

Online Court Assistance Program

Name: **Marvin Kent Naisbitt**
Address: **2520 South 500 West #20**
Bountiful, UT 84010-
Phone: **(801) 540-4601**
Email: **kentn24@gmail.com**
Pro Se **I am the Petitioner**

IN THE SECOND JUDICIAL DISTRICT COURT
OF DAVIS COUNTY, STATE OF UTAH
Second District Court, 800 West State Street, P.O. Box 769, Farmington UT 84025

Marvin Kent Naisbitt,
Petitioner,

vs.

Cheryl Ann Naisbitt,
Respondent.

**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 184700443

Commissioner: Morgan

Judge: Connors

This divorce action is before the court on **Marvin Kent Naisbitt's** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. **Marvin Kent Naisbitt** is granted a divorce based on his Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. There are no children from this marriage.

PERSONAL PROPERTY

3. The following vehicles are divided as indicated:

a. **Marvin Kent Naisbitt** is awarded the following vehicles:

- i. **Kawasaki, KLR 650, 2008**
Estimated current value: **\$2,000.00**

b. The following vehicles are divided as described.

- i. **Chevy , Silverado 2500 HD Crew Cab, 2001**
Estimated current value: **\$3,100.00**

Divide as follows: Cheryl has been using it since the separation 6 months ago, have agreed that when she is able to buy herself a new vehicle that the truck will go back to Kent Naisbitt

4. The following bank and credit union accounts are divided as indicated:

- a. Account number: **1150**
Name of Institution: **Mountain America Credit Union**
Account Balance: **\$133.13**
Divide as follows: **Award to party whose name is on the account.**
- b. Account number: **1150**
Name of Institution: **Mountain America Credit Union**
Account Balance: **\$371.78**
Divide as follows: **Award to party whose name is on the account.**
- c. Account number: **0163**
Name of Institution: **Mountain America Credit Union**
Account Balance: **\$2.87**
Divide as follows: **Award to party whose name is on the account.**
- d. Account number: **4366**
Name of Institution: **Mountain America Credit Union**
Account Balance: **\$200.00**
Divide as follows: **Award to party whose name is on the account.**
- e. Account number: **4366**
Name of Institution: **Mountain America Credit Union**
Account Balance: **\$0.00**
Divide as follows: **Award to party whose name is on the account.**

5. The following personal property is divided as indicated:

- a. **Marvin Kent Naisbitt** shall receive the following property:
- b. **Cheryl Ann Naisbitt** shall receive the following property:
- c. The following property will be divided as described.
- i. Property Item: **Dog - Persephone**

- Divide as follows: **Cheryl to have Primary physical custody, due to current circumstances, Kent and Cheryl to have Joint Legal custody**
- ii. Property Item: **Dog: Loki**
Divide as follows: **Cheryl to have Primary physical custody, due to current circumstances, Kent and Cheryl to have Joint Legal custody**
 - iii. Property Item: **Dog: Apollo**
Divide as follows: **Cheryl to have Primary physical custody, due to current circumstances, Kent and Cheryl to have Joint Legal custody**
 - iv. Property Item: **Dog: Yue**
Divide as follows: **Cheryl to have Primary physical custody, due to current circumstances, Kent and Cheryl to have Joint Legal custody**

6. All other personal property shall be divided as the parties have already divided it.

DEBTS

7. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:

- a. Debt owed to: **Extreme Auto**
Description of debt: **Truck Repair**
Amount owed on debt: **\$1,200.00**
The debt will be paid as follows: **Marvin Kent Naisbitt will continue to pay this debt on the condition that Cheryl Ann Naisbitt continue to pay for the full Insurance amount on the 2001 Chevy Truck which she is currently using. If in the future before this debt is paid, Cheryl buys a car and no longer needs the truck, and the truck goes back to M Kent Naisbitt then Cheryl will need to pay 1/2 of the monthly amounts until debt is paid.**
Person to provide creditor Decree of Divorce: **Marvin Kent Naisbitt**

REAL PROPERTY

8. During the course of the marriage, the parties acquired the following real property:

- a. **House:**
 - i. Address: **1729 Stayner Drive, Farmington, Utah 84025- ;**
 - ii. Tax Identification Number: **080370026;**
 - iii. Legal description: **ALL OF LOT 26, OAKRIDGE VILLAGE SUB NO 3. CONT. 0.233 ACRES. .**
 - iv. Mortgage Information and Payments:

This mortgage is: **First Mortgage**
Lender: **America First Credit Union**
Address: **P.O Box 9338, Ogden, Utah 84409**

Amount owed: **\$174,333.00**

Monthly Payment: **\$1,256.00**

Payments after divorce: **Cheryl Ann Naisbitt** shall make all of the payments and be responsible for all costs related to this mortgage.

Notifying Lender: **Cheryl Ann Naisbitt** shall provide the mortgage holder with a copy of the parties' Decree of Divorce.

b. This property shall be divided as follows:

Cheryl Ann Naisbitt and our adult children who currently live in the house, will continue to live in the house. Cheryl Ann Naisbitt will be awarded the home with the condition, that half of the Equity in the house upon selling will be given to Marvin Kent Naisbitt, as determined by the original purchase price of \$200,000 - the current amount owed on the Mortgage at the end of 2017 which was \$174,333 the difference being \$25,667. Therefore, whenever Cheryl Ann Naisbitt sells the home or within 3 months maximum, then she will pay Marvin Kent Naisbitt 1/2 of the current existing equity of the home which is \$12,833.50.

In the event of Marvin Kent Naisbitt death, the proceeds will be due and paid in accordance with Marvin Kent Naisbitt's will or trust at the time of his passing.

ALIMONY

9. Neither party shall be awarded alimony from the other.

RETIREMENT MONEY - PENSIONS AND PLANS

10. The parties have retirement money. The owner of the retirement money (Plan Participant) shall cooperate fully in whatever is necessary for both parties to have full access to all of the information concerning the pension plan, retirement account, moneys and/or benefits, including signing any necessary forms for release of the information to the other party (Alternate Payee). In the event that the owner (Plan Participant) receives any of the retirement money awarded to the other party (Alternate Payee), the owner (Plan Participant) shall receive that money in the form of a constructive trust for the other party (Alternate Payee) and the owner (Plan Participant) is ordered to pay the benefit directly to the other party (Alternate Payee) within five days of its receipt. Information on the pension plans, retirement accounts, moneys and/or benefits and how they are to be divided is listed below:

a. Company: **URS - Utah Retirement System**

- i. Plan Name: **401K**
 - ii. Plan Administrator **Not available at time petition filed.**
 - iii. Account Number **Not available at time petitioner filed.**
 - iv. This plan is in the name of **Marvin Kent Naisbitt**
 - v. Plan Value: **\$21,967.00**
 - vi. **Cheryl Ann Naisbitt will take the amount she currently has in her retirement fund of \$7,000 and add it to Marvin Kent Naisbitt's current 401K Retirement Account which currently is valued at \$31,130 - \$9,163 Loan on 401K which would be \$21,967. So the current total value of both Retirement plans is \$28,967 which will then be divided by 2 and that amount will be given or transferred to Cheryl Ann Naisbitt minus her current Retirement amount from Marvin Kent Naisbitt's 401K Retirement Plan So currently the $\$28,967 / 2 = \$14,483.50 - \$7000$ (Cheryl's current balance) = **\$7,483.50 to be transferred to Cheryl from Kent's (Petitioner's 401K Account)****
 - vii. **Petitioner** shall prepare the Qualified Domestic Relations Order (QDRO) for this plan within **120 days** of the entry of the Decree of Divorce.
- b. Company: **Not available at time petition filed.**
- i. Plan Name: **TSP - IRS**
 - ii. Plan Administrator **Not available at time petition filed.**
 - iii. Account Number **Not available at time petitioner filed.**
 - iv. This plan is in the name of **Cheryl Ann Naisbitt**
 - v. Plan Value: **\$7,000.00**
 - vi. The entire account is awarded to **Cheryl Ann Naisbitt.**

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

11. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

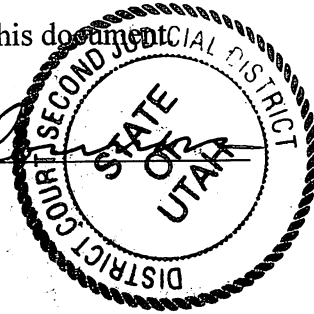
DATED _____

District Court Commissioner

Judge's signature may instead appear at the top of the first page of this document

DATED July 2, 2018

David M. [Signature]
District Court Judge



CERTIFICATE OF DELIVERY

On 3/23/18 (date) I mailed or hand delivered a copy of this
DECREE OF DIVORCE AND JUDGMENT, to:

Cheryl Ann Naisbitt
1729 Stayner Drive
Farmington, UT 84025-

Sign here [Signature]
Marvin Kent Naisbitt