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IN THE FOURTH JUDICIAL DISTRICT COURT,
STATE OF UTAH, COUNTY OF UTAH

In the matter of the marriage of JULIE E. MORRIS, Petitioner, and MITCHELL BEAUMONT MORRIS, Respondent.	DECREE OF DIVORCE Case No. 264300209 Discovery Tier: 4 Judge: Hon. Jared Eldridge Comm.: Hon. Dustin Hardy
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Before the Court is the above-captioned matter. The Honorable Jared Eldridge is the presiding judge. Petitioner Julie Morris is represented by Joshua R. Lucherini, Esq. The default of Mitchell Beaumont Morris has been entered. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DIVORCE AND GROUNDS

1. The parties have experienced irreconcilable differences.
2. The Court orders a dissolution of the parties' marriage on grounds of irreconcilable differences.

NO MINOR CHILDREN

3. The parties have no minor children together.

DIVISION OF PERSONAL PROPERTY

4. Julie shall receive the following personal property entirely:
 - a. 2001 Chevy Silverado (Est. Value: \$6000)
 - b. 2021 Ford Escape (Est. Value: \$12,000)
5. Mitchell shall receive the following personal property entirely:
 - a. Dining table (Est. Value: \$500)
 - b. Misc. tools (Est. Value: \$1,000)
 - c. 1999 Lexus LS400 (Est. Value: \$2,500)
6. The parties shall make a good faith effort to divide any personal property not specifically mentioned herein. If they cannot agree, then they shall mediate in good faith to resolve their dispute before requesting a division by the Court.

DIVISION OF ASSETS

7. Julie shall receive the entirety of the funds in the following nonretirement financial accounts and other intangible assets:
 - a. Navy Federal Checking Acct. No. *****8638, (Est. Balance: \$2,300)
 - b. Navy Federal Savings Acct. No. *****3718, (Est. Balance: \$550)
8. Mitchell shall receive the entirety of the funds in the following nonretirement financial accounts and other intangible assets:
 - a. Amex Debit Acct. No. *****9485, (Est. Balance: \$1,611.43)
 - b. Amex Savings Acct. No. *****5695, (Est. Balance: \$4,122.05)

9. The funds in the following nonretirement financial accounts and the value of other intangible assets listed below shall be divided equally between the parties:

- a. Discover Debit Acct. No. ****9715, (Est. Balance: \$1,043.83)

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

10. Julie shall receive the following retirement assets and accrued benefits entirely:

- a. Navy Federal IRA Acct. No. ****4801, (Est. Value: \$11,133.65)
- b. TIAA Acct. No. ****IH582NY8 (Est. Value: \$4348.33)
- c. TIAA Acct. No. ****D14718G1 (Est. Value: \$830.24)

DIVISION OF REAL PROPERTY

11. The real property located at 739 North Bennedict Drive, Saratoga Springs, Utah 84045, including all land and improvements shall be awarded to Julie as her sole and separate property.

12. Any marital interest in the real property located at 411 Peace Lane, Melbourne Beach, Florida, shall be awarded to Mitchell as his sole and separate property.

13. The parties shall comply with the following provisions regarding the real property located at 2603 Kelly Shop Road, Springfield, Kentucky 40069:

- a. Following entry of the Decree of Divorce, the parties shall each retain an equal ownership interest in the property.
- b. If the property is rented, the parties shall each receive fifty percent (50%) of the net rental proceeds after payment of all reasonable and necessary expenses associated with the property.
- c. If the parties mutually agree to sell the property, they shall list it for sale with a licensed real estate broker mutually agreed upon by the parties, at a reasonable listing

price and upon commercially reasonable terms. The property shall remain listed for a reasonable period of time until sold, unless the parties otherwise agree in writing.

- i. The parties shall reasonably consider all bona fide offers to purchase the property and shall cooperate in accepting the highest reasonable offer within a reasonable period of time.
- ii. Upon the sale of the property, the sale proceeds shall be distributed in the following order:
 1. First, all mortgages, liens, and other encumbrances against the property shall be paid in full;
 2. Second, all real estate commissions, transfer taxes, closing costs, and other reasonable expenses associated with the sale shall be paid;
 3. Third, Mitchell shall receive \$15,000.00; and
 4. Fourth, the remaining net proceeds shall be divided equally between the parties.
- d. Until the property is sold, the parties shall each be equally responsible for the payment of any mortgage and other debt secured by the property by mutual agreement.
- e. Neither party shall commit waste, damage the property, or take any action that materially diminishes its value.

DIVISION OF DEBTS

14. Julie shall pay the following debts and/or liabilities incurred or contracted for during the marriage:

- a. Wells Fargo Acct. No. ****5187, (Approx. Balance: \$5,985)
 - b. Mohela Acct. No. ****3193, (Approx. Balance: \$116,567.00)
 - c. American Express Acct. No. ****1002, (Approx. Balance: \$16,000)
15. Mitchell shall pay the following debts and/or liabilities incurred or contracted for during the marriage:
- a. US Bank, Mitchell Morris/Youngs Bridge Partners, Acct. No. ****5670, (Approx. Balance: \$21,500)

ALIMONY

16. Neither party shall be awarded alimony.

DIVISION OF BUSINESS ASSETS & DEBTS

17. The parties do not have any business assets or debts which are subject to division herein.

LIFE INSURANCE POLICIES

18. Neither party has any life insurance policies.

ATTORNEY'S FEES

19. Each party is responsible for his or her own attorney's fees and costs incurred herein.
20. A party who reasonably seeks assistance from the court to enforce a settlement agreement signed by the parties or orders issued by the court in this case and who substantially prevails shall be entitled to recover his or her attorney's fees and costs incurred in doing so.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE