

Staci Anne Recksiek

Name

1488 South 2100 East

Address

Salt Lake City, Utah 84108

City, State, Zip

801-673-2115

Phone

staci.recksiek@gmail.com

Email

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

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

Staci Anne Recksiek

(name of Petitioner)

and

Jason Ray Sills

(name of Respondent)

Other parties (if any)

Divorce Decree

264903782

Case Number

James Gardiner

Judge

Michelle Blomquist

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Staci Anne Recksiek and Jason Ray Sills** 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, **Staci Anne Recksiek** 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.

Bank and credit union accounts

4. Bank and credit union accounts will be divided as follows:
- a.
 - Account Number: **0883**
 - Account Type: **Savings**
 - Institution Name: **Canyon View FCU**
 - Address: **6874 Center Park Dr**
 - Date Opened: **N/A**
 - Balance (US Dollars): **\$48,000.00**
 - Estimated: **yes**
 - Estimation basis: **Estimated balance of account at time of separation**
 - Owner: **Staci Anne Recksiek and Jason Ray Sills**
 - Co-Owner(s): **N/A**
 - Divide as follows: **Jason Ray Sills should be awarded the entire balance of \$48,000.00 from this money.**

Debts

5. 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

6. The parties acquired the following real property during the marriage:
- a.
 - Description: **House**
 - Address: **1498 South 2100 East, Salt Lake City, Salt Lake, Utah 84108 United**

States

Tax ID: 16151060360000

**Legal Description: Property Location: 1498 S 2100 E Acres: .14 Above Ground
Sq Ft: 1050 Tax Area: 13 Type: 111 Single Family Residence Last Review: 2022
Parcel: 16-15-106-036-0000**

Date property acquired: Oct 22, 2021

Names on title: Sills, Jason R; JT/ Recksiek, Staci; JT

Original cost: \$750,000

Current value: \$800,000.00

Property values estimated: yes

Estimation basis for property value: 2025 County Auditor Tax notice

Disposal: Wife shall retain full responsibility and maintenance of property and mortgage payments. Wife shall use her best efforts to refinance the mortgage into her sole name within eighteen (18) months of finalization of Decree of Divorce. If she is unable to refinance, the parties shall cooperate in listing the property for sale unless they otherwise agree in writing. Both parties agree to executing any document reasonably necessary to carry out the transfer of title, refinance, sale, and payment of the equity distribution. Wife shall pay Husband his equity distribution upon the earlier of (a) the refinance of the residence, (b) the sale of the residence, or (c) eighteen (18) months after entry of the Decree of Divorce. If neither a refinance nor sale has occurred within eighteen (18) months, Wife shall nevertheless pay Husband the required equity distribution reduced by the amount of \$25,000 already received by Husband as an advance, on or before the eighteenth-month anniversary of the Decree. Failure to pay the equity amount due will then become enforceable as a money judgement. Equity of the home shall be calculated at the time of refinance via an appraisal, or final closing sale price of the home, and after closing costs and taxes are split evenly between the parties. Optional Early Refinance Provision A. Right to Elect Early Refinance Notwithstanding the eighteen (18) month refinance deadline contained elsewhere in this Decree, either party may elect to require an earlier refinance of the marital residence by serving a written Notice of Election to Refinance upon the other party. Notice shall be deemed received upon personal delivery, or three (3) business days, defined as weekdays and excluding federal holidays, after deposit in the United States Mail by certified mail, return receipt requested, or upon confirmed delivery by nationally recognized overnight courier. The Notice shall specify the election date, and all subsequent deadlines shall run from the date notice is deemed received.

**B. Loan Application Within
thirty (30) calendar days, after receipt of the Notice of Election to Refinance,**

Wife shall: Submit a complete refinance application with a qualified institutional lender. Authorize all lender-required appraisals, inspections, title work, and underwriting. Cooperate fully with all lender requests. Diligently pursue the refinance through closing.

C. Appraisal and Valuation

Within ten (10) Business Days, defined as weekdays and excluding bank holidays, after submitting the refinance application, Wife shall execute all documents and authorizations reasonably required for the lender to order the appraisal and shall take all actions reasonably necessary to facilitate its prompt completion. The first appraisal accepted by the lender shall establish the Fair Market Value ("FMV") of the residence. The Buyout Amount shall be calculated as follows: $\text{Buyout Amount} = (\text{FMV} - \text{Mortgage Payoff Balance} - \text{Agreed Closing Cost Adjustments}) \div 2$ For purposes of this calculation: FMV shall be the value contained in the first lender-accepted appraisal. Mortgage Payoff Balance shall mean the lender's payoff statement dated as of the appraisal date. Agreed Closing Cost Adjustments shall consist only of: the parties' agreed allocation of refinance costs under this Decree; any other deductions expressly authorized by this Decree. No other offsets, deductions, credits, repairs, maintenance expenses, improvements, or claims shall modify the Buyout Amount unless expressly agreed in writing or ordered by the Court.

