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Document 2005 2092

Book 2005 Page 2092 Type 06 017 Pages 8
Date 5/10/2005 Time 8:44 AM
Rec Amt \$42.00

Judy A Burdess
PO Box 662
Indianola IA 50125-0662

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

IN THE IOWA DISTRICT COURT FOR WARREN COUNTY

In re the Marriage of JUDY ANN BURDESS and REUBEN OWEN BURDESS
 Upon the Petition of, :
 JUDY ANN BURDESS, : D.M. No. 8-212
 Petitioner, :
 and Concerning : DECREE OF DISSOLUTION
 REUBEN OWEN BURDESS, : OF MARRIAGE
 Respondent. :

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 1990 SEP -5 PM 3:30
 CLERK OF DIST. COURT
 WARREN COUNTY IOWA
 12-13

BE IT REMEMBERED that on the 1st day of August, 1990, the Petitioner's Petition for Dissolution of Marriage came on for trial. Petitioner and Respondent were present with their respective counsel and the case proceeded to trial. The Court finds:

FINDINGS OF FACT

1. Petitioner was born May 17, 1946, and is presently residing at 952 70th Avenue, Indianola, Warren County, Iowa, 50125, and has been a resident of the State of Iowa more than one year last past; said residence has been in good faith and not for the purpose of obtaining a marriage dissolution only.

2. Respondent was born January 29, 1943, and is presently residing at P.O. Box 395, Ankeny, Polk County, Iowa, 50015, and accepted service of the original notice and petition, as shown by proofs on file, and this Court has jurisdiction of this cause, both of the parties and of the subject matter.

3. That the parties were married February 14, 1965, in Knoxville, Marion County, Iowa, and 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 this marriage can be preserved.

4. That there is no reasonable likelihood that conciliation efforts would preserve the marriage, and therefore conciliation procedures should be waived.

5. More than ninety days have elapsed since the original notice was served.

6. The proposed Decree of Dissolution of Marriage herein has been approved as to form by both Petitioner and Respondent and their respective attorneys.

7. The material allegations of Petitioner's Petition are supported by competent evidence which is uncontroverted, and the marriage should be dissolved.

8. There are two children born of this marriage, namely Tammy Burdess, born April 5, 1969, and Wendy Lee Burdess, born March 28, 1973, and it is in the best interests of the minor child that the primary physical care and control be given to Petitioner with Respondent granted reasonable visitation rights and with joint custody granted to both parties. 12-15

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties are granted an absolute dissolution of marriage, their marriage is terminated, and the parties are restored the status, rights and privileges of single and unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petitioner is granted the physical care, of the minor child of the parties, namely Wendy Lee Burdess, and that both parties shall have joint custody.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for support of the child Respondent shall pay to Petitioner through the Warren County Clerk of Court, Warren County Courthouse, Indianola, Iowa, the sum of \$90.00 per week and includes \$70.00 per week and \$20 per week for health insurance pursuant to the CHILD SUPPORT GUIDELINES and based on the parties respective incomes. Said payments are payable on or before each Friday following the date of this Decree and continuing so long as the minor child either is under the age of 18 years or attending high school, whichever occurs later. The Court shall retain jurisdiction to determine the parents liability for college expenses.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be responsible for half of any non-covered medical expenses for the minor child including physician, hospital, dental, optometrist, psychiatric, psychological, and prescription drugs. 12-14

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any life insurance insuring the life of the Respondent shall be made payable to the minor child, Wendy Burdess, so long as Respondent is ordered to pay child support.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent shall have a right to claim the child as an exemption on his federal and state income tax returns provided he is current on his child support obligation on December 31 of each year.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent shall have reasonable rights of visitation, with the specific intent of the parties being that the Respondent have as open and complete access to the minor child as possible. Visitation shall be conducted in a manner mutually agreed upon by the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the personal property of the parties be divided as follows:

1. 1990 Buick shall be set off to Petitioner
2. 1982 Dodge pickup shall be set off to Respondent
3. 1977 Dodge Automobile is considered by the parties to belong to the minor child Wendy.

