



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTTLE

When recorded return to:
MARLENE D. MORRISON
38500 No. Navajo Drive
Santan Valley, AZ 85140

DATE/TIME: 03/10/2011 1021
FEE: \$16.00
PAGES: 8
FEE NUMBER: 2011-020587



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DECREE OF DISSOLUTION

(The above space reserved for recording information)

DOCUMENT TITLE

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2010 DEC -3 AM 9:05

BY Mat
DEPUTY

1 Scott E. Stewart
2 State Bar No.: 017558
3 WILSON-GOODMAN & FONG, P.L.L.C.
4 538 S. Gilbert Road, Ste. 101
5 Gilbert, Arizona 85296
6 Phone: (480) 503-9217
7 Fax: (480) 503-9219
8 Attorney for Petitioner

6 IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
7
8 IN AND FOR THE COUNTY OF PINAL

9 In re the Marriage of:

) Case No.: S1100DO201000131

10 MARLENE D. MORRISON,

11 Petitioner,

) DECREE OF DISSOLUTION

12 and

) (Assigned to the Honorable Kevin D. White)

13 CHRISTOPHER G. MORRISON,

14 Respondent

15
16 This proceeding having come on regularly before the Court for trial on July 21, 2010.

17 WHEREUPON, the Court having considered testimony, the agreement of the parties made on
18 the Court record, pleadings and the entire court record, and the matter having been submitted to the
19 Court for decision, and having been fully apprised in the premises,

20 THE COURT FINDS the following:

- 21 1. That at least one of the Parties has been domiciled in the State of Arizona for more than 90
22 days immediately preceding the filing of the Petition; that the conciliation provisions of A.R.S. § 25-381.09,
23 and the domestic relations education provisions of A.R.S. §25-352 either do not apply or have been met;
24 that the marriage is irretrievably broken and there is no reasonable prospect for reconciliation.
25

1 To the extent it has jurisdiction to do so, the Court has considered and made provisions for
2 maintenance and disposition of property, and, where applicable, support, custody and visitation.

3 2. That the parties were married on May 23, 1998; that the Petition for Dissolution of
4 Marriage was filed on January 20, 2010; that service of process was lawfully made upon Respondent;
5 that Respondent has made an appearance and an appearance fee has been paid; and that the marriage is
6 not subject to the provisions of the covenant marriage statute, A.R.S. § 25-901, et. seq.

7 3. That there are no minor children common to the parties.

8 4. Neither Party seeks an order of spousal maintenance or meets the criteria set forth in A.R.S.
9 §25-319(A) for an award of spousal maintenance.

10 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

11 1. The marriage heretofore existing between the Parties is dissolved, and each Party is returned
12 to the status of a single person effective upon the signing and entry of this Decree.

13 2. Neither party shall receive an award of spousal maintenance.

14 3. Husband shall be awarded as his sole and separate property, subject to any liens or
15 encumbrances thereon, the following:

16 a) 2002 Dodge Ram Truck;

17 b) the utility trailer; and

18 c) all items of personal property listed in Respondent's Exhibit 27 as "Respondent's
19 Community Property", attached hereto as Exhibit A, except for the following items which shall be awarded
20 to Wife: the 2006 Buick La Cross and the Engagement Ring;

21 d) Any bank accounts and retirement accounts in Husband's name only.

22 4. Wife shall be awarded as her sole and separate property, subject to any liens or
23 encumbrances thereon, the following: all vehicles, household furniture, furnishings and appliances, and
24 other personal property listed in Respondent's Exhibit 27 as "Petitioner's Community Property", attached
25 hereto as Exhibit A, plus the following additional items:

1
2 a) all vehicles, household furniture, furnishings and appliances, and other personal
3 property listed in Respondent's Exhibit 27 as "Petitioner's Community Property";

4 b) the 2006 Buick La Cross;

5 c) the Engagement Ring;

6 d) all remaining items in the storage room in West Virginia;

7 e) all other remaining items of personal property currently in Wife's possession, which
8 are not awarded to Husband herein;

9 f) All bank account and retirement accounts in Wife's name only.

10
11 5. Wife shall be awarded as her sole and separate property, subject to any liens or
12 encumbrances thereon, the residence and real property located at 38500 North Navarro Drive, San Tan
13 Valley, AZ 85140 and legally described as follows: Lot 727, of Loreda Ranch Unit 2, According to the Plat
14 of Record in the Office of the County Recorder of Pinal County, Arizona, Record in Cabinet G, Slide 33.

15 Husband shall provide to Wife a Quit Claim Deed on the Property. Wife shall attempt to refinance
16 the mortgage as soon as it is feasibly possible to do so. Wife shall refinance the mortgage in her name
17 alone. The property will remain Petitioner's sole and separate property. The home mortgage obligation
18 shall be Petitioner's sole and separate obligation without right of reimbursement from Respondent, and
19 Petitioner shall indemnify and hold Respondent harmless therefrom.

20
21 6. Husband shall pay and hold Wife harmless from the following community debts:

22 a) One-Half (1/2) of the debt owed to Master-Card as of the date of separation on
23 January 13, 2010. Any charges including interest after January 13, 2010 shall be the obligation of Husband.

1 b) Husband shall reimburse Wife for the debt owed for which Wife has paid to the
2 following debts: HSN, Capitol One and the QVC credit cards for the period of January 13 until July 21,
3 2010 as his share of the community obligations in the amount of \$589.83.

