

SEP 27 2024

Salt Lake County

By: _____
Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of
KERI LYNN MONTOYA,

Petitioner,
and
TIM ELBERT MONTOYA,

Respondent.

DECREE OF DIVORCE
AND JUDGMENT

Civil No. 234902684 DA

Judge DIANNA GIBSON

Commissioner DIANNA GIBSON

The above-entitled matter came on for an Agreement of the Parties before Commissioner KIM LUHN on October 17, 2023. Petitioner, KERI LYNN MONTOYA, (herein after referred to as “Keri” or “Petitioner”) appeared remotely representing herself. Respondent, TIM ELBERT MONTOYA, (herein after referred to as “Tim” or “Respondent”) appeared remotely representing himself. The Commissioner received the verbal Partial Stipulation of the parties in regard to the division of personal property and debts, which Stipulation was read into the record by Mediator Pam Pannier. Both parties stated on the record that they heard the stipulation as it was read onto the record and that they understand it and agree that a decree should enter pursuant to the terms of the Verified Petition as modified by the terms of the Partial Stipulation. The Commissioner received and approved the Partial Stipulation. A final Agreement of the Parties before Commissioner KIM LUHN was held November 29, 2023. Petitioner, KERI LYNN MONTOYA, (herein after referred to as “Keri” or “Petitioner”) appeared remotely representing herself. Respondent, TIM ELBERT MONTOYA, (herein after referred to as “Tim” or “Respondent”)

appeared remotely representing himself. The Commissioner received the verbal Stipulation of the parties in regard to the remaining disputed issues, which Stipulation was read into the record by Mediator Pam Pannier. The Commissioner received and approved the Stipulation. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED

1. The Parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

Provisions Relating to Grounds

2. During the course of the marriage the parties have done things that have damaged the marriage beyond repair, and despite best efforts, the marriage can no longer be sustained.

Provisions Relating to the Children of the Marriage

3. There are no children born as issue of this marriage who are not emancipated and none are expected.

Provisions Relating to Debts and Obligations

4. All marital debts and obligations will be taken out of the net proceeds from the sale of the marital home. All overdue utilities and the loan to Keri from her brother that paid the past due mortgage will be paid with the proceeds.

a. The parties are not aware of any other debts from the marriage other than what is listed in paragraph three (3) above. If any debts exist, each debt will be the responsibility of the party who incurred the particular debt.

Provisions Relating to Personal Property

5. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties agree to divide the personal property, as follows:

a. Each party is awarded the vehicle in his or her respective possession, Keri is awarded the Dodge Avenger and Tim is awarded the Ford F150 truck. Both parties agree they will be responsible for the debts and liabilities related to their separate vehicles and will hold the other party harmless from any liability associated therewith. The parties will take all necessary steps to transfer the vehicles into their own names if they have not already done so.

b. Parties agree that Tim shall have all of the antiques and the furniture in the front room and all of the furniture in the guest room except the TV, which shall be awarded to Keri. Both agree that Keri shall be awarded her bedroom furniture, kitchen stuff and the following items from the garage, an amplifier, two speakers, lawn mower, weed eater, lazy boy, washer and dryer, freezer, pool table light, pay phone, and Keri's wedding ring. The pool table and all remaining items in the garage are awarded to Tim.

c. Parties agree that Tim will pick up his half of the property once Keri has moved out of the marital home.

d. Parties agree that Tim may need to modify the protective order to allow him to enter the real property after Keri has moved out.

e. Keri will tell Tim when she has moved out through Tim's mother.

6. In regard to taxes, parties have not filed taxes for the past three (3) years. Parties agree that Keri will provide Tim all of the paperwork needed for tax filing purposes within 30 days of the hearing held on October 17, 2023 and Tim will file and send Keri proof of filing.

Parties agree to split equally any refund received. If the parties end up owing money for taxes, they also agree to equally divide that as well.

Provisions Relating to Real Property

7. During the course of the marriage, the parties acquired certain real property to wit:

a. A home located at **5644 South Treebeard Road, Taylorsville, Utah 84129**, more particularly described as follows: **LOT 121, WESTWOOD #2 SUB 4597-1474 6879-1359 7261-1251 7921-0533 8380-1906 8593-8967,8968 9202-5753.**

b. Both parties agree to sell the marital home and they agree to share information through Tim's mother, an agreed upon third-party, and work together to use friends or family members to make the necessary repairs on the home. Keri will work with the insurance company to receive the payment to make repairs. Both parties agree to use Open Door who will purchase the home. The parties have agreed with Open Doors potential offer of \$474,000, if not more. Both parties will work with their daughter who is currently living in the basement to make a video of the basement and send it to Tim so he can give it to Open Door.

c. All marital debts and obligations will be taken out of the sale proceeds before any monies are distributed. All overdue utilities and the loan to Keri from her brother that paid the past due mortgage will be paid with the proceeds.

d. Tim has agreed to pay half of the mortgage payments that Keri has made on the home the last ten months since their separation. The amount of \$6,375 is the agreed upon amount that will be taken out of Tim's proceeds. Tim will arrange with Open Door to allow Keri to live in the home for three months rent free while she finds another place to live. Open Door will pay

out an initial 7% of the purchase price of the home to the parties. Tim would receive the amount since Keri will be staying in the home rent free. Tim agrees to have his half of the mortgage payments made on the home since separation (\$6,375) deducted from his half of the net proceeds. Keri will get an initial pay out of 20% and the remaining 30% will be paid to her when she moves out of the home.

Provisions Relating to Alimony

8. Neither party is awarded alimony.

Provisions Relating to Pension and Related Assets

9. The parties have no retirement money, therefore the parties do not need the court to make an order.

Miscellaneous Provisions


10. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document.

Name Change

11. Keri is restored the use of her former name, **KERI LYNN ROBLES**, if she so desires.

Approved as to form:

Keri Lynn Montoya, Petitioner



Tim Elbert Montoya, Respondent

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

8/27/24

Date

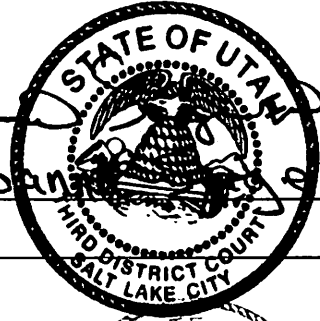
9/24/24

Signature ▶

Commissioner

Signature ▶

Joanna Rogers



Dianna Johnson

