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Return to: Samuel M. Turner, Attorney
504 Broadway, Gary, Ind.

32694
Inv. 54559

LAKE COUNTY TITLE COMPANY
DIVISION OF THE ASSOCIATED REAL ESTATE BROKERS

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STATE OF INDIANA) IN THE PORTER SUPERIOR COURT
COUNTY OF PORTER) SS: NOT OFFICIAL
SITTING AT VALPARAISO, INDIANA

DO NNA JEAN BENNETT)
VS.) CAUSE NO. 69PSC-233
WILLIAM COPELAND BENNETT)

FINAL DECREE OF DIVORCE

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Come now the parties, in person and by counsel, and it appearing to the Court that the defendant was duly served with process more than ten days before the day on which the summons herein was made returnable as appears by return by the Sheriff of Porter County, Indiana, which summons and return are in the words and figures following, to-wit: (H.I.); and it further appearing that the defendant duly filed an answer and cross-complaint in said cause of action, and that plaintiff filed an answer to said cross-complaint, which pleadings are in the words and figures following, to-wit: (H.I.); and it further appearing that this cause has been duly filed more than sixty days and that said cause is at issue, the same being now submitted to the Court for trial and findings without the intervention of the jury;

And the Court, having heard the evidence and being duly advised in the premises finds that the plaintiff herein has been a bona fide continuous resident of Porter County for at least six months prior to the filing of this action of divorce and a continuous bona fide resident of the State of Indiana for at least one year prior to the filing of this action for divorce;

And the Court further finds for the plaintiff, that she is entitled to a decree of absolute divorce on her complaint and the Court finds further that the defendant is not entitled to a divorce on his cross-complaint;

And the Court finds further that the plaintiff cross-defendant, Donna Bennett, shall have the care, custody and control of the minor child of the parties, Jill Bennett, born July 22, 1960 subject to the right of visitation in defendant cross-complainant, William Copeland Bennett, from Friday to Sunday evening at 8:00 p.m. on the second and fourth weekends of each and every month hereafter, at which time defendant shall return said child to plaintiff's custody, care and control;

And the Court finds further that the defendant cross-complainant, William Copeland Bennett, shall have the care, custody and control of the minor children of the parties, William Copeland Bennett, Jr, born January 9, 1956 and Jody Bennett, born March 27, 1958 subject to the right of visitation in plaintiff cross-defendant, Donna Bennett, from Friday to Sunday

STATE OF INDIANA
LAKE COUNTY
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evening at 8:00 p.m. on the first, third and fifth weekends of each and every month hereafter, at which time plaintiff shall return said children to defendant's custody, care and control;

And the Court finds further that neither party shall permanently remove any of the minor children of the marriage from Porter County, Indiana without the prior written permission of the other party or by order of the Court;

The Court further finds that the defendant should pay into the office of the clerk of this Court the sum of \$25.00 per week commencing Friday, September 26, 1969 and each and every Friday thereafter as and for support and the use and benefit of Jill Bennett.

The Court finds further that neither parties shall socialize with members of the opposite sex who are not relatives or members of the family in the respective homes of the parties or elsewhere in the presence of the three minor children of the parties or any of them;

The Court further finds that as of the time of this order the defendant cross-complainant, William Copeland Bennett, does not have a suitable residence to make a home for the minor children, William Copeland Bennett, Jr. and Jody Bennett, and that therefore the said William Copeland Bennett, Jr. and Jody Bennett shall reside in the home of their aunt and uncle, Stanley Bennett and Lilly Bennett, until such time as the defendant cross-complainant, William Copeland Bennett, shall provide a residence suitable to the Court and that the said defendant cross-complainant, William Copeland Bennett, shall provide such suitable residence within sixty days of the date of this order;

The Court finds further that the plaintiff cross-defendant, Donna Bennett, shall have full care, control and custody of William Copeland Bennett, Jr. and Jody Bennett for a two week period each summer after thirty days notice setting said two week period to the defendant cross-complainant, William Copeland Bennett; the defendant cross-complainant, William Copeland Bennett, shall have the full right of care, control and custody of Jill Bennett for a two week period each summer after thirty day notice to the plaintiff cross-defendant, Donna Bennett. Said two week periods shall not be coincidental and shall occur during the children's summer vacation from school.

