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Limited Pro Bono Attorney for Fred Kelly

**IN THE THIRD DISTRICT JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH, SALT LAKE CITY DISTRICT**

In the Matter of the Marriage of:

BRENDA KELLY,

Petitioner,

and

FRED KELLY,

Respondent.

DECREE OF DIVORCE

Case No. 264903209

Judge Joel Ferre

Commissioner Russell Minas

COMES NOW, the COURT, after having reviewed the Stipulation and Settlement Agreement signed and executed by the parties, BRENDA KELLY ("Brenda") and FRED KELLY ("Fred") on October 2, 2026, resolving all existing issues in the above-entitled action, and having entered its Findings of Fact and Conclusions of Law, now hereby enters the following Decree of Divorce:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

DISSOLUTION OF MARRIAGE AND GROUNDS

1. The parties are hereby awarded a Decree of Divorce due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

MINOR CHILDREN

2. The parties have no minor children and none is expected.

REAL PROPERTY

3. The parties acquired an interest in real property located at 581 South 1000 West, Salt Lake City, UT 84104 (“Marital Home”).

4. The legal description for the Marital Home is: E 33 FT OF LOTS 2 TO 5 INCL BLK 2 CITY PARK SUB 6109-1789 6109-1792 10410-183.

5. The Marital Home was inherited by Fred upon the death of his mother Suzie, followed by a refinance into the names of Brenda Kelly and Fabian Kelly, Fred’s son from his first marriage.

6. The Marital Home was also titled in the names of Brenda Kelly and Fabian Kelly.

7. The following is hereby ordered:

- a. The Marital Home shall be awarded to Fred Kelly.
- b. All rights, interests, equity, and ownership of the Marital Home shall be awarded to Fred Kelly to the extent possible allowable by law.
- c. Fred shall have up to one (1) year from the date of entry of the Decree of Divorce to remove Brenda’s name from the mortgage.

d. Brenda shall sign a Quit-Claim Deed hereby removing, quitting, and disclaiming any interest she may have in the Marital Property in order to facilitate the refinance.

e. Both parties will cooperate with each other in regard to the refinance, and both parties understand that the Quit-Claim Deed may be presented to be signed by the refinance company at or near the time of the refinance.

f. Fred is hereby solely responsible to pay for any and all costs related to the Marital Home, including but not limited to mortgage, utilities, HOA, real property taxes, maintenance, etc.

g. In the event that Fred is sixty (60) days late on a mortgage payment, then the Marital Property shall be immediately put up for sale, and shall be sold within 90 days of being listed.

VEHICLES

8. Each party shall be awarded his or her own vehicles in their possession.

9. Fred shall be awarded the 1994 Nissan truck free and clear of any claim from Brenda, and Fred shall be solely responsible for the insurance, registration, loan, and any other costs and fees associated with that vehicle.

10. Brenda shall be awarded the Kia Sorento free and clear of any claim from Fred, and Brenda shall be solely responsible for the insurance, registration, loan, and any other costs and fees associated with that vehicle.

PERSONAL PROPERTY

11. The parties acquired various items of personal property prior to and during the course of the marriage, which shall be equitably divided in the full division of the marital estate. The parties represent that they each have all items that shall be awarded to them in their possession.

FINANCIAL ACCOUNTS

12. The parties acquired various checking, savings, investment, retirement, and other financial accounts during the course of the marriage, all of which shall be equitably as follows:

- a. The parties are not aware of any jointly titled or jointly named accounts between them.
- b. The parties shall each keep any and all accounts titled in their own names.
- c. This includes Brenda's 401(k) of approximately \$68,000 and her URS pension of approximately \$66,000, which shall be awarded to Brenda free and clear, with Fred taking nothing therefrom.

DEBTS AND OBLIGATIONS

13. The parties acquired various debts and obligation during the course of the marriage, which shall be divided as follows:

- a. Fred shall be responsible for all debts in his name and in the name of his former construction company as follows, indemnifying and holding Brenda harmless therefrom:
 - i. Credit Card Account No. ending in 4501 in the approximate amount of \$1,562.

- ii. Credit Card Account No. ending in 3406 in the approximate amount of \$1,352
- iii. Credit Card Account No. ending in 1827 in the approximate amount of \$11,278
- iv. Credit Card Account No. ending in 2684 in the approximate amount of \$9,991.47
- v. Credit Card Account No. ending in 1750 in the approximate amount of \$2,431
- vi. Credit Card Account No. ending in 6204 (Truck Payment) in the approximate amount of \$14,127
- vii. Kohl's Credit Card Account No. ending in 1395 in the approximate amount of \$1,200
- viii. Default Judgment in Case No. 219911391 in the amount of \$7,667.99
- ix. Default Judgment in Case No. 990105585 in the amount of \$7,851.71
- x. Default Judgment in Case No. 956910276 in the amount of \$1,670.35
- xi. Utah State Tax Commission Tax Lien in Case No. 136940399 in the amount of \$667.20
- xii. Utah State Tax Commission Tax Lien in Case No. 216900650 in the amount of \$396.55

b. Brenda shall be solely responsible for any debts in her sole name, indemnifying and holding Fred harmless therefrom.

14. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' Decree of Divorce to all creditors of the parties existing at the time of the entry of the decree of divorce.

15. Neither party shall use the other's name, likeness, identity, or image to obtain credit or for any other purpose.

ALIMONY

16. The parties agree that both of them hereby waive alimony, now and forever.

NAME CHANGE

17. Brenda shall be restored to the use of her maiden name of "Vigil" at her option and election.

LIFE INSURANCE

18. Pursuant to U.C.A. Sec. 81-4-406(3), if a party owns a life insurance policy or an annuity contract, there shall be an acknowledgement by the Court that the party:

- a. Has reviewed and updated, where appropriate, the list of beneficiaries;
- b. Has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and

c. Understands that, if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

COOPERATION

19. Fred and Brenda shall cooperate with the other to effect change in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

20. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce.

ATTORNEY FEES

21. Each party shall pay his or her own attorney fees, if any.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

/s/ Naomi Hilton*

NAOMI HILTON

Limited Pro Bono Attorney for Brenda Kelly

*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on October 2, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Shall no objections to this order be submitted to counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

/s/ Mark R. LaRocco

MARK R. LaROCCO

Limited Pro Bono Attorney for Fred Kelly

CERTIFICATE OF SERVICE

I certify that on October 2, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

NAOMI HILTON

Limited Pro Bono Attorney for Brenda Kelly

naomi@ljlawteam.com

(email and electronic filing service)

www.greenfiling.com

/s/ Mark R. LaRocco