D. Finality of Valuation Once

the appraisal has been completed and the Buyout Amount calculated: Any subsequent increase or decrease in market value shall belong solely to Wife. Any subsequent reduction of mortgage principal shall belong solely to Wife. Any appreciation, depreciation, market fluctuation, principal reduction, repair costs, maintenance expenses, or improvements occurring after the appraisal date shall not alter the Buyout Amount. The appraisal shall be final and binding. Disagreement with the appraiser's opinion shall not permit either party to obtain a second appraisal or reopen valuation unless: (a) both parties agree in writing; or (b) the lender rejects the appraisal and requires a replacement appraisal for underwriting purposes.

E. Lender The refinance shall

proceed with the lender originally selected unless the lender withdraws, denies financing, or replacement becomes reasonably necessary for financing purposes. A change of lender shall not be made for the purpose of obtaining a different appraisal or changing the Buyout Amount. If a replacement lender is required, the valuation established under Section D shall remain controlling unless the replacement lender refuses to rely upon that appraisal.

F. Closing The parties shall

make all reasonable efforts to close within ninety (90) days. If closing is

delayed solely because of ordinary lender underwriting, title, escrow, recording, appraisal scheduling, or similar administrative matters beyond either party's reasonable control, the refinance shall continue through completion using the previously established Buyout Amount.

G. Failure to Qualify If Wife
timely applies for refinancing, cooperates in good faith, and is nevertheless denied financing despite reasonable efforts, then the residence shall immediately be listed for sale pursuant to the sale provisions contained elsewhere in this Decree.

H. Release of Liability The refinance shall not be deemed complete unless: the existing mortgage has been paid in full; Husband has been fully released from all liability under the existing mortgage and any other debt secured by the residence; title has been transferred as required under this Decree; and Husband has received the Buyout Amount.

I. Mortgage and Property
Obligations Until closing, Wife shall remain solely responsible for: all mortgage payments; property taxes; homeowners insurance; utilities; ordinary maintenance. Any late charges, penalties, default interest, attorney fees, collection costs, tax penalties, or similar charges resulting from Wife's failure to timely perform these obligations shall be borne solely by Wife and shall not reduce Husband's Buyout Amount.

J. Improvements and Repairs
Ordinary maintenance, repairs, remodeling, or improvements made after the appraisal date shall not alter the Buyout Amount. No party shall receive additional credit for improvements unless both parties agree in writing before the work is performed or the Court orders otherwise.

K. Good Faith Neither party shall intentionally delay, obstruct, interfere with, manipulate the appraisal process, manipulate lender selection, delay closing, or otherwise act in bad faith for the purpose of changing the Buyout Amount.

L. Enforcement If either party materially breaches this provision, the other party may seek enforcement, including specific performance, attorney fees where authorized, costs, or such further relief as the Court deems appropriate.

M. Remaining Provisions
Except as expressly modified herein, all remaining provisions of the Decree relating to the residence remain unchanged. W

Creditor: N/A

Names on mortgage: Sills, Jason/ Recksiek, Staci

Date mortgage acquired: **Oct 22, 2021**

Mortgage balance: **\$563,873.00**

Monthly payment: **\$3,300.00**

Mortgage values estimated: **yes**

Estimation basis for mortgage balance: **Canyon View FCU Mortgage Interest**

Statement

This mortgage will be paid as follows after the divorce: **Staci Anne Recksiek will pay the entire debt. Staci Anne Recksiek will provide a copy of the divorce decree to the lender.**

Alimony

7. Neither party will pay alimony.

Retirement money

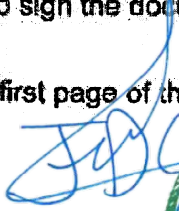
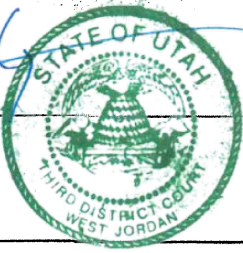
8. The parties do not need a court order about retirement money.

Duty to sign documents

9. 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.

6/26/2026
Date

Signature ►  

Judge

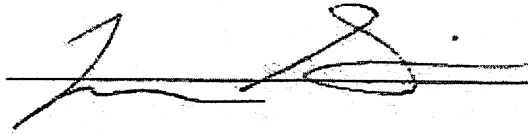
Signature ►

Date

Commissioner

Approved as to Form.

Other Party
Signature ►



Other Party Name Jason Ray Sills

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: **Jason Sills**
Method of service: **Hand Delivery**
Address: **1498 South 2100 E**
Date of Service: **Aug 25, 2026**

Signature

08/25/2026

Date

► Staci Recksiak

Printed
Name

Staci Recksiak