72-17

4. The Household goods, farm equipment, guns, and tools have been previously divided by the parties by mutual agreement.
5. The Petitioner's interest in her employers employee stock ownership trust shall be retained entirely by the Petitioner.
6. The riding lawnmower and air pressure tank shall hereafter be the sole property of the Petitioner.
7. The debts owed to Sears, Peoples Bank & Trust, Warren County Bank, Younkers, Montgomery Wards, and Petitioner's Attorney, Ms. Claire Patin, shall be assumed and paid by the Petitioner provided, however, that Respondent shall pay to Petitioner as his share of the joint debts of the parties, the sum of \$1,375.00, which shall be payable to Petitioner on or before the first day of September, 1990. In the event Respondent is unable to obtain financing, he may instead pay \$60.00 per month including interest at 10% simple.
8. Petitioner has also agreed to obtain a loan so as to promptly pay off joint indebtedness of the parties. Any loan proceeds received by the Petitioner whether from a loan contracted by Petitioner or Respondent shall be applied first to any debt for which Respondent is liable. The purpose of this provision is to protect Respondent from liability for any debt.
9. The parties shall equally share the state and federal income tax liability for 1988 and the cost of preparation of the tax returns.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be responsible for those debts incurred by them after the date of separation and which have been for their sole individual purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the homestead owned jointly by the parties located at and legally described as:

Lot one of the Official Plat of the NE 1/4 of the SE 1/4 of Section 13, Township 76N, Range 25 West of the 5th P.M., Iowa.

430-1370

72-18

shall be and is hereby set off to the Petitioner, subject to the debt thereon, and Respondent shall execute a Quit Claim Deed to record the transfer of the property and Petitioner shall hold the Respondent harmless on the debt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the mobile home park owned jointly by the parties located at and legally described as:

West 10 Rods of the South 12 Rods of the NE 1/4 of the SW Quarter; and 1.03 acres in the SE part of the NW 1/4 of the SW Quarter and 2.15 acres in the SW part of the NE Quarter of the SW Quarter, all in the Town of Patterson and located in Miscellaneous Section 29, Township 76 North, Range 26, West of the 5th P.M., Madison County, Iowa,

shall be set off to the Petitioner, subject to the debt thereon, and Respondent shall execute a Quit Claim Deed to record the transfer of this property and Petitioner shall hold the Respondent harmless on the debt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the apartment building owned jointly by the parties located at and legally described as:

Lots 7, 8, and 9 of Block 19, and the South 55 feet of Lots 4, 5, and 6 of Block 19, Jones and Windles Addition to Indianola, Iowa, also known as the SW 1/4 of Block 19, Jones and Windles Addition, and the South 55 feet of the NW 1/4 of Block 19, Jones and Windles Addition to Indianola, Warren County, Iowa

shall be set off to the Respondent subject to any debt thereon and the petitioner shall execute a Quit Claim Deed to record the

430-1371

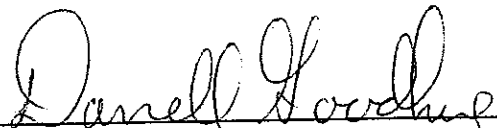
transfer of this property and Respondent shall hold the
Petitioner harmless on the debt.

72-19

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither
Petitioner nor respondent shall receive any periodic alimony nor
are they entitled to receive alimony.

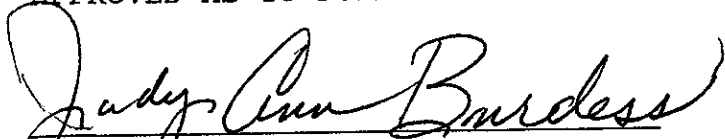
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all
payments ordered herein shall stand as judgments now entered and
execution may issue for any payment which is not made as herein
required.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
costs of this action be equally divided by the parties.




DARRELL J. GOODHUE,
JUDGE, 5TH JUDICIAL DISTRICT OF
IOWA


APPROVED AS TO FORM AND CONTENT:



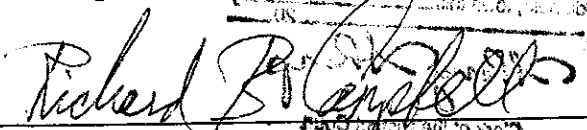
JUDY ANN BURDESS



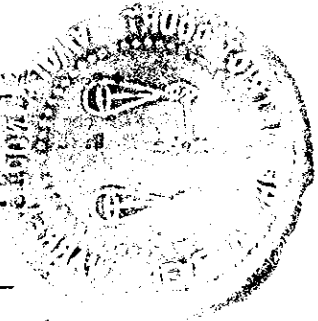
REUBEN OWEN BURDESS

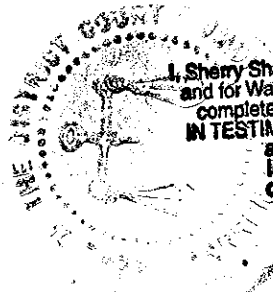


CLAIRE PATIN
Attorney for Petitioner



RICHARD B. CAMPBELL
Attorney for Respondent





CERTIFICATE

I, Sherry Sharp, Clerk of the District Court of the State of Iowa, in and for Warren County, do hereby certify that this is a true and complete copy of the Original Instrument filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office in Indianola, Iowa this May 20 25 day

Sherry Sharp

Clerk of the District Court

by _____ Designee