 12-08-78,** **Respondent.**	)	**EQUITY NO. CDDM 000984** **JUDGMENT AND DECREE** **RE: DISSOLUTION OF MARRIAGE**

FILED
2003 FEB 27 AM 9:57
CLERK OF DISTRICT COURT
JONES COUNTY, IOWA

AND NOW, on this 28 day of Feb, 2003, the above-captioned matter was presented to the Court.

The Court, having examined the file in this matter, including the Original Notice and Acceptance of Service, that the Respondent is not under any disability; that the Parties have requested the waiver of conciliation procedures and the ninety (90) day waiting period. The Court finds that it has full and complete jurisdiction of both the parties and the subject matter.

The Court, having reviewed the file, having been fully advised and satisfied in the premises, and having considered the applicable provisions of Section 598.21 of the Iowa Code, finds that there has been a breakdown of this marriage relationship to the extent that the legitimate objects of matrimony have been destroyed, and there remains no reasonable likelihood that this marriage can be preserved.

The parties have filed a Stipulation of Agreement that the parties contend to set forth their complete and total agreement in regard to all issues associated with this Dissolution of Marriage Action. Based upon the evidence presented, a review of the Stipulation of Agreement, and consideration of the applicable provisions of Iowa Code Section 598.21, the undersigned finds that the Stipulation should be approved.

The Court further finds that the parties Stipulation of Agreement provides for the presentation of this matter to the Court without the presence of both parties and without notice to either party.

IT IS THEREFORE ORDER BY THE COURT that the marriage of the parties is hereby dissolved and that the bonds of matrimony now existing between them be and the same are hereby set aside. Both parties are hereby restored to all rights and privileges of an unmarried person.

IT IS FURTHER ORDERED BY THE COURT that the Stipulation signed by the parties and on file herein is approved and confirmed, and Judgment is entered in accordance with said Stipulation. Said Stipulation is, by this reference, incorporated as if it were fully set forth verbatim herein.

Court costs are to be paid one-half by the Petitioner and one-half by the Respondent.

Clerk to Notify.

JUDGE OF THE SIXTH JUDICIAL DISTRICT OF IOWA
L. Vern Robinson

Court is divided the parties have similar incomes

Approved as to form and content:

Landis L. Mohr, Petitioner

Renee L. Mohr, Respondent

Costs $150.00

Date: 2/28/03
Mailed To: L Mohr
R Mohr

BY: LCW
Clerk's Personnel

2/28/03
cc N. Stuttmatter
P.M.

IN THE IOWA DISTRICT COURT IN AND FOR JONES COUNTY
IN RE: THE MARRIAGE OF LANDIS L. MOHR AND RENEE L. MOHR

UPON THE PETITION OF LANDIS L. MOHR, DOB: 05-25-70, Petitioner,	)	EQUITY NO. CDDM 000978
AND CONCERNING RENEE L. MOHR, DOB: 12-08-78, Respondent.	)	STIPULATION of AGREEMENT re: DISSOLUTION OF MARRIAGE

FILED
2003 JAN 24 PM 1:47
CLERK OF DISTRICT COURT
JONES COUNTY, IOWA

Petitioner and Respondent state that it is the desire of the parties to settle all matters, rights and obligations arising from their marriage without the necessity of judicial determination thereof. In consideration of the mutual promises stated herein, the parties agree and stipulate to the following terms and conditions relating to child custody, visitation, child support, property and debt division, alimony, attorney fees, child support and Court costs.

Each party agrees to accept the payment and conveyances to be made by the other party as herein provided as an equitable division of the property now owned by the parties in settlement of all rights in and to the property of the other, and in settlement of all claims and demands of every character arising out of the marriage of the parties. The parties request that the Court incorporate in its Decree of Dissolution, by reference, all terms of this Stipulation of Agreement.

After the execution of this Stipulation of Agreement, the parties consent that this matter may be presented to the above-named Court at any time, without the presence of or prior Notice to the other party. The parties further stipulate that there has been a breakdown of the marriage relationship to the extent that the legitimate objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved. The parties also stipulate and agree that conciliation would not preserve the marriage, and therefore jointly waive further conciliation.