And the Court finds further that all of the minor children of the parties are taking music lessons from the plaintiff, Donna Bennett, and that they should be allowed to continue to do so so long as said children and the plaintiff are all willing to continue same;

And the Court finds further that the plaintiff cross-defendant, Donna Bennett, shall turn over to the defendant cross-complainant, William Copeland Bennett, for the use and benefit of the minor children, William Copeland Bennett, Jr. and Jody Bennett, all of their clothing, personal effects and musical instruments instanter.

And the Court further finds that the parties are the owners of the following described personal property:

1. Furniture and household goods located at 111 Waverly Road, Chesterton, Indiana.
2. A lawn mower and roto tiller located at 111 Waverly Road, Chesterton, Indiana.
3. A 1966 Plymouth automobile in possession of defendant.

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4. Boat and trailer in possession of defendant.
5. A 1947 Ferguson tractor in possession of defendant.
6. Stock in trade and business fixtures located in music store at 1500 Broadway, Chesterton, Indiana.
7. According to the deposition of plaintiff.
8. A promissory note executed by one William Carlson to the parties in the approximate face amount of \$850.00
9. A claim against insurance companies for merchandise burgled from music store on or about September 21, 1969.

And the Court further finds that the plaintiff shall have as her sole and separate property the following items of personal property:

1. Furniture and household goods located at 111 Waverly Road, Chesterton, Indiana.
2. The Lawn mower and roto tiller located at 111 Waverly Road, Chesterton, Indiana.
3. Accordion now in possession of plaintiff.
4. Promissory note executed by William Carlson to the parties herein in the approximate face amount of \$850.00

And the Court finds further that the defendant shall have as his sole and separate property the following items of personal property:

1. A 1966 Plymouth automobile in possession of defendant.
2. Boat and trailer in possession of defendant.
3. The 1947 Ferguson tractor in possession of defendant.
4. Stock in trade and business fixtures located in music store at 1500 Broadway, Chesterton, Indiana.
5. A claim against the insurance companies for merchandise burgled from music store on or about September 21, 1969.

And the Court finds further that the parties hereto are the owners as tenants by the entireties of real estate upon which is located a three apartment building located at 821 Carolina Street, Gary, Indiana, upon which the parties have executed a mortgage in favor of Steel City Federal Savings and Loan Association and which the parties have sold by contract to one William Carlson and in connection therewith there exists a savings account in the names of the parties at Steel City Savings and Loan Association.

The Court finds further that the parties hereto are the owners as tenants by entireties real estate consisting of a single family residence built upon two lots and two vacant lots adjacent thereto all commonly known as 3325 East 26th Street, Gary, Indiana and upon which the parties have executed to Steel City Federal Savings and Loan Association a mortgage on that portion of said real estate upon which the single family residence exists and which the parties have sold on contract to one Joseph Striker and in connection with there exists a savings account at Steel City Federal Savings and Loan Association;

And the Court finds further that the parties are owners as tenants by the entireties of real estate consisting of two single family residences on one lot commonly known as 3640 Oregon Street, Gary, Indiana which is free and clear of any mortgages and which the parties have sold on contract to one McGowan and in connection therewith there exists a savings account at

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First Federal Savings and Loan Association of Gary;

And the Court finds further that the parties are owners by the entireties of real estate consisting of a store building and commonly known as 1453 Broadway, Chesterton, Indiana upon which the parties have executed a mortgage in favor of Chesterton Rural Savings and Loan Association and which is presently rented by the parties to an upholstery shop proprietor;

And the Court finds further that the parties are owners as tenants by the entireties of a single family dwelling on real estate commonly known as 106 South 14th Street, Chesterton, Indiana and upon which the parties have executed to Chesterton Rural Savings and Loan Association a mortgage and which the parties have presently rented to a tenant named Lagenour;

And the Court finds further that the parties are owners as tenants by the entireties of real estate consisting of a single family dwelling and commonly known as 1505 Broadway, Chesterton, Indiana upon which the parties have executed a mortgage in favor of Porter State Bank and which the defendant leased to one Josie Miller;

And the Court finds further that the parties are owners as tenants by the entireties of real estate consisting of a music store building commonly known as 1500 Broadway, Chesterton, Indiana upon which there are no liens or mortgages and in which defendant is presently operating a music store business;

And the Court finds further that the parties are owners as tenants by the entireties of real estate consisting of a single family dwelling upon a tract of land approximately five acres upon which the parties have executed a mortgage in favor of Chesterton Rural Loan and Savings Association and a second mortgage in favor of Porter State Bank and which is presently occupied by plaintiff as a residence.

