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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

KRISTIN WILSON,

Petitioner,

and

DONALD WILSON,

Respondent.

DECREE OF DIVORCE

Civil No. 264402596

Judge Porter

Commissioner Hardy

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties 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:

GROUND AND JURISDICTION

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1. The bonds of matrimony and the marriage contract heretofore existing by and between 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. Petitioner (hereinafter “Kristin”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. Kristin and Respondent (hereinafter “Donald”) were married on December 19, 1998, in Woods Cross, UT.

NO MINOR CHILDREN

4. No children were born at issue of this marriage and none is expected.

ALIMONY

5. Alimony. Kristin and Donald are each capable of supporting himself and herself; and, therefore, neither is awarded alimony. Both Kristin and Donald waive and relinquish the right to receive alimony from the other both now and in the future.

PROPERTY

6. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2018 Toyota Camry	Kristin
Premarital personal property (his)	Donald
Premarital personal property (hers)	Kristin

a. The parties will work together to divide all remaining personal property acquired during the marriage within 30 days in a manner agreeable to both parties. If they are unable to do so, they will attend mediation, with each party paying half the cost thereof.

b. The parties will pick up personal property from the marital home within 30 days from the date the Stipulation is signed at a mutually agreed upon time. Both parties will cooperate with each other in distributing the personal property. Each party will be responsible to remove his or her own personal property from the home (if applicable).

c. Donald will pay Kristin \$150 toward his moving costs from the home to Treeo (within 30 days of the date of the Stipulation). If the home is sold as set forth below, he will pay \$150 to Kristin toward her moving costs to her new destination (within 30 days of her move).

1. Bank/Financial Accounts. During the marriage the parties acquired various bank and financial accounts which is awarded as follows:

<i>Account Description:</i>	<i>Acct #</i>	<i>Awarded to:</i>
Chase Bank (Kristin checking)	x3160	Kristin
Chase Bank (Kristin savings)	x3388	Kristin
Chase Bank (Donald checking)	x7836	Donald
Zions Bank (Kristin money market)	x9366	Kristin
Funeral Insurance Policy		Donald
New York Life Insurance Policy (whole life)		Donald

a. The parties will cooperate to sign any necessary documents to transfer accounts to the individuals awarded the account above (if applicable), by no later than 10 days from the signing of the Stipulation.

7. Real Property. During the course of the marriage, the parties acquired real property located at 4445 W Bridgestone Dr, Cedar Hills, Utah 84062. Kristin will have the

option to refinance the home into her name only (and pay Donald half the equity therein) or to sell the home. She will decide which option she would like to select within 90 days of the date of the Decree of Divorce.

a. Refinance. If Kristin refinances the home, she will do so within 90 days of electing her option above and remove Donald from the mortgage. Donald shall receive one-half (½) of the equity presently existing in the home. The amount of equity shall be determined by an appraisal conducted by a mutually agreed-upon licensed appraiser, based on the fair market value of the home, less the amount of all encumbrances as of the date the Decree of Divorce is entered. Further, Donald's share of the equity will be reduced by \$600 to reimburse Kristin for her payment of Donald's Medicare. Kristin shall receive all equity in the home more than Donald's one-half (½) share of the existing equity. Contemporaneous with the refinancing of the property, Donald will execute a Quit Claim Deed to transfer all his right, title, and interest in and to the said real property to Kristin. Should Donald fail to sign the Quit Claim Deed at the appropriate time, he may be held liable for damages sustained as a result of his withholding of the Quit Claim Deed

b. Sale. If Kristen decides to sell the home, the property shall be listed for sale and sold as soon as reasonably practicable after Kristin makes her election above. The parties shall cooperate in good faith to facilitate the sale and maintaining the property in show-ready condition.

c. Kristin will reside in the home until it sells.

d. Kristin will maintain the home. In the event repairs are required, the cost of repairs will be equally divided

- e. Kristin will be entitled to claim the mortgage interest deduction on the home until the home is sold.
- f. The parties will use Garrett Christensen or another mutually agreed upon realtor to sell the home. The listing and selling price of the home will be mutually determined by the parties. If the parties cannot agree, this issue is reserved by the Court.
- g. When the home sells, the proceeds of the sale applied as follows:
- i. 1First, to pay expenses of sale (including but not limited to realtor fees, closing costs, repairs determined by an inspector, etc.);
 - ii. 2Second, to retire all joint mortgages and liens;
 - iii. Third, Donald's share of the equity will be reduced by \$600 to reimburse Kristin for her payment of Donald's Medicare
 - iv. 3Lastly, the balance remaining thereafter is to be divided equally between the parties.

DEBTS

8. Debts. Kristin and Donald acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Rocket Mortgage	\$179,000	Kristin until the home sells or is refinanced
Don's Chase Sapphire Credit Card	Balance	Don
Don's Bank of America Credit Card	Balance	Don
Don's Discover Credit Card	Balance	Don
Kristin's American Express Credit Card	Balance	Kristin
Kristin's Costco Citi Card	Balance	Kristin

- a. Neither party will incur any additional liability on joint credit cards or any joint accounts.

b. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and will hold the other party harmless therefrom.

c. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

d. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. 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.

RETIREMENT ACCOUNTS

9. Each party shall be awarded, as their sole and separate property, any retirement accounts, pension funds, or individual retirement accounts held in their own name, free and clear of any claim by the other party. Both Husband and Wife expressly waive any and all rights or interests they may have in the other party's retirement type accounts.

MUTUAL RESTRAINT

10. Donald and Kristin are restrained from harassing, annoying, or otherwise bothering the other party. Donald and Kristin are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph.

11. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.

12. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

13. Attorney's Fees and Costs. Each of the parties will assume and pay their own attorney fees and costs.

14. Former Name. Should she desire, Kristin will be restored to her former name of Kristin Nelson. The Court will enter an Order of Name Change, if necessary.

16. Each of the parties hereto has contributed to the drafting of the Stipulation, and no provision will be construed against any party as being the draftsman thereof. The Stipulation will therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. The Parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

17. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

18. Both parties will 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.

19. Final Stipulation. The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation will have any force or effect. Petitioner and Respondent are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The Petitioner and Respondent are satisfied that the Stipulation is fair and reasonable. There are no questions Petitioner and Respondent have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the stipulation.

20. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

21. Arrearages. The Stipulation resolves all claims either party has against the other through the date of the signing of the Stipulation.

22. The above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

23. The Stipulation of the parties became effective when signed by all parties.

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

APPROVED AS TO FORM:
With the permission of:

DONALD WILSON
Pro Se Respondent

NOTICE TO RESPONDENT'S ATTORNEY

TO: DONALD WILSON

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above and foregoing Findings of Fact and Conclusions of Law to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Rule 58A(c)(4).

Dated August 27, 2026.

/s/ Ben Brown _____
BEN BROWN
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing **Findings of Fact and Conclusions of Law** was served upon the following on August 27, 2027:

Donald Wilson
250 E Center St., #203
Orem, UT 84057
donw16@gmail.com