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FILED NO 1965
BOOK 35 PAGE 87
1984 MAY -1 AM 9:55
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $21.00

AFFIDAVIT

I Craig Wambold attest that Marilyn Jane Wambold and M. Jane Wambold are one of the same. I also attest that a decree for dissolution of marriage was dated and filed on July 12th 1977 in Appanoose County State of Iowa. (a copy of which is attached) I also attest that a property settlement was agreed to on June 16th 1977 and filed July 6th 1977 in Appanoose County State of Iowa. (acopy of which is attached.

Forbes T. Hanson
Witness

Craig Ed Wambold
Craig Wambold

Subscribed and sworn before me this 30th day of April, 1984

DELCIE BRAMAN NOTARY PUBLIC POLK COUNTY, IOWA

Debbie Braman
Notary Public in and for State of Iowa

My Commission Expires: 9/7/86

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IN THE DISTRICT COURT OF IOWA, IN AND FOR APPANOOSE COUNTY

In re: The Marriage of MARILYN JANE WAMBOLD and CRAIG E. WAMBOLD

UPON THE PETITION OF	DM NO. 463
MARILYN JANE WAMBOLD, Petitioner,	
AND CONCERNING	
CRAIG E. WAMBOLD, Respondent.	DECREE FOR DISSOLUTION OF MARRIAGE

FILED JUL 12 PM 9:36

BE IT REMEMBERED that on this 15th day of July, 1977, the above matter comes on for hearing in its regular order and this cause being called in open Court and MILANI, P. C., Attorneys at Law, appearing for the Petitioner herein and the Petitioner being in Court in person and the Respondent, having been served by Original Notice of this action on the 9th day of November, 1976, is subject to the jurisdiction of the Court, and has consented to this matter proceeding to judgment and decree by way of his Appearance and Answer filed November 22, 1976 herein. It is further appearing to the Court that the Petitioner has been for the last year a resident of the State of Iowa, and that the maintenance of this residency has been in good faith and not for the purpose of obtaining a marriage dissolution only, and that this Court has jurisdiction of this cause and of the parties and subject matter.

Said cause being called to trial in open Court and the Respondent having consented to the entry of a judgment and decree by way of his appearance and answer filed November 22, 1976 herein, the Court thereupon proceeded to trial in open Court and having heard evidence of the witnesses produced, sworn and examined and other proof offered and having heard the

arguments of counsel and being fully advised in the premises, FINDS:

THAT the allegations of Petitioner's petition are material and true and 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.

THAT neither of the parties herein have made application or request for conciliation procedures and that good cause has been shown to waive conciliation and that said conciliation procedures are hereby waived.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED by the Court that the marriage heretofore existing between the Petitioner, Marilyn Jane Wambold, and the Respondent, Craig E. Wambold, be and the same is hereby dissolved and that the parties hereto are restored to all rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that for good cause shown the conciliation procedures are hereby waived.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the terms and provisions of the Stipulation and Property Settlement Agreement signed by the parties hereto providing for division of property, payment of debts, and payment of attorney fees and court costs be incorporated by reference herein as though set forth in full.

DATED this 15th day of July, 1977.

/s/ Arthur G. McGiverin
JUDGE of the Eighth Judicial District of State of Iowa

APPROVED AS TO FORM:

/s/ Craig E. Wambold
Craig E. Wambold, Respondent

/s/ Robert E. Lee
Robert E. Lee, Attorney for Respondent

Clerk of District Court
By ____ Deputy

IN THE DISTRICT COURT OF IOWA, IN AND FOR APPANOOSE COUNTY

In re: The Marriage of MARILYN JANE WAMBOLD and CRAIG E. WAMBOLD		
UPON THE PETITION OF	:	
	:	DM NO. 463
MARILYN JANE WAMBOLD,	:	
	:	
Petitioner,	:	
	:	
AND CONCERNING	:	
	:	STIPULATION AND PROPERTY
CRAIG E. WAMBOLD,	:	SETTLEMENT AGREEMENT
	:	
Respondent.	:	

FILED JUN 16 1977 10:27 A.M.

THIS AGREEMENT entered into this 16th day of June, 1977, by and between Marilyn Jane Wambold, hereinafter referred to as Petitioner, and Craig E. Wambold, hereinafter referred to as Respondent,

W I T N E S S E T H :

WHEREAS, the parties were married on the 9th day of June, 1968; and

WHEREAS, that there is now on file in the office of the Clerk of the District Court a dissolution of marriage action wherein Marilyn Jane Wambold is Petitioner and Craig E. Wambold is Respondent, and the Petition for Dissolution of Marriage was filed on the 5th day of November, 1976; and

WHEREAS, the parties desire to make a full, complete, final and permanent settlement of any property rights and interest and any and all claims of every kind and nature which have arisen, now exist or might hereafter arise because of the marriage relationship of the parties,

NOW, THEREFORE, for good and valuable consideration, each received by the other, the parties hereto hereby stipulate and agree as follows:

I. EFFECTIVE DATE. This agreement shall become binding upon the parties and their legal representatives, successors and

obligation immediately following the granting of final decree providing that the provisions of this agreement are approved by the Court in which such present proceedings have been instituted. In the absence of the granting of a decree or the approval of the Court, the provisions of this agreement shall be null and void and of no force and effect.

