

APR 28 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

Angelia Duke

Name

1457 N Arcadia Drive

Address

Saratoga Springs, Utah 84045

City, State, Zip

801-362-5761

Phone

dukean1234@gmail.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Angelia Duke

(name of Petitioner)

and

Jon Patrick Duke

(name of Respondent)

Other parties (if any)

Divorce Decree

264400604

Case Number

Johnson

Judge

Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Angelia Duke is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Angelia Duke. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Angelia Duke** and **Jon Patrick Duke** do not have any children together.
- We do not have any children together who are minors. A minor is a child under 18 who has not been married or otherwise emancipated.
 - We are not expecting a child.
 - We do not have incapacitated adult children together who are eligible for child support, or, **Angelia Duke** is not asking for child support for any adult child who is eligible for child support.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

3. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

4. Vehicles will be divided as follows:

a.

Year: **2023**
Make: **Hyundai**
Model: **Kona**
VIN: **KM8K6CAB6PU022852**
Owner (before divorce): **Jon Patrick Duke**
Current value: **\$20,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Jon Patrick Duke**

I.

Lender: **UCCU**
Address: **1364 Commerce Dr, Saratoga Springs, UT 84045**
Date Acquired: **N/A**
Amount Owed: **\$20,627.32**
Amounts Estimated: **yes**
Basis of Estimation: **Just numbers I found on Kelly Blue Book**
Monthly Payment: **\$414.31**

The debt will be paid as follows: **Jon Patrick Duke will pay the entire debt.**
Jon Patrick Duke will provide a copy of the divorce decree to the lender.

b.

Year: **2015**
Make: **Hyundai**
Model: **Santa Fe Sport**
VIN: **5XYZUDLB6FG293924**

Owner (before divorce): **Angelia Duke**

Current value: **\$6,583.00**

Amounts Estimated: **yes**

Basis of Estimation: **Just numbers I found on Kelly Blue Book**

Ownership After Divorce: **Angelia Duke**

Loan: **N/A**

5. **Angelia Duke** will receive the following property:

a. **Assets divided evenly by value/want**

6. **Jon Patrick Duke** will receive the following property:

a. **Assets divided evenly by value/want**

7. This other property will be divided as follows:

- **Pet Ownership:** Any household pet shall be awarded to the party who owns the home, so the pet has a place to stay with family. If the home is sold, Patrick & Angelia will discuss ways that the pet will go to one of them, or to their children. If no one can take the pet, Patrick & Angelia will agree on a loving home for the pet.
- **Pet Expenses:** The party awarded the pet shall be responsible for ongoing care and expenses.
- **Visitation rights** will be allowed to the other party 2x a month. Children will assist bringing the dog to the other party.

Debts

8. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Other Debt

a.

Account Number: **9238**

Institution Name: **Service Finance Company, LLC**

Address: **PO Box 645681**

Amount owed on debt (in US Dollars): **\$7,066.13**

Minimum Monthly Payment (in US Dollars): **\$144.94**

Owner: **Angelia Duke**

Estimation Basis: **Statement that was dated beginning of December**

The debt will be paid as follows: **Angelia Duke will pay half of the debt. Jon Patrick Duke will pay half of the debt. Jon Patrick Duke will provide a copy of the divorce decree to the lender.**

Real property

9. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **1967 Sycamore Drive, Eagle Mountain, Utah, Utah 84005 United**

States

Tax ID: **454590523**

Legal Description: **Lot 523, Plat E, Lone Tree at Circle Five Ranch Subdivision, Eagle Mountain, Utah County, Utah, according to the Official Plat thereof on File and of Record in the Utah County Recorder's Office**

Date property acquired: **Nov 21, 2012**

Names on title: **Jon P Duke Angelia J Duke**

Original cost: **\$162,500**

Current value: **\$559,535.00**

Property values estimated: **yes**

Estimation basis for property value: **Zillow**

Disposal: **Jon Patrick Duke will either refinance the home, or he will put it up for sale by 6/30/2026.**

i.