4 c) Half of any remaining debt of the RV;

5 d) Any other debt remaining on any property awarded to Husband.

6 7. Wife shall pay and hold Husband harmless from the following community debts:

7 a) One-Half (1/2) of the debt owed to Master Card as of the date of separation on
8 January 13, 2010.

9 b) One-Half (1/2) of the debt owed on the following credit cards as of the date of
10 separation on January 13, 2010: Master Card, Kohls, HSN, Capitol One, and QVC credit cards. Wife has
11 already paid these debts and shall receive a credit in the amount of \$589.83 from Husband.

12 c) Half of any remaining debt on the RV;

13 d) The Banner Care Credit Card debt;

14 e) The Mortgage on the home awarded to Wife as of July 21, 2010;

15 f) Any debt owed on the Jaguar; and

16 g) Any debt remaining on any other property awarded to Wife.

17 8. Each Party shall pay any debt incurred by him or her respectively since the date of the
18 Parties' separation on January 13, 2010.

19 9. Confirming to each party, as his or her sole and separate debts, any debts associated with
20 property awarded to each individual hereunder.

21 10. Each party shall be responsible for their own attorney fees and costs.

22 11. Absent a valid Will with provisions to the contrary, and executed subsequent to the date
23 of this Decree, each party hereby:
24
25

1 a. Waives and releases any right or interest in all real or personal property which the
2 other party may now own or hereafter acquire.

3 b. Agrees that the estate of the other party, real and personal, shall go and belong at
4 the death of the other party, to the person or persons other than Husband or Wife, who would have
5 become entitled hereto pursuant to the decedent's Will, or the intestacy laws of the State of Arizona.

6 c. Waives his or her right of election and every other right by the laws of any
7 jurisdiction to take against any Will of the other party, if such Will shall have been executed before the
8 date of this Decree.

9 12. Each party shall, at any time, make execute and deliver all instruments, conveyances,
10 powers of attorney, authorizations and all other documents or assigns reasonably required or necessary
11 to effectuate any conveyance or transfer of any property, real or personal, for the purpose of giving full
12 effect to this Decree; provided, however, neither party hereto shall be required to assume liability for the
13 payment of any money or the incurring of any liability other than as expressly provided for in this
14 Decree.

15 13. For previous calendar years, pursuant to IRS rules and regulations, the parties will file
16 joint federal and state income tax returns and hold each other harmless from half of all additional
17 income taxes if any and other costs, and each will share equally in any refunds. This calendar year and
18 continuing thereafter, each party will file separate federal and state income tax returns. Each party shall
19 give the other party all necessary documentation to file all tax returns. Each party shall be responsible
20 for his or her own federal and state income tax returns and will hold the other party harmless.

21 14. The terms of this Decree are entered into by the parties on each party's representation
22 that they have made full, complete and accurate disclosure of all the property in which the parties may
23 have an ownership, equitable, or constructive interest and each party warrants that he or she has made a
24 full disclosure of all such property and of all debts or liabilities for which the parties may be held either
25 jointly or severally liable.

1 15. A QDRO is not necessary.

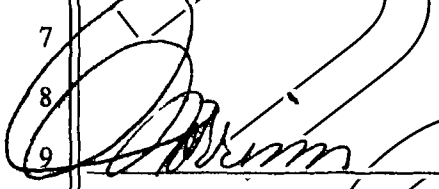
2 16. Pursuant to Rule 81(A), Arizona Rules of Family Law Procedure, this final
3 judgment/decree is settled, approved and signed by the court and shall be entered by the clerk.

4 DONE IN OPEN COURT on 11-29-2010

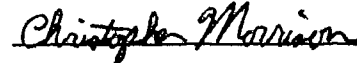


Hon. Kevin D. White

6 Approved As To Form And Content:



10 MARLENE MORRISON
11 Petitioner

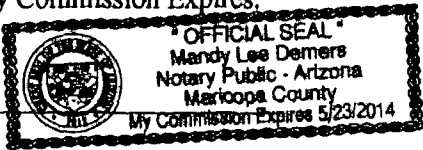


CHRISTOPHER MORRISON
Respondent

12 STATE OF ARIZONA)
13) ss.
13 County of Maricopa)

14 SUBSCRIBED TO AND SWORN BEFORE ME this 17th day of September, 2010 by Marlene
15 Morrison.

16 My Commission Expires:



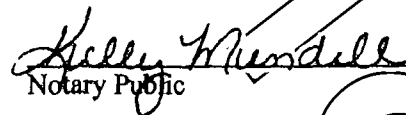
Notary Public

19 STATE OF Texas)
20) ss.
20 County of Dallas)

21 SUBSCRIBED TO AND SWORN BEFORE ME this 14th day of October, 2010 by
22 Christopher Morrison.

23 My Commission Expires:

2/19/2014



Notary Public



1
2
3 Scott E. Stewart
Attorney for Petitioner

James Cork
Attorney for Respondent

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STATE OF ARIZONA
COUNTY OF PINAL

CHAD A. ROCHE, Clerk of the Superior Court, State of
Arizona, in and for the County of Pinal, do hereby certify that I have
compared the foregoing copy of a D0201000131 12/3/10

Decree of Dissolution
and the endorsement thereon, with the original records of the same
remaining in this office, and that the same are correct transcripts
therefrom, and the whole of said original records.

Witness my hand and seal of said Court affixed
This 10 day of March 20 11

By [Signature] CHAD A. ROCHE, Clerk
Deputy Clerk