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Final Divorce Decree - Agreed - OCA
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CAUSE NO. [REDACTED]

12 OCT 22 PM 2:19
IN COUNTY COURT AT LAW
NUMBER 2

IN THE MATTER OF
THE MARRIAGE OF

MEKISHA JANE [REDACTED]
AND [REDACTED]

AND IN THE INTEREST OF
RYAN [REDACTED] AND GRACE
ELIZABETH [REDACTED], CHILDREN

[REDACTED] COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On 10/22/2012 the Court considered this case.

Appearances

Petitioner, MEKISHA JANE [REDACTED], appeared in person and through attorney of record, STEPHANIE J. PROFFITT, and announced ready for trial.

Respondent, [REDACTED], appeared in person and through attorney of record, JAHN ERIC HUMPREYS, and announced ready for trial.

Amicus Attorney, [REDACTED], appeared and announced ready for trial

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

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Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Divorce

IT IS ORDERED AND DECREED that MEKISHA JANE [REDACTED], Petitioner, and [REDACTED], Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Children of the Marriage

The Court finds that Petitioner and Respondent are the parents of the following children:

Name: RYAN [REDACTED]

Sex: MALE

Birth date: [REDACTED]

Home state: Texas

Name: GRACE ELIZABETH [REDACTED]

Sex: FEMALE

Birth date: [REDACTED]

Home state: Texas

The Court finds no other children of the marriage are expected.

Termination of Parental Rights

The Court finds by clear and convincing evidence that [REDACTED] has-executed an unrevoked or irrevocable affidavit of relinquishment of parental rights as provided for by chapter 161 of the Texas Family Code.

The Court also finds by clear and convincing evidence that termination of the parent-child relationship between [REDACTED] and the child the subject of this suit is in the best interest of the child.

IT IS THEREFORE ORDERED that the parent-child relationship between [REDACTED] and the children the subject of this suit is terminated.

Interstate Compact

The Court finds by clear and convincing evidence that Petitioner has filed a verified allegation or statement regarding compliance with the Interstate Compact on the Placement of Children as required by section 162.002 of the Texas Family Code.

Managing Conservator

IT IS ORDERED that MEKISHA JANE [REDACTED] is appointed Managing Conservator of the children the subject of this suit, the Court finding this appointment to be in the best interest of the children.

Name Change

IT IS FURTHER ORDERED that the name of the child the subject of this suit is changed to GRACE ELIZABETH WALKER.

Record Sealed

IT IS ORDERED that all papers and records in this case, including the minutes of the Court, be sealed.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the child of the marriage.

Property to Husband

IT IS ORDERED AND DECREED that the husband, [REDACTED], is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents: [REDACTED], Houston, Texas 77062

H-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles,

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appliances, and equipment in the possession of the husband or subject to his sole control.

H-3. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-4. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-5. The 2009 Lexus RX350 motor vehicle, together with all prepaid insurance, keys, and title documents.

Property to Wife

IT IS ORDERED AND DECREED that the wife, MEKISHA JANE [REDACTED], is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents: [REDACTED]

[REDACTED]

W-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-3. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings

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institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

W-4. The sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the wife's past, present, or future employment.

W-5. The 2012 Lexus RX350 motor vehicle, together with all prepaid insurance, keys, and title documents.

Division of Debt

Debts to Husband

IT IS ORDERED AND DECREED that the husband, [REDACTED], shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

H-1. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by MEKISHA JANE [REDACTED] and [REDACTED], and secured by deed of trust on the real property awarded in this decree to the husband, which is recorded in the Deed of Trust Records of Harris County, Texas.

H-2. The balance due, including principal, interest, and all other charges, on the promissory note given as part of the purchase price of and secured by a lien on the 2009 Lexus RX350 motor vehicle awarded to husband.

H-3. All debts, charges, liabilities, and other obligations incurred solely by the husband from and after DECEMBER 8, 2011 unless express provision is made in this decree to the contrary.

H-4. The following debts, charges, liabilities, and obligations:

- a. Debt owed to Capital One, Account number xxxx [REDACTED]
Approximate Balance: \$2,874
- b. Debt owed to Chase, Account number xxxx [REDACTED]
Approximate Balance \$5,460
- c. Debt owed to Macy's, Account number xxxx [REDACTED]
Approximate Balance \$4,350
- d. Debt owed to Conn's, Account number xxxxx [REDACTED]
Approximate Balance \$5,000

Debts to Wife

IT IS ORDERED AND DECREED that the wife, MEKISHA JANE [REDACTED], shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

W-1. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed by MEKISHA JANE [REDACTED] and [REDACTED], and secured by deed of trust on the real property awarded in this decree to the wife, which is recorded in the Deed of Trust Records of [REDACTED] County, Texas.

W-2. The balance due, including principal, interest, and all other charges, on the promissory note given as part of the purchase price of and secured by a lien on the 2012 Lexus RX350 motor vehicle awarded to wife.

W-3. All debts, charges, liabilities, and other obligations incurred solely by the wife from and after DECEMBER 8, 2011 unless express provision is made in this decree to the contrary.

W-4.

The following debts, charges, liabilities, and obligations:

- a. House Note Debt owed to Wells Fargo, Account number xxxxx [REDACTED]

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- Approximate Balance: \$141,348
- b. Debt owed to Discover Credit Card, Account number xxxx [REDACTED]
Approximate Balance: \$8,956
- c. Debt owed to Chase, Account number xxxx [REDACTED]
Approximate Balance \$7,221
- d. Debt owed to Chase, Account number xxxx [REDACTED]
Approximate Balance \$ 9,367
- e. Debt owed to Chase, Account number xxxx [REDACTED]
Approximate Balance \$7,325
- f. Debt owed to Capital One, Account number xxxx [REDACTED]
Approximate Balance \$543
- g. Debt owed to Bank of America Credit Card, Account number xxxx [REDACTED]
Approximate Balance \$17,635
- h. Debt owed to Bank of America Credit Card, Account number xxxx [REDACTED]
Approximate Balance \$15,045
- i. Debt owed to Best Buy, Account number xxxx [REDACTED]
Approximate Balance \$ 455

Notice

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, and for services rendered in connection with conservatorship and support of the child, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

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IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

Transfer and Delivery of Property

[REDACTED] is ORDERED to execute, have acknowledged, and deliver to STEPHANIE J. PROFFITT, no later than May 1, 2012, these instruments:

- 1. Special Warranty Deed; and
- 2. Deed of Trust to Secure Assumption.

MEKISHA JANE [REDACTED] is ORDERED to execute, have acknowledged, and deliver to JAHN ERIC HUMPHREYS, no later than May 1, 2012, these instruments:

- 1. Special Warranty Deed; and
- 2. Deed of Trust to Secure Assumption.

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

Change of Petitioner's Name

IT IS ORDERED AND DECREED that MEKISHA JANE [REDACTED] s name is changed to MEKISHA JANE WALKER.

Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary order of this Court.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are

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discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, MEKISHA JANE [REDACTED], and Respondent, [REDACTED], each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on

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demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

SIGNED on

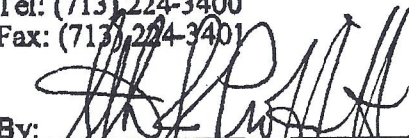
10/22/2012


JUDGE PRESIDING

JK


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APPROVED AND CONSENTED TO AS TO
BOTH FORM AND SUBSTANCE:


PETITIONER


RESPONDENT

