

FILED

IN THE IOWA DISTRICT COURT FOR MADISON COUNTY

1985 NOV 12 PM 1:25

IN RE: THE MARRIAGE OF MARGARET THRAILKILL AND JOHN E. THRAILKILL

JAYCEE BEERS
CLERK OF DISTRICT COURT
MADISON COUNTY, IOWA

Upon the Petition of: * EQUITY NO. 765

MARGARET THRAILKILL, *

Petitioner, *

and Concerning *

JOHN E. THRAILKILL, * DECREE

Respondent. *

Off 5938500
 to Melissa Thraikill
 RR 1 - Box 168
 Dexter 50070

Use this doc. to
 remove John E from
 Property.

NOW, on this 12 day of Nov, 1985, the above entitled cause coming on for hearing and the Petitioner appearing in person and by her attorney, Wayne H. McKinney, Jr., and the Respondent appearing not nor anyone for him, it appearing to the Court from an inspection of the records that the Respondent has been duly and legally served an Original Notice.

That the following facts are grounds of emergency and necessity that immediate action is warranted or required to protect the substantive rights and interest of Petitioner:

- a. That Respondent left the residence of the parties in October, 1984, and Petitioner has been completeley and solely responsible for all debts and obligations of the parties;
- b. That Petitioner is making payment to Blue Cross and Blue Shield in the amount of \$940.00 every 3 months, which said payment includes the medical insurance on the Respondent;
- c. That Petitioner is paying car insurance on 3 vehicles of which one is in the sole name of Respondents, in the amount of \$30.00 per month;
- d. That Petitioner is a holder of a land contract with Respondent, from which was an inherited farm from Petitioner's father was given; that in 1980 the inherited farm was sold with Petitioner receiving \$50,000.00 as down payment; that \$35,000.00 was spent remodeling the residence of the parties; that \$20,000.00 is received by the parties each and every

year until 1991; that the total sum of \$20,000.00 is the only source of income Petitioner receives per year, however, due to the Respondent's name on said contract, the Petitioner has only received the total sum of \$10,000.00 due to the fact that the bank is holding the remaining \$10,000.00 in case the Respondent decides to claim it;

- e. That Petitioner is not entitled to any social security benefits due to the above-mentioned land contract income;
- f. That Petitioner cannot receive any type of employment due to her health condition and Petitioner has medical reports from doctors substantiating the same;
- g. That the monthly bills of Petitioner come to the approximate figure of \$1,040.00;
- h. That Petitioner has borrowed \$1,000.00 from her daughter to date;
- i. That Petitioner has been the sole financial contributor of this marriage due to the fact that the Respondent did not deposit any of his checks for any reason;
- j. That Petitioner has no means of income until the next year end payment of the land contract comes due which is March, 1986; that the bank will not release the entire \$20,000.00 to Petitioner as Respondent's name is included on said contract.

That said cause being called to trial in open Court and the Respondent having failed to appear, answer or plead is declared to be in default and his default of record. Thereupon, the cause proceeded to trial upon the issues thus joined and the same was in open Court and the cause was fully submitted and the Court, FINDS:

1. That the Petition for Dissolution of Marriage was filed on May 13, 1985; that Affidavit for Publication for personal service cannot be had on Respondent was filed September 13, 1985, prior to publication of notice pursuant to Rule 60 of the Iowa Rules of Civil Procedure. That Original Notice was served on the

Respondent by Publication pursuant to Rule 60 of the Iowa Rules of Civil Procedure; that Publication of said Notice of Dissolution was published for a period of three consecutive weeks with the last publication there being on October 2, 1985.

Affidavit of Publication has been filed herein pursuant to Rule 63 of the Iowa Rules of Civil Procedure. That the attorney for Petitioner filed an Affidavit stating that no mailing address is known and that diligent inquiry has been made to ascertain the last known address of the Respondent pursuant to Rule 60.1. That Motion for Decree During Waiting Period has been granted; that the Respondent failed to enter an Appearance.

2. That the Court has jurisdiction of the subject matter of this cause of action and the parties thereto.

3. That the Petitioner waives the conciliation procedure.

4. That the material allegations of the Petitioner's Petition are supported by competent evidence, which is uncontroverted, and the Court is satisfied from the evidence presented, 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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage heretofore existing between the parties is hereby dissolved, set aside, and the parties are hereby restored to the rights and privileges of unmarried persons.

~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner be awarded title to the real estate located in Madison County, Iowa, and legally described as follows:~~

~~Lot 6, 7, 8 and 9 in Block 16, of the Original Town of Earlham, Madison County, Iowa,~~

~~free and clear of any claim on the part of the Respondent.~~

IT IS FURTHER ORDERED, ADJUDGED AND DECREEE that each of the parties is hereby awarded the personal property currently in his or her possession.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner shall no longer be liable for making payments to Blue Cross and Blue Shield to include medical insurance on the Respondent. That

the Respondent shall assume and make payments for his own medical insurance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent shall have no interest and no legal title in a land contract pertaining to a farm Petitioner inherited from her father and was sold in 1980, legally described as follows:

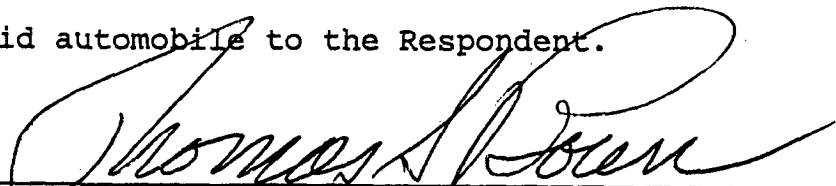
The Northwest Quarter (NW $\frac{1}{4}$) of the West One-Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Five (35), Township Seventy-Seven (77) North, Range Twenty-Nine (29), West of the 5th P.M., Madison County, Iowa.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petitioner shall be entitled to all interest in regard to said land contract involving land as legally described in prior Order free and clear of any claim on part of the Respondent. That the Petitioner shall be entitled to payments by Farmer's Merchant Bank in Winterset, Iowa that have been withheld, and future payments of said land contract free and clear of any claim on part of the Respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent shall assume and pay all the obligations of these parties concerning any past tax or current tax, both State Income Tax and Federal Income Tax, liabilities prior to the date of this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petitioner shall be awarded the 1976 Chevy truck and the 1977 Ford automobile of the parties. The Respondent is ordered to execute all necessary documents to transfer title to said vehicles to the Petitioner. Further, if the Respondent does not execute the said documents to transfer the titles of the aforementioned vehicles to the Petitioner, the Treasurer of Madison County is ordered to transfer said titles.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent shall be awarded the 1981 Chevy truck of the parties. The Petitioner is ordered to execute all necessary documents to transfer title of said automobile to the Respondent.


JUDGE OF THE FIFTH JUDICIAL DISTRICT OF IOWA

74

C3788

Margaret Throckill

VS.

John E. Throckill

Filed with COT's

10-4-89

Becky

REMOVE

John E

leaving

Margaret's

name only

File in COT