II. DIVISION OF PROPERTY. All property that either Petitioner or Respondent now have or which she or he may become entitled to, whether acquired prior to or subsequent to the marriage of the parties hereto, shall be the separate property of the Petitioner or Respondent as follows:

1. Petitioner shall be awarded the party's real estate in Appanoose County, Iowa, to wit:

Lot 13 and the North Half of Lot 16 in Block 1 in G. W. Stewart's Addition to Centerville, Appanoose County, Iowa.

and the Respondent shall execute such documents as are necessary to convey title to Petitioner solely.

2. Petitioner shall, subject to subparagraph 5 hereafter, grant and convey all interests she may have in the Real Estate Contract the parties have entered into with one Doctor Cockrum for 80 acres of real estate located in Madison County, Iowa, and Petitioner shall further take whatever steps are necessary to release any and all interest she may have in said real estate.

3. Petitioner shall be awarded the 1969 Chrysler and the 1963 Ford automobiles and shall assume all indebtedness thereon.

4. Respondent shall be awarded the ~~1975~~ 1976 Mazda automobile and shall assume all indebtedness owing thereon.

6/16/76 1:28 PM

5. Respondent shall pay to Petitioner an amount equal to one-half of the 1976 principal and interest payment on the Farm Contract referred to in subparagraph 2 above as follows:

> One-fourth of said amount prior to July 1, 1977, one-fourth prior to February 1, 1978, one-fourth prior to July 1, 1978, and the final one-fourth payment prior to February 1, 1979.

III. DEBTS. Each party shall be responsible for and pay all indebtedness contracted by the respective party after the parties date of separation, and in addition the Respondent shall be responsible for and pay the following utility bills incurred at the party's former residence in Centerville, Iowa: (1) indebtedness to Iowa Southern Utilities as of May 1, 1977 in the approximate amount of $325.00; (2) indebtedness to Continental Telephone Company as of May 10, 1977 in the approximate amount of $49.50.

Respondent shall be further responsible for and pay the party's indebtedness to the ASCS Credit Union in the approximate amount of $2,300.00.

IV. ATTORNEY FEES AND COURT COSTS. Each party shall be required to pay their respective attorney's fees and the parties shall split the Court costs involved in this action.

V. WAIVER OF SUPPORT RIGHTS. Except and unless expressly provided herein, each party shall be fully released by the other from any obligations for alimony, support, maintenance, attorney fees and Court costs, and each party accepts the provisions herein in full satisfaction of all obligations for support or otherwise arising out of the marital relationship of the parties. Each party, except with the obligations imposed herein, hereby releases the other party and his or her respective legal representatives, successors and assigns, of any claim of any kind

and unconditionally relinquish any right, title or interest in or to any earnings accumulations, future investments, money or property of the other party.

Marilyn Jane Wambold, Petitioner

Craig E. Wambold

Craig E. Wambold, Respondent

STATE OF IOWA, COUNTY OF APPANOOSE, ss:

I, Marilyn Jane Wambold, after having been first duly sworn on oath, depose and state that I am the Petitioner in the above captioned matter; that I have read the foregoing Stipulation and Property Settlement Agreement and that the facts and allegations contained therein are true and correct as I verily believe.

Marilyn Jane Wambold, Petitioner

Subscribed and sworn to before me this 6th day of June, 1977.

THOMAS L. ANDERS
MY COMMISSION EXPIRES
17

Notary Public in and for State of Iowa

STATE OF IOWA, HUMBOLDT COUNTY, ss:

I, Craig E. Wambold, after having been first duly sworn on oath, depose and state that I am the Respondent in the above captioned matter; that I have read the foregoing Stipulation and Property Settlement Agreement and that the facts and allegations contained therein are true and correct as I verily believe.

Craig E. Wambold, Respondent

Subscribed and sworn to before me this 16 day of June, 1977.

Notary Public in and for State of Iowa

GAYLE I. EVERHARD
My Commission Expires
September 30, 1977

STATE OF IOWA, APPANOOSE COUNTY, ss:
I, [illegible], Clerk of the District Court of Appanoose County, Iowa, a Court of Record, do hereby certify that I have carefully compared the foregoing copy of a record in my office, and that the same is a true and correct copy of the original record and the whole thereof.
July 12 19 77
[illegible] Clerk of District Court
By [illegible] Deputy