



Jason Fuller (11201)
MOODY BROWN LAW, LLC
2525 North Canyon Road
Provo, Utah 84604
Telephone (801) 356-8300
Facsimile (801) 356-8400
jfuller@moodybrown.com

Attorneys for Petitioner

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
775 West Center Street, Spanish Fork, UT 84660

In the matter of the marriage of:

SHARON R. HINCKLEY,

Petitioner,
and

PHILLIP LLOYD HINCKLEY,

Respondent.

DECREE OF DIVORCE

Civil No. 254300101
Judge Eldridge
Commissioner Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed on August 14, 2026, and was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a

Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Marriage Statistics. The parties were married on July 6, 1982 in Salt Lake City, Utah, United States and are presently married.

4. Children. The parties have no minor children, and none are expected.

5. Taxes. The parties will file separate tax returns for 2026.

6. Real Property. The parties do not presently own an interest in real property. The parties marital home and rental property were both sold and the proceeds shall be divided as follows;

a. Marital Home Proceeds. The parties shall split evenly the marital home proceeds with each party receiving \$429,137.47. If any additional interest payments are made beyond the 7-31-2026 payment those proceeds shall be divided evenly.

b. Duplex Rental Home Proceeds. The parties shall equally divide the rental home proceeds however as part of a global resolution herein for alimony and all accounts Sharon shall receive \$75,000.00 from Phillip's portion of the rental home proceeds with Sharon receiving a total of \$291,653.49 and Phillip receiving a total of \$141,653.48.

7. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that

the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Chevy Volt	Phillip
Hyundai Sonata	Sharon

- a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

8. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts in their own respective names.

- a. Time Share. The parties shall continue to work to get their names off of the time share.
- b. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.
- c. Other Debts. The parties are aware of no other joint debts not otherwise addressed herein and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

d. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

9. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. Sharon shall be awarded the Duplex Checking account with Alta Bank account ending in 2734. The joint accounts shall be closed within 14 days of the stipulation.

10. Retirement Accounts. The parties shall equally divide the marital portion of all retirement, 401k, and IRA, and will divide the amount with each receiving ½ of the marital portion. These accounts include:

<i>Account Description:</i>
Fidelity Dairy Farmers of America acct ending 1996 (approximate value \$58,046)
Boss IRA Phillip Hinckley (approximate value \$70,091)
Boss IRA Phillip Hinckley (approximate value \$70,091)
Boss IRA Phillip Hinckley (approximate value \$70,091)
Boss IRA Phillip Hinckley acct ending 4691 (approximate value \$59,621)
Schwab IRA Sharon Hinckley acct ending 6855-6015 (approximate value \$46,102)
SBG SPG IRA Sharon Hinckley acct ending 1555 (approximate value \$64,588)
Schwab Roth acct ending 3395-2943 (approximate value \$0)

a. The parties shall cooperate to divide these accounts in the event a QDRO is necessary the parties shall equally split the cost of dividing the accounts.

b. Sharon shall be awarded her pension through the American Red Cross-American Cancer Society in its entirety.

11. Cell Phone. The parties shall cooperate in transferring Phillips phone number to his own plan. The parties shall be responsible for their own cell phone bills.

12. Other Accounts. The parties shall cooperate in unlinking cell phone numbers and social security numbers from Amazon and Sams Club accounts or other accounts.

13. Name. Sharon will have the option of restoring her name to Sharon RaNae Andersen.

14. Alimony. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future. This is part of a global resolution herein.

15. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

16. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Any failure to provide complete disclosure may constitute perjury. The property referred to herein represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

17. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/Rand Lunceford* via email authorization on 9/11/2026

RAND LUNCEFORD

Attorney for Respondent