

Nancy Norman Weller
Name
473 West 1680 South
Address
Orem, Utah 84058
City, State, Zip
801-358-0842
Phone
nweller3@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)

Nancy Norman Weller

(name of Petitioner)

and

Lynn Daniel Weller III

(name of Respondent)

Other parties (if any)

DIVORCE DECREE

264400809

Case Number

Tony F. Graf Jr

Judge

Marian H. Ito

Commissioner (domestic cases)

The Court decrees:

1. Nancy Norman Weller is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Nancy Norman Weller. The divorce will become final upon entry of this divorce decree.

Marriage

2. **Nancy Norman Weller and Lynn Daniel Weller III were married on May 02, 1985 in Salt Lake City, Salt Lake County, Utah.**

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

4. **Nancy Norman Weller** and **Lynn Daniel Weller III** 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, **Nancy Norman Weller** 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)

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

Vehicles

6. Vehicles will be divided as follows:

a.

Year: **2014**

Make: **Ford**

Model: **F-150 SuperCrew**

VIN: **1FTFW1ET6EKB87533**

Owner (before divorce): **LYNN WELLER OR NANCY WELLER**

Current value: **\$14,765.00**

Amounts Estimated: **no**

Ownership After Divorce: **(FROM SETTLEMENT AGREEMENT) IV. Vehicles 1.**

Vehicles Included The parties jointly own the following vehicles: * 2014 Ford F-150 SuperCrew (VIN: 1FTFW1ET6EKB87533) * 2008 Toyota Prius (VIN: JTDKB20U583311922) Both vehicles are owned free and clear, with no outstanding loans or liens. 2. Ownership The parties shall continue to jointly own both vehicles, each holding a 50% interest in each vehicle. 3.

Use and Possession The parties may agree privately on primary use, possession, or storage of either vehicle. Any such agreements may be modified by mutual written agreement and shall not require court approval. 4. Expenses Section IX of this settlement agreement (IX.

Contributions of Lynn and Nancy Weller to a shared budget for household expenses after the divorce) discusses the agreement on paying fuel, maintenance, repairs, insurance, registration and other vehicle-related expenses. 5. Sale or Transfer If either vehicle is sold, traded in, or otherwise disposed of, the net proceeds or tax benefit shall be divided equally (50/50) between the parties unless they agree otherwise in writing.

6. Right of First Refusal (Vehicles) If either party wishes to transfer their interest in either vehicle, that party shall first offer their interest to the other party on the same terms and conditions as would be offered to any third party. The non-selling party shall have 30 days from receipt of written notice to accept or decline the offer.

Loan: **N/A**

b.

Year: **2008**

Make: **Toyota**

Model: **Prius**

VIN: **JTDKB20U583311922**

Owner (before divorce): **LYNN DANIEL WELLER**

Current value: **\$1,398.00**

Amounts Estimated: **no**

Ownership After Divorce: **(FROM SETTLEMENT AGREEMENT) IV. Vehicles 1.**

Vehicles Included The parties jointly own the following vehicles: 2014 Ford F-150 SuperCrew (VIN: 1FTFW1ET6EKB87533) 2008 Toyota Prius (VIN: JTDKB20U583311922) Both vehicles are owned free and clear, with no outstanding loans or liens. **2. Ownership** The parties shall continue to jointly own both vehicles, each holding a 50% interest in each vehicle. **3. Use and Possession** The parties may agree privately on primary use, possession, or storage of either vehicle. Any such agreements may be modified by mutual written agreement and shall not require court approval. **4. Expenses** Section IX of this settlement agreement (IX. Contributions of Lynn and Nancy Weller to a shared budget for household expenses after the divorce) discusses the agreement on paying fuel, maintenance, repairs, insurance, registration and other vehicle-related expenses. **5. Sale or Transfer** If either vehicle is sold, traded in, or otherwise disposed of, the net proceeds or tax benefit shall be divided equally (50/50) between the parties unless they agree otherwise in writing. **6. Right of First Refusal (Vehicles)** If either party wishes to transfer their interest in either vehicle, that party shall first offer their interest to the other party on the same terms and conditions as would be offered to any third party. The non-selling party shall have 30 days from receipt of written notice to accept or decline the offer.

Loan: **N/A**

Other financial assets

7. These other financial assets will be divided as follows:

a.

