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Amended

Jesse- Pro Se

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH

JESSE WAYMENT,

Vs.

MARIA WAYMENT.

**JUDGMENT AND DECREE OF
DIVORCE**

Case No.: 264900917

Judge: Cristina Ortega

Commissioner: Brandon Richards

THIS MATTER is submitted to the Court pursuant to the Stipulation and Property Settlement Agreement entered into by JESSE WAYMENT (JESSE) and MARIA WAYMENT (MARIA). The Court having reviewed the Stipulation and Property Settlement Agreement, pleadings on file, and being fully advised in the premises, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law herein:

It is hereby ORDERED, ADJUDGED and DECREED as follows:

DIVORCE

1. Jesse Wayment is awarded a Decree of Divorce from Maria Wayment to become final upon signature and entry.

CHILDREN

2. The parties do not have any children, minor or otherwise, as a result of this marriage and no children are expected.

REAL PROPERTY

3. Jesse shall be awarded the marital home located at 1634 Childs Ave Ogden, Utah 84404. Jesse shall be awarded the marital home and appurtenance as his sole and separate property, and pay all mortgage payments, debts, maintenance, taxes, licensing and insurance associated with them, past, present and future, holding Maria harmless therefrom.

DIVISION OF VEHICLES

4. Jesse shall be awarded the 2015 Chevrolet Malibu, as his sole and separate property, and pay all loan payments, debts, maintenance, taxes, licensing and insurance associated with it past, present and future, holding *Maria harmless* therefrom.

5. Maria shall be awarded the 2024 Kia Sportage X Pro as her sole and separate property, and pay all loan payments, debts, maintenance, taxes, licensing and insurance associated with it, past, present and future, holding *Jesse harmless* therefrom.

6. Jesse's name is on the loan for this vehicle, therefore, within thirty (30) days of filing this entry of the final *Decree of Divorce*, Maria shall refinance the loan in her name removing Jesse from the loan, at which time *Jesse* shall transfer any ownership he may have in the vehicle to *Maria*.

PERSONAL PROPERTY

7. Jesse shall be awarded as his sole and separate property all his personal effects, clothing and personal property currently in his possession, household furnishings including the

couch and loveseat, washer and dryer, bed, bedroom set, home décor, electronics, computer desk, two (2) tv's, kitchen ware, appliances, yard equipment.

8. Maria shall be awarded her sole and separate property all her personal effects, clothing, wedding ring, jewelry, and personal property currently in her possession, and also the dresser (given to her by mother), Electric scooter, cat tree's, tote with her belongings, Hell Cat gun, Alexa, GBL Speaker, tan lounge chair, Microsoft laptop, toaster oven, suitcase, Queen pillows, Kia cargo liner, Kia video player, two (2) cats, two (2) cat kennels, cat towers and accessories.

9. Neither party shall dispose of or encumber material property until this divorce is finalized without consent of the other party.

DEBTS & FINANCIAL OBLIGATIONS

10. Jesse shall be responsible for the following debts:

a. Federal taxes and Utah State taxes - \$2100, AFCU credit card, two (2) Capital One loans, AFCU line of credit, Amazon credit card, Dallas Cowboys Visa credit card, PayPal credit card, and student loan debts incurred during the course of the marriage.

11. Maria shall pay the following debts:

a. American Express credit card in her own name.

12. Maria shall establish her own cell phone plan and car insurance in her own name by July 1, 2026.

13. Any bank accounts in the parties' individual names will be awarded to the individual whose name is on the account

14. In addition to a creditor's duties as a secured party under Section 70A-9-112 and his duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor,

who has been notified by service of a copy of a court order under Sections 30-3-5 of 30-4-3 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, shall provide to the debtors individually all statements, notices and other similar correspondence required by law or by the contract.

15. With respect to a debtor who is not ordered by the court under Sections 30-3-5 or 30-4-3 to make payments on a joint obligation, no negative credit report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required herein above unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court.

ALIMONY

16. That no alimony shall be awarded to either party whether past, present or future.

RETIREMENT BENEFITS

17. The parties are each entitled to their own employment retirement accounts in their respective names as their sole and separate property.

STATE & FEDERAL INCOME TAX RETURNS

18. Beginning tax year 2026, and every year thereafter, the parties shall file separate federal and state income taxes, and each party shall be awarded the tax refund to which he or she may be entitled and pay any tax debt resulting from filing federal or state tax forms.

MAIDEN NAME

19. Maria shall be restored to her maiden on Vaterlaus, if she desires.

MUTUAL RESTRAINING ORDER

20. Each party shall be permanently restrained from annoying, bothering, harassing, threatening, stalking, or harming the other at any time and at any place.

MEDIATION

21. Prior to any *Petition to Modify* being filed to change any provisions of the final *Decree of Divorce*, the parties shall attempt to resolve the issue through mediation.

EXECUTION OF DOCUMENTS

22. Each party shall execute and deliver to the other party any documents necessary to implement the provisions of the final *Decree of Divorce* entered by the court.

MISCELLANEOUS PROVISIONS

23. Each party shall promptly at any time or times required, make, execute and deliver any releases, documents and instruments that may be necessary to carry out into effect the covenants, conditions and provisions contained in the Judgment and Decree of Divorce in this matter.

24. All property and money received or retained by each party pursuant to the Judgment and Decree of Divorce shall be the separate property of such party free and clear of any right, interest or claim of the other party, and each party shall thereafter own, have and enjoy, independently of any claim or right of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party shall have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

25. Each party, after the entry of the Judgment and Decree of Divorce shall be solely

responsible for all debts incurred by him or her. Neither party shall thereafter incur any debts, obligations or liabilities on the parties' credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold harmless the other from any debts, obligations or liabilities that may exist or come into existence in violation of the foregoing.

FULL DISCLOSURE OF LIABILITIES

26. Each spouse warrants to the other that he or she has not incurred nor shall incur, on or before the effective date of the Agreement, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse. If either spouse has incurred or does incur, on or before the effective date of this Agreements, any liability not disclosed and listed in this Agreement for which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this Agreement by the other Spouse, that warrantor shall fully indemnify the other with the respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction of any other remedy arising from nondisclosure of such liabilities.

FUTURE LIABILITIES

27. Each spouse warrants to the other that they shall not incur, after the effective date of the Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against as asset held by the other spouse.

a. If either Spouse incurs, after the effective date of the Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Spouse, that warrantor shall indemnify the other for

any liability on the obligation, attorney fees, and related costs.

-----END OF ORDER-----

APPROVED AS TO FORM:

/s/ Maria Wayment

(Signed by Jesse Wayment with permission from Maria Wayment)
Maria Wayment, Respondent Pro Se

Judge's Signature:

Cristina Ortega



Date: September 5, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of August, 2026, I sent a true and correct copy of the forgoing **DECREE OF DIVORCE, FINDINGS OF FACT AND CONCLUSIONS OF LAW**, to the following via e-mail .

Maria Wayment
mariavat13@gmail.com
Respondent Pro Se