1. **CHILD CUSTODY.** The parties' only minor child from the marriage is Landon Mohr, age 4, born September 7, 1998. The Parties agree that this child shall be placed in the joint legal custody of the parties. The parties shall have shared physical care of the child. Both parties live in the same town, Hopkinton, Iowa, and enjoy an excellent relationship with the child. Each party has ample opportunity to spend quality time with the child and to provide for the physical and emotional needs of the child.

2. **CHILD SUPPORT, HEALTH INSURANCE/CHILD CARE.** The minor child is currently insured under the Respondent's health insurance plan through her employer and this status will continue. The parties agree to equally split the expenses pertaining to health insurance for the child, medical/dental expenses not covered by insurance, and necessary child care expenses and day to day living expenses for the child.

3. **HOUSE.** The Petitioner shall be awarded the marital home at 108 3rd Street, Hopkinton, Iowa, and legally described as:

Lots Three (3) and Four (4), Block Four (4), H.A. Carter's Addition to Hopkinton, Iowa

which is subject to a mortgage to Citizens State Bank. Petitioner agrees to refinance this mortgage so as to remove Respondent's name therefrom within sixty (60) days from the entry of a Decree of Dissolution of Marriage herein.

4. **MOTOR VEHICLES.** Respondent shall be awarded the 1997 Mitsubishi car and be responsible for the lien thereon owed to Citizens State Bank and shall refinance said lien to remove Petitioner's name thereon.

The Petitioner shall be awarded the 1986 Ford Van and 1985 Chevy Cavalier.

5. **PERSONAL PROPERTY.** The parties have already divided the personal property between them. Each party shall be awarded such personal property in his or her possession respectively.

6. **DEBTS.** With the exception of the house mortgage which Petitioner will assume, each party shall be responsible for debts in his or her name respectively and shall hold the other harmless thereon. The parties have no joint debts other than the house mortgage and the car loan on the 1997 Mitsubishi.

7. **INCOME TAX RETURNS.** The parties agree that if a tax deficiency is found to exist for a year during which the parties were married, that the Party found to be responsible for same shall be fully responsible for same and shall hold the other harmless from the enforcement thereof. In addition, the Responsible party shall reimburse the other for any and all attorney fees incurred by the non-responsible party in defending against any alleged prior tax deficiency.

8. **TAX EXEMPTION.** The parties shall alternate from year to year claiming the tax exemption for their child, Landon Mohr.

9. **WAIVING OF WAITING PERIOD.** The parties are currently separated and have amicably agreed upon the division of assets, debts, and their respective responsibilities toward their minor child. Neither party is

interested or requests reconciliation procedures and no benefit would be derived from waiting the statutory ninety (90) days to obtain a Decree of Dissolution. Each party is anxious to seek refinancing on the aforementioned house and automobile in order to remove the other's name thereon and this cannot be done until the divorce is finalized. The parties request the Court to waive the ninety (90) day waiting period and to enter a Decree of Dissolution of Marriage herein at this time.

10. **LEGAL REPRESENTATION.** Both parties have had ample opportunity to consult with a lawyer in regard to this Stipulation and all aspects of this Dissolution of Marriage Action.

11. **NOTICE.** Both parties are agreeable that this matter can be presented to the District Court for approval and incorporation into a Decree of Dissolution of Marriage at any time without any further notice to either party.

Agreed to by the undersigned on this 23 day of ~~September~~ January, ~~2002~~ 2003.

1-23-03 1-23-03

LANDIS L. MOHR, Petitioner **RENEE L. MOHR, Respondent**

DELAWARE COUNTY IOWA
FILED
2004 AP 30 PM 4:0
BOOK 2004 PAGE 1465
DEBORAH L. PEYTON
DELAWARE CO RECORDER
31.00

CERTIFICATE
I, Sharon K. Modracek, Supervising Clerk of the District Court in the State of Iowa, in and for Jones County, do hereby certify that this is a true and complete copy of the original instrument(s) filed in this office consisting of 3 pages. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said county at my office in Anamosa, Iowa, this 24 day of January 2003
SHARON K. MODRACEK
Supervising Clerk of the District Court
By Lori Wagner Deputy

ENV Lenders Management Corp.
954 North Main Ave.
Sioux Center, IA 51250