Account Number: **N/A**

Account Type: **N/A**

Institution Name: **N/A**

Address: **473 West 1680 South, Orem, UTAH, Utah 84058 United States**

Balance (US Dollars): **\$135,434.00**

Estimated: **no**

Owner: **50% - Lynn Daniel Weller IV / 25% Lynn Daniel Weller III / 25% Nancy Norman Weller**

Co-Owner(s): **N/A**

Divide as follows: **(NOTE: FROM SETTLEMENT AGREEMENT) III. Real Property — Cabin 1. Ownership** The cabin located at 3759 Applewood Drive, Island Park, Idaho shall remain jointly owned as follows: * Lynn Daniel Weller IV (“Danny”) holds a 50% undivided interest. * Lynn Daniel Weller III and Nancy Norman Weller jointly hold the remaining 50% undivided interest, each owning a 25% interest. Ownership shall continue in these proportions unless changed by written agreement of all owners. **2. Nature of Use** The cabin is located in a seasonal “summer homes” area with no winter access and is not used as a permanent residence by any owner. The cabin is used on a seasonal, recreational basis. **3. Occupancy Rights** Each owner retains equal and unrestricted rights to occupy the cabin consistent with their ownership interest. This Agreement does not limit any owner’s ability to use the cabin, nor does it create any hierarchy or priority of occupancy rights among the owners. **4. Scheduling and Use Practices** The owners acknowledge that cabin use has historically been coordinated informally on a “use it if nobody else has requested it first” basis. The owners may continue to use this informal system or may establish mutually agreed-upon scheduling practices in writing. Any such agreements shall be private between the owners, may be modified by mutual written agreement, and shall not require court

approval. 5. Expenses and Financial Responsibilities There is no mortgage on the cabin. In 2026 the oldest son, Lynn Daniel Weller IV, currently pays the annual land-lease fee, property taxes, and insurance. Neither Lynn Daniel Weller III nor Nancy Norman Weller shall be obligated to reimburse Danny for these payments made in 2026 unless all owners agree otherwise in writing. In 2027 and beyond cabin expenses will be shared among a broader group of members of the family with the goal being to set the cabin into a trust before the start of 2027. 6. Maintenance and Repairs The owners may agree privately on maintenance, repairs, improvements, or upkeep. Unless otherwise agreed in writing, no owner shall be legally obligated to reimburse another owner for such expenses. 7. Right of First Refusal If any owner wishes to sell, transfer, or otherwise convey their ownership interest in the cabin, in whole or in part, that owner shall first offer their interest to the other owners on the same terms and conditions as would be offered to any third party. The non-selling owners shall have 30 days from receipt of written notice to accept or decline the offer. If the non-selling owners decline or do not respond within 30 days, the selling owner may proceed with a sale to a third party on terms no more favorable than those offered to the non-selling owners. 8. Dispute Resolution If any disagreement arises regarding scheduling, occupancy, expenses, maintenance, or any other matter related to the cabin, the owners shall first attempt to resolve the issue through direct discussion. If no resolution is reached within 14 days, the owners agree to participate in mediation with a mutually selected mediator before seeking any court intervention. 9. Effect of Remarriage Remarriage by either Lynn Daniel Weller III or Nancy Norman Weller shall not create any ownership rights in the cabin for the new spouse. A future spouse shall not acquire any claim to equity, decision-making authority, or ownership interest by virtue of the remarriage. A future spouse shall not have any right to occupy the cabin unless all existing owners agree in writing to permit such occupancy. 10. Future Estate Planning Nothing in this Agreement restricts any owner from transferring their interest in the cabin into a trust or other estate-planning structure in the future, provided that any such transfer complies with the right-of-first-refusal provisions above.

8. This other property will be divided as follows:

(FROM SETTLEMENT AGREEMENT) V. Personal Property 1. Pre-Marital Property Any personal property owned by either party prior to the marriage shall remain the sole property of that party. 2. Inherited

Property Any personal property received by either party through inheritance, whether before or during the marriage, shall remain the sole property of the inheriting party. 3. **Bedroom-Specific Property** Any personal property located in or assigned to a party's bedroom for the past several years shall remain the sole property of that party. 4.

Category-Based Property Division Cooking, kitchen, and culinary items shall be the sole property of Nancy Norman Weller. Voice acting, recording, performance, and audio equipment shall be the sole property of Lynn Daniel Weller III. Computer networking, servers, and related equipment shall be the sole property of Lynn Daniel Weller III. 5. **Jointly Owned Personal Property** All personal property not covered by Sections 1-4 above shall be jointly owned. If any jointly owned item is sold, traded, or otherwise disposed of, the net proceeds or tax benefit shall be divided equally (50/50) unless the parties agree otherwise in writing. 6. **Private Agreements and Future Adjustments** The parties may create private written agreements regarding the use, storage, or disposition of jointly owned personal property. Any such agreements may be modified at any time by mutual written consent and shall not require court approval. 7. **No Further Claims** Except as expressly provided in this Agreement, neither party shall make any claim against the other for personal property division.