Creditor: **N/A**

Names on mortgage: **Jon P Duke Angelia J Duke**

Date mortgage acquired: **Jul 6, 2009**

Mortgage balance: **\$112,089.61**

Monthly payment: **\$1,059.88**

Mortgage values estimated: **yes**

Estimation basis for mortgage balance: **Did use statement but probably a month or 2 old statement**

This mortgage will be paid as follows after the divorce: **Jon Patrick Duke will either refinance the home, or he will put it up for sale by 6/30/2026. Jon Patrick Duke will provide a copy of the divorce decree to the lender.**

Alimony

10. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

11. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party

(Alternate Payee).

12. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **5991**

Plan Name: **401K**

Plan Administrator: **Principal Life Insurance Company**

Company Name: **BGIS Global Integrated Solutions**

Address: **9815 Monroe St, Sandy, UT 84070**

Date Opened: **Dec 16, 2024**

Plan Value: **\$31379.66**

This plan is in the name of: **Angelia Duke**

Divide as follows: **The entire account should be awarded to Angelia Duke.**

b.

Account Number: **3904**

Plan Name: **401K**

Plan Administrator: **URS**

Company Name: **UVU**

Address: **560 E 200 S, SLC, UT 84102-2099**

Date Opened: **Jun 10, 1993**

Plan Value: **\$16974.86**

This plan is in the name of: **Angelia Duke**

Divide as follows: **The entire account should be awarded to Angelia Duke.**

c.

Account Number: **0260**

Plan Name: **401k**

Plan Administrator: **Transamerica**

Company Name: **Asphalt Zipper**

Address: **10808 S River Front Pkwy, South Jordan, UT 84095**

Date Opened: **Dec 1, 2014**

Plan Value: **\$84982**

This plan is in the name of: **Jon Patrick Duke**

Divide as follows: **The entire account should be awarded to Jon Patrick Duke.**

Additional provisions

13. The parties will adhere to the following additional provisions:

a.

Additional Provision: **DIVORCE DECREE 1.** Patrick will buy out Angelia on the home or put the house up for sale to split equity equally 50/50 between them by 6/30/2026. As of 1/1/2026 Patrick will resume all responsibilities of the home maintenance, insurance, taxes, etc. Payments on the HVAC system will continue to be paid by both parties until the sale or refinance or sale of the house is complete and half the balance can be paid by Angie. **2.** Patrick will keep the Kona, Angelia will keep the Santa Fe. **3.** No Alimony **4.** Each will keep their own retirements that they have contributed to. **5.** Split assets as deemed fair between Patrick and Angelia (either by values or wants). If items need to be split by cost, they can account for it in the refinance/sell of home. **6.** All personal assets that Angie will be keeping will be removed from the home by 6/30/26. Any items left after that date will be disposed of or sold. Legal terms for options 1 & 5 above: Buyout Requirements • The parties shall obtain a Full Appraisal report from a licensed appraiser that will consider recent comparable sales/market price, market conditions, and conditions and upgrades. One appraisal if Patrick and Angie can agree on the appraiser. Two if one cannot be agreed upon. • Along with the appraisal, parties agree to get 2 CMA's (Comparative Market Analysis), one per party from local and experienced real estate agents. CMA's used only if within +/-5-7% of appraisal. Appraisal controls if outside range. CMA's must use comparable sales within 6 months, within one mile and of similar size, age and condition. • Valuation Method: Appraisal will be weighted 70%, CMA's collectively will be weighted 30%. • Equity Division: Equity is divided 50/50 between the parties. • Buyout Deadline: Patrick shall complete the loan process and be pre-approved of the refinance loan to be able to pay Angelia's 50% equity portion no later than June 30, 2026. • Payment Terms: Payment from the lender may take place after June 30 depending on how long the process of the refinance takes. This could be up to a few weeks. Patrick agrees the loan process and pre-approved will be complete by June 30, but can't guarantee lenders distribution of the monies. • Penalties for Failure to Complete Buyout: If Patrick fails to complete the buyout by June 30, 2026: • Daily Financial Penalty: A penalty of \$50 per day shall accrue until the buyout is completed. • Daily Interest at 8% Annual Rate: Interest accrues daily on the unpaid equity amount at an annual rate of 8% • Forced Sale Provision: The home shall be immediately listed for sale. • Sale Proceeds Allocation: Each party receives 50% of net proceeds, and Angelia also receives all accrued penalties and interest. • Responsibility for Expenses: Patrick remains responsible for mortgage, taxes, insurance, and maintenance until buyout or sale, excluding the HVAC system listed in item 1. • Transfer of Title: Angelia shall sign all documents necessary to transfer her interest upon completion of the buyout. **Sale Requirements 1. Listing Requirement • Listing**

Deadline: The marital home shall be listed for sale no later than June 30, 2026.