And the Court finds further that plaintiff shall have as her sole and separate property the real estate hereinabove referred to and located at 821 Carolina Street, Gary, Indiana and at 111 Waverly Road, Chesterton, Indiana and plaintiff shall have the ownership and benefit of the contract proceeds and savings account in connection therewith and plaintiff shall assume and pay and hold the defendant harmless from the payment of any existing obligations, liens and taxes on said parcels of real estate;

And the Court finds further that the defendant shall have as his sole and separate property the real estate hereinabove referred to and located at 3325 East 26th Street, Gary, Indiana, 3640 Oregon Street, Gary, Indiana, 1453 Broadway, Chesterton, Indiana, 106 South 14th Street, Chesterton, 1500 Broadway, Chesterton, Indiana and 1505 Broadway, Chesterton, Indiana and defendant shall have the ownership and benefit of the contract proceeds and savings accounts in connection therewith and defendant shall assume and pay and hold the plaintiff harmless from the payment of any existing obligations, liens and taxes on said parcels of real estate;

And the Court finds further that each of the parties shall

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execute all documents and do all acts necessary to complete and effectuate all transfers of title herein ordered and upon their failure to do so within thirty days the Court hereby appoints Charlotte Sweeny as commissioner of this Court to execute any and all documents necessary to accomplish same.

And the Court finds further that the parties are also indebted to the following creditors in the following approximate amounts:

1. Porter State Bank - \$4200.00
2. Porter State Bank - \$1200.00
3. Porter State Bank - \$400.00
4. Local Finance Corp. - \$4200.00
5. Sears, Roebuck and Co. - \$2200.00
6. Dunes Lumber Co., Chesterton - \$600.00

And the Court finds further that the defendant shall assume and pay these existing obligations and hold the plaintiff harmless from payment thereof and the Court finds further that the defendant shall assume and pay and hold the plaintiff harmless from the payment of any and all obligations of the parties not herein listed and incurred prior to the date of the filing of this action of divorce, to-wit: April 1, 1969.

The Court finds further that the parties have incurred obligations for fire and extended insurance coverage upon their various pieces of real estate and finds further that each party shall assume and pay that portion thereof chargeable to those tracts of real estate herein set over as their sole and separate property.

And the Court finds further that plaintiff's counsel is entitled to the sum of \$1100.00 as additional and reasonable attorney fees over and above the \$650.00 already paid plaintiff's attorney by the defendant herein and that plaintiff's counsel, Martin Behnke, shall have judgment against the defendant cross-complainant, William Copeland Bennett, Sr., in the sum of \$1100.00, which judgment shall be payable at the rate of \$100.00 per month commencing November 1, 1969 and on the first day of each month thereafter until fully paid without relief from valuation and appraisal laws.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff is awarded an absolute divorce from defendant.

IT IS ORDERED that the plaintiff cross-defendant, Donna Bennett, shall have the care, custody and control of the minor child of the parties, Jill Bennett, born July 22, 1960 subject to the right of visitation by defendant Cross-complainant, William Copeland Bennett, from Friday to Sunday evening at 8:00 p.m. on the second and fourth weekends of each and every month hereafter, at which time defendant shall return said child to plaintiff's custody, care and control;

IT IS ORDERED that the defendant cross-complainant, William Copeland Bennett, shall have the care, control and custody of the minor children of the parties, William Copeland Bennett, Jr. born January 9, 1956 and Jody Bennett, born March 27, 1958 subject to the visitation in plaintiff cross-defendant, Donna Bennett, from Friday to Sunday evening at 8:00 p.m. on the first, third and fifth weekends of each and every month hereafter, at which time plaintiff shall return said children to defendant's custody, care and control;

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IT IS ORDERED that neither party shall permanently remove any of the minor children of the marriage from Porter County, Indiana without the prior written permission of the other party or by order of the Court;

IT IS ORDERED that defendant pay into the office of the clerk of this Court the sum of \$25.00 per week commencing Friday, September 26, 1969 and each and every Friday thereafter as and for support and the use and benefit of Jill Bennett;

IT IS ORDERED that neither party shall socialize with members of the opposite sex who are not relatives or members of the family in the respective homes of the parties or elsewhere in the presence of the three minor children of the parties or any of them;