Debts

9. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt

Real property

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

a.

Description: **Orem Residence**

Address: **473 West 1680 South, Orem, UTAH, Utah 84058 United States**

Tax ID: **55:065:0005**

Legal Description: **Lot 5, Plat "E", WILDWOOD HOLLOW ESTATES**

SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the office of the Utah County Recorder

Date property acquired: **Oct 15, 1991**

Names on title: **LYNN D. WELLER, III and NANCY WELLER**

Original cost: **\$89,900**

Current value: **\$589,691.00**

Property values estimated: **no**

Disposal: (NOTE: FROM SETTLEMENT AGREEMENT) II. Real Property — Marital Residence 1. Ownership The marital residence located at 473 West 1680 South, Orem, Utah 84058 shall remain jointly owned by the parties, Lynn Daniel Weller III and Nancy Norman Weller, as tenants in common, each holding a 50% interest. 2. Occupancy Rights Both parties shall retain equal and unrestricted rights to occupy the residence. This Agreement does not limit either party's ability to reside in the home, nor does it create any hierarchy or priority of occupancy rights. 3. Occupancy and Household Rules The parties may establish mutually agreed-upon occupancy and household rules in writing, including but not limited to: * Use of spaces (bedrooms, common areas, storage, exclusive-use areas) * Privacy expectations (closed-door norms, access boundaries) * Quiet hours * Guest and visitor expectations * Cleaning and maintenance responsibilities * Parking and access arrangements * Pet-related rules (if applicable) Any such agreements shall be private between the parties, may be modified by mutual written agreement, and shall not require court approval. 4. Mortgage Responsibility Lynn Daniel Weller III shall be responsible for making the monthly mortgage payments associated with the residence. This allocation of responsibility does not require refinancing and does not affect the parties' 50/50 ownership of the property. 5. Property-Related Expenses Section IX of this settlement agreement (IX. Contributions of Lynn and Nancy Weller to a shared budget for household expenses after the divorce) discusses the agreement on paying utilities, taxes, insurance, repairs, and maintenance. 6. Right of First Refusal If either party wishes to sell, transfer, or otherwise convey their 50% interest in the residence, that party shall first offer their interest to the other party on the same terms and conditions as would be offered to any third party. The non-selling party shall have 30 days from receipt of written notice to accept or decline the offer. If the non-selling party declines or does not respond within 30 days, the selling party may proceed with a sale to a third party on terms no more favorable than those offered to the non-selling party. 7. Dispute Resolution If any disagreement arises regarding occupancy, expenses, maintenance, or any other matter related to the jointly owned residence, the parties shall first attempt to resolve the issue through direct discussion. If no resolution is reached within 14 days, the parties agree to participate in mediation with a mutually selected mediator before seeking any court intervention. 8. Effect of Remarriage Remarriage by either party shall not create any ownership rights in the residence for the new spouse. A future spouse shall not acquire any claim to equity, decision-making authority, or ownership interest by virtue of the remarriage. A future

spouse shall not have any right to occupy the residence unless both co-owners agree in writing to permit such occupancy. 9. Future Co-residence and Loan Co-Signer role of John Karl Weller The parties acknowledge that their adult son, John Karl Weller, may reside in the marital residence in the future and may be added as a co-signer on a refinanced mortgage. Any such co-residency or co-signing arrangement shall not, by itself, create any ownership interest in the property for John Karl Weller or alter the parties' existing 50/50 ownership. Nothing in this Agreement restricts either party from transferring an ownership interest to John Karl Weller in the future through a trust or other estate-planning structure, consistent with Section II.10 (Future Estate Planning) and shall be subject to the right-of-first-refusal provisions in Section II.6 if applicable. 10. Future Estate Planning Nothing in this Agreement restricts either party from transferring their interest in the property into a trust or other estate-planning structure in the future.

i.

Creditor: PNC

Names on mortgage: **LYNN DANIEL WELLER III / NANCY NORMAN**

WELLER

Date mortgage acquired: **Dec 13, 2022**

Mortgage balance: **\$197,665.26**

Monthly payment: **\$2,208.18**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Lynn Daniel Weller III will pay the entire debt. Lynn Daniel Weller III will provide a copy of the divorce decree to the lender.**

ii.