- **Realtor Selection:** The parties shall jointly select a licensed real estate agent. If Patrick does not participate or refuses to cooperate, Angelia may select the agent. If Angie refuses to cooperate, Patrick may select the agent at his discretion.
- **Listing Price:** The listing price shall reflect the fair market value based on a comparative market analysis or appraisal if needed. The same valuation will be used as the buyout.
- **Price Adjustments:** The realtor may recommend price adjustments to ensure a timely sale, and both parties shall cooperate.

2. Penalties for Missing the Listing Deadline

- **Daily Financial Penalty:** If the home is not listed by June 30, 2026, a penalty of \$50 per day shall accrue until the property is listed.
- **8% Interest Accruing Daily:** Interest shall accrue daily on Angelia's share of the home's equity at an annual rate of 8%, calculated as: Interest continues until the home is listed.
- **Automatic Authority to List:** If the home is not listed by the deadline, Angelia may select the realtor and list the property without Patrick's consent.

3. Cooperation Requirements

- **Showings and Inspections:** Both parties shall cooperate with showings, inspections, appraisals, and sale-related tasks.

4. Financial Responsibilities Until Sale

- **Carrying Costs:** Patrick shall remain responsible for the mortgage, property taxes, homeowner's insurance, and reasonable maintenance until the sale closes.

5. Division of Sale Proceeds

- **50/50 Equity Split:** Net proceeds (after mortgage payoff, liens, commissions, furnace payment and closing costs) shall be divided equally (50/50) between the parties.
- **Accrued Penalties and Interest:** Angelia shall receive all accrued daily penalties and interest owed due to Patrick's failure to list on time.

Personal Assets

1. Personal Belongings

- **Property in Each Party's Possession:** Each party shall retain all personal belongings currently in their possession, including clothing, jewelry, personal effects, and items of a personal nature.

2. Household Furnishings and Contents

- **Mutual Agreement Process:** The parties shall divide all household furnishings, décor, appliances, and similar items by mutual agreement.
- **Itemized List Option:** If desired, the parties may create an itemized list and alternate selecting items until all items are awarded, based on want or value.
- **Tie-Breaker Method:** If the parties cannot agree on an item, they may:
 - Sell the item and divide proceeds equally, or
 - Use a mutually agreed random selection method.

3. Sentimental and Irreplaceable Items

- **Items of Sentimental Value:** Items of significant sentimental value (family heirlooms, inherited items, childhood items) shall be awarded to the party with the stronger personal or family connection.

4. Tools, Equipment, and Hobby Items

- **Tools and Equipment:** Each party shall retain tools, equipment, and hobby-related items primarily used by or associated with that party.

5. Pets

- **Pet Ownership:** Any household pet shall be awarded to the party who owns the home, so the pet has a place to stay with family. If

the home is sold, Patrick & Angelia will discuss ways that the pet will go to one of them, or to their children. If no one can take the pet, Patrick & Angelia will agree on a loving home for the pet. • Pet Expenses: The party awarded the pet shall be responsible for ongoing care and expenses. • Visitation rights will be allowed to the other party 2x a month. Children will assist bringing the dog to the other party. 6. Enforcement and Deadlines • Deadline for Division: All personal property divisions shall be completed by 6/30/2026. • Failure to Comply: Failure to comply may result in enforcement remedies, including contempt.

Duty to sign documents

14. 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. (Utah Rule of Civil Procedure 70)

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

Date 28 Apr 2026 Signature [Signature]
Judge Johnson
Date _____ Signature _____
Commissioner _____



Approved as to Form.

Other Party Signature [Signature]

Other Party Name Jon Patrick Duke

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Jon Patrick Duke**
Method of service: **Email**
Address: **duckey0712@gmail.com**
Date of Service: **Apr 10, 2026**

04/10/2026

Date

Signature



Angelia Duke

Printed
Name

Angelia Duke