IT IS ORDERED that the said William Copeland Bennett, Jr. and Jody Bennett shall reside in the home of their aunt and uncle, Stanley Bennett and Lilly Bennett, for no longer than sixty days within such time defendant cross-complainant, William Copeland Bennett, is ordered to provide a residence suitable to the Court;

IT IS ORDERED that the plaintiff cross-defendant, Donna Bennett, shall have the care, control and custody of William Copeland Bennett, Jr. and Jody Bennett for a two week period each summer after thirty days notice setting said two week period to the defendant cross-complainant, William Copeland Bennett; the defendant cross-complainant, William Copeland Bennett, shall have the full right of care, control and custody of Jill Bennett for a two week period each summer after thirty days notice to the plaintiff cross-defendant, Donna Bennett, said two week periods shall not be coincidental and shall occur during the children's summer vacation from school;

IT IS ORDERED that the minor children of the parties should be allowed to continue to take music lessons from the plaintiff as long as all are willing to continue same;

IT IS ORDERED that the plaintiff cross-defendant, Donna Bennett, turn over to the defendant cross-complainant, William Copeland Bennett, all of the clothing, personal effects and musical instruments of William Copeland Bennett, Jr. and Jody Bennett;

IT IS ORDERED that the plaintiff shall have as her sole and separate property the following items of personal property: furniture and household goods at 111 Waverly Road, lawn mower and roto tiller at 111 Waverly Road, her accordion and a promissory note executed by William Carlson to the parties herein in the approximate face amount of \$850.00;

IT IS ORDERED that the defendant shall have as his sole and separate property the following items of personal property: 1966 Plymouth automobile, boat and trailer, 1947 Ferguson tractor, stock in trade and business fixtures located in music store at 1500 Broadway, Chesterton and a claim against the insurance companies for merchandise burgled from music store on or about September 21, 1969;

IT IS ORDERED that plaintiff have as her sole and separate property the real estate hereinabove referred to and located at 821 Carolina Street, Gary, Indiana and at 111 Waverly Road, Chesterton, Indiana and plaintiff shall have the ownership and

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benefit of the contract proceeds and savings account in connection therewith and plaintiff shall assume and pay and hold the defendant harmless from the payment of any existing obligations, liens and taxes on said parcels of real estate;

IT IS ORDERED that defendant shall have as his sole and separate property the real estate hereinabove referred to and located at 3325 East 26th Street, Gary, Indiana, 3640 Oregon Street, Gary, Indiana, 1453 Broadway, Chesterton, Indiana, 106 South 14th Street, Chesterton, Indiana, 1500 Broadway, Chesterton, Indiana and 1505 Broadway, Chesterton, Indiana and defendant shall have the ownership and benefit of the contract proceeds and savings accounts in connection therewith and defendant shall assume and pay and hold the plaintiff harmless from the payment of any existing obligations, liens and taxes on said parcels of real estate;


IT IS ORDERED that each of the parties shall execute all documents and do all acts necessary to complete and effectuate all transfers of title herein ordered and upon their failure to do so within thirty days the Court orders Charlotte Sweeny as commissioner of this Court to execute any and all documents necessary to accomplish same;

IT IS ORDERED that the defendant shall assume and pay and hold the plaintiff harmless from payment of the following obligations of the parties in the following approximate amounts: Porter State Bank - \$4200.00, Porter State Bank - \$1200.00, Porter State Bank - \$400.00, Local Finance Corp. - \$4200.00, Dears, Roebuck and Co. - \$2200.00 and Dunes Lumber Co., Chesterton - \$600.00 and all other obligations of the parties not herein listed and incurred prior to April 1, 1969;