Creditor: America First Credit Union

Names on mortgage: **Lynn Daniel Weller**

Date mortgage acquired: **Jan 13, 2023**

Mortgage balance: **\$49,906.34**

Monthly payment: **\$624.67**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Lynn Daniel Weller III will pay the entire debt. Lynn Daniel Weller III will provide a copy of the divorce decree to the lender.**

Alimony

11. Neither party will pay alimony.

Retirement money

12. The parties do not need a court order about retirement money.

Additional provisions

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

a.

Additional Provision: **(Note: From Settlement Agreement) SETTLEMENT AGREEMENT for LYNN DANIEL WELLER III and NANCY NORMAN WELLER I. Introductory Provisions 1. Purpose** This Settlement Agreement sets forth the parties' agreements regarding real property, personal property, vehicles, debts, income, and related matters. The terms are intended to be clear, neutral, and mutually respectful, and to avoid the need for future court involvement. **2. Flexibility for Private Agreements** Where this Agreement allows the parties to create private written agreements (such as household rules, scheduling practices, or expense-sharing arrangements), such private agreements may be revised at any time by mutual written consent and do not require court approval. These flexible areas are intentionally structured to allow the parties to adapt arrangements over time without affecting the validity or enforceability of this Agreement.

b.

Additional Provision: **(Note: From Settlement Agreement) VI. Debts 1. No Joint Debts** The parties acknowledge that they have no joint credit card accounts, no jointly-incurred consumer debts, no joint medical debts, no joint installment loans, and no other joint financial obligations of any kind. No creditor requires notice of this divorce because no credit was applied for jointly. **2. Individual Debts** Any credit card accounts, loans, lines of credit, medical bills, or other financial obligations held in the name of one party are the sole and separate responsibility of that party. Each party affirms that their individual debts were applied for and incurred independently, using their own income and credit. **3. No Reimbursement** Neither party shall be obligated to reimburse the other for any individual debts incurred before, during, or after the marriage.

c.

Additional Provision: **(Note: From Settlement Agreement) VII. Income and Future Earnings 1. Income Earned After Separation or Divorce** The parties acknowledge that they intend for all income earned by either party after the date of separation or after the entry of the Decree of Divorce—whether from employment, self-employment, contract work, creative work, or any other

source—to be the separate property of the party who earns it. 2. Social Security and Disability Benefits The parties acknowledge that they have discussed the treatment of Social Security benefits and potential disability benefits. The parties intend that each shall retain their own Social Security benefits and any disability benefits they may receive in the future. The parties agree to review and confirm this understanding together and finalize the exact language to be included in the Decree. 3. No Claims on Each Other's Income Except as otherwise provided in this Agreement, neither party shall make any claim against the other for income earned before, during, or after the marriage.

d.

Additional Provision: (Note: From Settlement Agreement) VIII. Waiver of Alimony 1. Mutual Waiver Each party knowingly and voluntarily waives any right to receive alimony from the other, now or in the future. 2. Final and Binding This waiver is intended to be final and binding and shall not be subject to modification.

e.

Additional Provision: (Note: From Settlement Agreement) IX. Contributions of Lynn and Nancy Weller to a shared budget for household expenses after the divorce 1. Shared Budget Lynn and Nancy will contribute to covering costs in a shared budget for general household expenses and routine medical costs. These costs are contained in a spreadsheet showing the budget and costs. Here is a summary: March 17, 2026 Summary of shared budget and contributions of Lynn and Nancy to a shared budget for household expenses after the divorce. SHARED BUDGET Joint Expenses (Housing Only) Monthly Fixed Costs - Housing - Internet \$75.00 Fixed Costs - Housing - Mortgage (1st) \$2,227.22 Fixed Costs - Housing - Mortgage (2nd) \$624.99 Fixed Costs - Housing - Utilities \$595.00 Total : \$3,522.21 SHARED BUDGET Joint Expenses (Everything but housing) Monthly Fixed Costs - Auto Insurance (Joint Monthly) \$177.75 Fixed Costs - Mobile Phone (Lynn & Nancy) (Joint Monthly) \$60.00 Fixed Costs - Streaming (Joint Monthly) \$73.39 Variable - Auto Fuel (based on 2025) (Joint Monthly) \$393.50 Variable - Auto Licensing/Maintenance (based on 2025) (Joint Annual) \$80.00 Variable - Dr Visits (based on 2025) (Joint Monthly) \$100.00 Variable - Groceries (based on 2025) (Joint Monthly) \$650.00 Variable - Medications (based on 2025) (Joint Monthly) \$150.00 Variable - Pet Supplies (based on 2025) (Joint Monthly) \$150.00 Total : \$1,834.64 Separate Expenses Monthly Personal Expenses - Lynn \$352.40 Personal Expenses - Nancy \$574.00 Total : \$926.40 CONTRIBUTIONS TO SHARED BUDGET Monthly Lynn Contribution to Budget (SSA \$2,960 minus \$352.40 Personal Expenses)

