

**FILED DISTRICT COURT
Third Judicial District**

JAN 02 2013

SALT LAKE COUNTY

By: _____
Deputy Clerk

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Attorneys for Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

MARK C. OVERDEVEST,

Petitioner,

v.

CRYSTAL L. OVERDEVEST,

Respondent.

DECREE OF DIVORCE

Civil No: 124906723

Judge: Robert Faust
Commissioner: Joanna Sagers

This matter having been submitted to the Court, the Petitioner having filed a Verified Petition for Divorce, and the Respondent having signed her Acceptance of Service, Summons and Verified Petition for Divorce, Appearance, Consent to Default, and Waiver on December 17, 2012, wherein the Respondent specifically consents to the entry of a Decree of Divorce, based upon the terms of the Verified Petition for Divorce; and the Court having reviewed the files and records herein and being otherwise fully advised in the premises; and the Court having made and entered its Findings of Fact and Conclusions of Law, now therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Decree of Divorce. The Petitioner is hereby awarded a Decree of Divorce from Respondent, the same to be final upon signature by the court and entry.

2. Alimony. Neither party is awarded any alimony. The parties entered into a Premarital Agreement on August 23, 2010, and alimony was mutually waived under the parties Premarital Agreement.

3. Residential Real Property. The Petitioner is awarded the home and real property located at 2162 Belaire Drive, Salt Lake City, Utah 84109, as his sole and separate property free of all right, title, interest and claim of Respondent, except for the payment of the percentage interest due Respondent under the vesting schedule under the Premarital Agreement. The fair market value of the property is \$500,000.00 and there is a mortgage on the property of \$283,747.01 so the net equity in the property is \$216,252.09. Under the terms of the Premarital Agreement, for each year of the marriage from years 1 through 7, Respondent is entitled to acquire an equitable interest of 7.14% of the equity in the property so that at the end of the 7 year period she would own a 50% interest in the equity in the home. Respondent is entitled to payment at 50% equity over the 7 years or an annual accrual at the rate of .07142857 which equals \$15,446.58 per year or a per diem rate of \$42.32. The parties have been married since August 24, 2010, or 845 days as of December 17, 2012, the date of the filing of the complaint. Accordingly, Respondent is entitled to a payment of \$35,760.40 from the date of the marriage to the filing calculated as follows: $\$15,446.5846 \text{ per year} \div 365 \text{ days} = \$42.32 \text{ per diem} \times 845 \text{ days} = \$35,760.40$.

4. Credits for Payments of Equity. Petitioner paid Respondent \$4,000.00 in cash and will transfer to her a pre-marital Subaru with a value of \$7,000.00. Accordingly, the balance of the payment for equity in the house which is due after the Decree is entered is reduced to \$24,760.40.

5. Investment Real Property. Petitioner is awarded his interest in the investment rental property located at 2168 Belaire Drive, Salt Lake City, Utah 84109, as his sole and separate property free and clear of any claim by Respondent.

6. Wells Fargo Checking and Savings. Petitioner is awarded the checking account at Wells Fargo Bank with a balance of \$1,108.72 and a savings account with a balance of \$1.50, free of all right, title, interest, and claim of Respondent.

7. Retirement IRA Number 92890. Petitioner is awarded the IRA retirement accounts with TD Ameritrade with a balance of \$20,042.23, as his sole and separate property free and clear of any claim by Respondent.

8. Retirement IRA Number 92885. Petitioner is awarded the IRA retirement account with TD Ameritrade which has a fluctuating balance but is currently in the amount of \$11,844.63, as his sole and separate property free and clear of any claim by Respondent.

9. Stocks. Petitioner is awarded the stocks held in account number xxx4418 which has a balance of \$545.54, as his sole and separate property free of all rights, interest, and claim of Respondent.

10. Quality Nine Stores. Petitioner is awarded all interest in the certain properties known as the Quality Nine Stores as his sole and separate property free and clear of any claim by Respondent.

11. Household Furnishings. The parties household furniture, furnishings, appliances, goods and personal effects have already been divided in an equitable manner and each party is awarded the household furniture and other personal property now in their respective possession.

12. Vehicles. Respondent is awarded the Subaru worth \$7,000.00. Petitioner is awarded the 2012 Toyota Prius. Both parties shall convey any necessary change in title to the cars free and clear of all right, title, interest or claim by the other party, subject to any debts and obligations, taxes and insurance on their respective vehicles.

13. Retirement Accounts. Respondent is awarded any retirement plan or 401 K or any other type of retirement account held in her name.

14. Medical and Dental Insurance. Each party shall be responsible for their own medical and dental insurance and expenses after the divorce. Respondent shall advise Petitioner of his options under COBRA to continue coverage.

15. Life Insurance. Petitioner has no policy of life insurance. Respondent has a policy of Life Insurance naming Petitioner as the beneficiary which she can change as she elects.

16. Debts and Obligations. The parties debts and obligations shall be allocated between the parties as follows:

a) The Petitioner shall assume, pay and hold Respondent harmless on any and all debts in his separate name.

b) The Respondent shall assume, pay and hold Petitioner harmless on any and all debts in her separate name.

c) Each party shall assume, pay and hold the other harmless on all debts and obligations incurred subsequent to the date of the parties' separation including living expenses.

20. Attorney's Fees. Each party shall pay their own attorney's fees and costs incurred in this matter.

21. Taxes. The parties have filed federal and state tax returns for the last two years and there are no taxes owing. Any refund shall be divided equitably based on the tax returns.

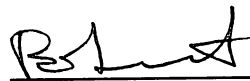
22. Maiden Name. Respondent may return to the use of her maiden name, Crystal Lee Mills, at any time in the future if she decides to do so.

23. Notice to Creditors. The parties shall inform their creditors of the allocation of the debts between the parties as authorized by Utah Code Ann. § 15-4-6.5(3) (b) (1953 as amended).

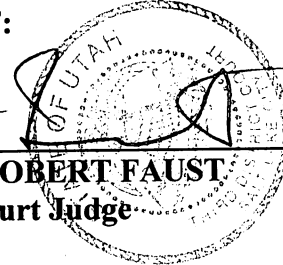
24. Mutual Cooperation. Each party shall cooperate with the other through counsel or otherwise to effect changes in title within thirty (30) days of the entry of the Decree of Divorce in this matter unless otherwise set forth above, to effect changes in property to be distributed, to change the names and responsibilities for payment on the charge accounts and other debts allocated between the parties, and to cooperate in each and every other way necessary and proper to ensure that the terms of the Decree of Divorce are carried out in every detail.

DATED this 24th day of January, 2013.

BY THE COURT:



HONORABLE ROBERT FAUST
Third District Court Judge



Approved:



Crystal Mills Overdevest
Respondent, *Pro Se*

CERTIFICATE OF SERVICE

I hereby certify that I caused to be hand delivered, a true and correct copy of the foregoing this 19 day of December, 2012 to:

Crystal L. Overdevest
1990 View Street
Salt Lake City UT 84106

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