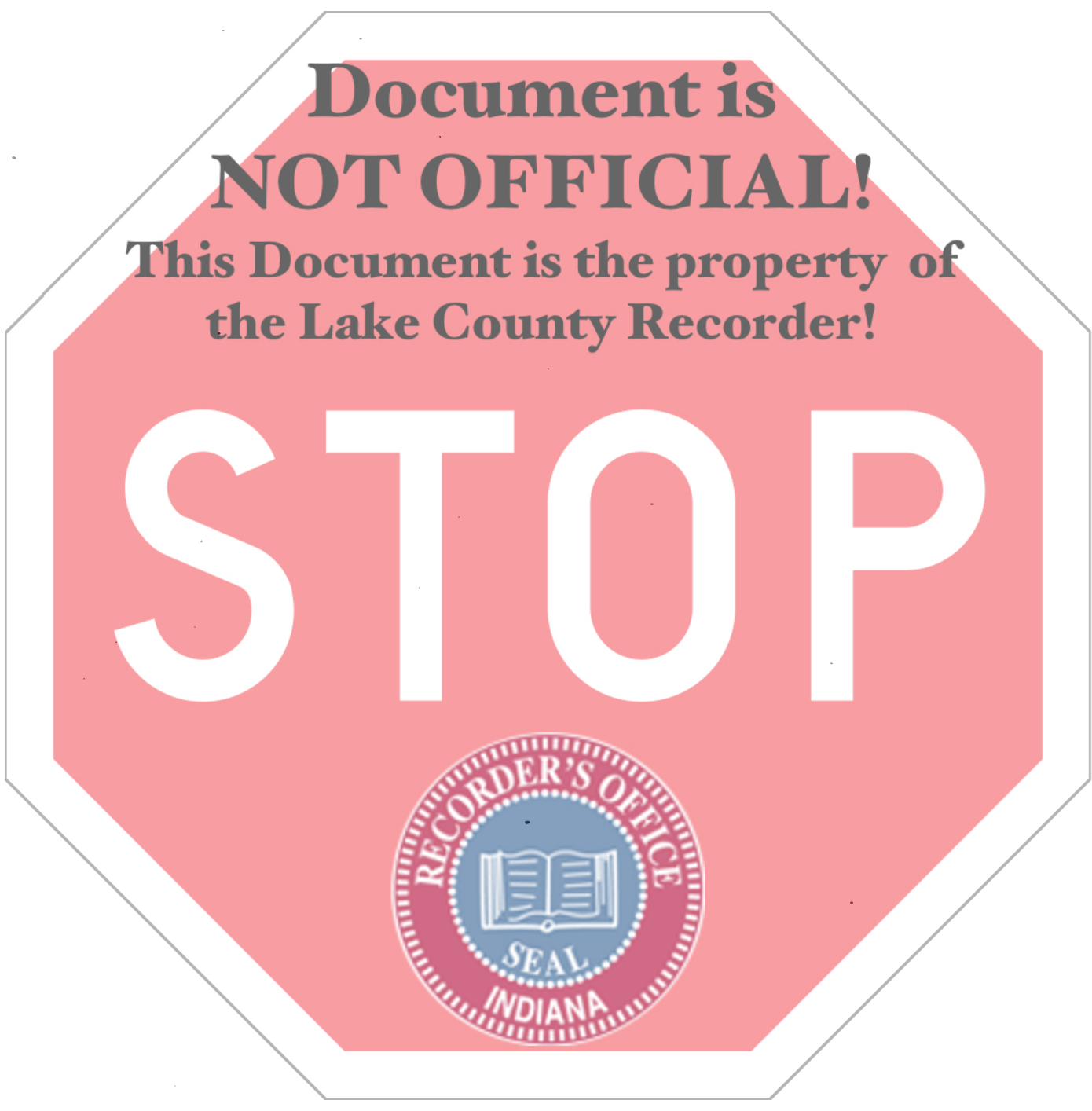
IT IS ORDERED each party shall pay that portion of existing obligations for fire and extended insurance coverage as is attributable to those parcels set over as his or her sole property herein;

IT IS ORDERED that plaintiff's attorney, Martin Behnke, shall have judgment against the defendant cross-complainant, William Copeland Bennett, in the sum of \$1100.00, which judgment shall be payable at the rate of \$100.00 per month commencing November 1, 1969 and on the first day of each month thereafter until fully paid without relief from valuation and appraisal laws.

All of which is ordered this 26th day of September, 1969.


Russell V. Neuman
Judge, Porter Superior Court

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STATE OF INDIANA, COUNTY OF PORTER, ss:

I, John W. Ruge, Clerk of the . . . Porter Superior Court of the County of
 Porter in the State of Indiana, do hereby certify that the foregoing is a full, true and complete copy of
 .. Final Decree of Divorce Cause No. 69-PSC-233 Bennett vs Bennett ..

by said Court had in the above entitled cause, as appears of record in my office.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said
 Court, at my office at Valparaiso, this 17
 day of March A.D. 1970

..... John W. Ruge Clerk
 By *Kathy Millante* Deputy Clerk