\$2,607.60 Nancy Contribution to Budget (SSA \$1,324 minus \$574.00 Personal Expenses) \$750.00 Contribution of Youngest Son John Karl Weller who will also occupy house \$1,250.00 Total Contributions to Shared Budget : \$4,607.60 TOTAL JOINT EXPENSES : \$5,356.85 SHORTFALL (to be made up by refinancing and/or additional employment) -\$749.24

2. Individual Contributions towards shared budget All contributions listed in this Section shall be paid directly to Lynn Daniel Weller III, who will remain solely responsible for making the mortgage payments to the lenders. The shared budget is a practical arrangement and not a shift in responsibility. With the payments required for the first mortgage managed by PNC and the second mortgage from America First Credit Union (as shown in the accompanying spreadsheet) the following contributions will be made: * Lynn will contribute each month no less than \$2,607.60 towards the shared budget. * Nancy will contribute each month no less than \$750.00 towards the shared budget. * It is expected that the house will be refinanced and a trust created where the youngest son will be made the recipient of the house. His name is John Karl Weller and he will be expected to contribute \$1,250 towards the common budget. * As stated in section II - Real Property - Marital Residence, Lynn Weller will be responsible for the mortgage after the divorce. * Even with these funds there will be a monthly shortfall of \$824.24. The parties acknowledge that the current combined monthly mortgage payments total approximately \$2,852.21. The parties intend to explore refinancing the existing loans, with the possibility of adding John Karl Weller as a co-signer, in order to reduce the monthly mortgage obligation. The goal of any refinancing would be to lower the total monthly payment to an amount that eliminates the current shortfall in the shared budget. Any refinancing shall not alter the parties' 50/50 ownership of the residence, and Lynn Daniel Weller III shall remain solely responsible for making all mortgage payments to the lender.

3. Dispute Resolution Changes in the contribution to the budget based on income changes or occupancy can be made with unanimous agreement by Lynn and Nancy and any co-signer of a mortgage. Changes in the budget based on refinancing or major expenses for auto or housing unanticipated costs can be made with unanimous agreement by Lynn and Nancy and any co-signer of a mortgage. Neither party shall be legally obligated to reimburse the other for expenses not included in the shared budget unless agreed to using the dispute resolution options in this section. If any disagreement arises regarding scheduling, occupancy, expenses, maintenance, or any other matter related to the shared budget, the owners and co-signers of a mortgage shall first attempt to resolve the issue through direct discussion. If no resolution is reached within 14 days, the owners and co-signers of a mortgage agree to participate in mediation with a mutually selected

mediator before seeking any court intervention. 4. Modification of Shared Budget The shared budget established in this Section is binding but may be modified at any time by unanimous written agreement of Lynn Daniel Weller III and Nancy Norman Weller, and any co-signer of a refinanced mortgage. Any such modifications shall not require court approval unless the parties choose to submit them to the court.

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)

Approved as to form:

Signed at Waddell Arizona (city, and state or country).

June 12, 2026

Date

Signature

► 

Printed
Name

Daniel Lynn Weller III

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

Date

Signature

Commissioner

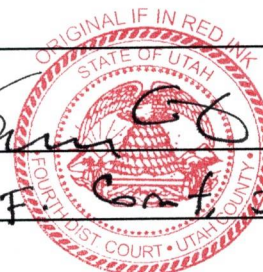
Date

Jun 30, 2026

Signature

Judge

Tony F. Cook Jr.



Long to cut in
C. C. 1954

Nov 22, 1954

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: **Lynn Daniel Weller III**

Method of service:

Address: **473 West 1680 South, Orem, UT 84058**

Date of Service:

June 10, 2026

Date

Signature



Nancy Norman Weller

Printed
Name

Nancy Norman Weller