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*Brenda Perry  
1541 Georgia*

May 24, 1976 *Gary 46467*

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In Re: The Marriage of  
Brenda Perry and Michael  
D. Perry

475-984 (form)

This action came on for trial before the Court on May 17, 1976, upon the verified petition of Wife, Brenda Perry, for the dissolution of her marriage to Husband, Michael D. Perry; Wife appeared in person and with her attorney, Thomas Greenberg; Husband, having failed and neglected to appear, was three times audibly called in open Court, but came not, and herein made default; and the Court, having heard and considered the allegations and evidence of Wife and argument of counsel, now finds as follows:

1. When the action was submitted, more than sixty days had elapsed after the date this action was filed.

2. Wife had been a continuous, bona fide resident of Lake County, Indiana, for more than six months immediately preceding the date this action was filed.

3. This Court has jurisdiction over both parties and the subject matter of this action.

4. The parties were legally married on July 3, 1968, separated prior to the commencement of this action, and have not cohabited since such separation.

5. Two children were born of this marriage, namely, Michael D. Perry, Jr., age 8, born May 15, 1968, and Pamela Perry, age 5, born January 29, 1971, and Wife is not now pregnant.

6. The parties own the following property to be divided by this Court: real estate and premises at 1541 Georgia Street, Gary, Indiana, more particularly described as follows:  
Lot 12 excepting therefrom the following:

Commencing at a point in the West line of said Lot 12 which is 1.73 feet south of the northwest corner thereof, thence northeasterly in a straight line to a point which is 1.73 feet east of the northwest corner of said Lot 12, thence west along the north line thereof to the northwest corner, thence south along the west line to the point of beginning; Block 5, Davis and Holmes' First Subdivision in the City of Gary, as shown in Plat Book 11, Page 4, in Lake County, Indiana;

42-179-12

DULY ENTERED  
FOR TAXATION

FEB 24 1981

*James O. ...*  
CLERK LAKE COUNTY

and Husband's 1972 or 1973 Buick automobile.

7. The parties have the following outstanding indebtednesses: Mortgage Associates mortgage note \$7,541.00; Westinghouse Credit Mortgage note \$1,700.00; Bank of Indiana mortgage note \$2,578.00; Sears \$500.00; Spiegals \$300.00; Beneficial Finance \$396.00; and Maintenance Division Federal Credit Union \$2,445.00.

8. There is now past due and owing to Wife from Husband pursuant to the provisional order heretofore entered the following sums: \$495.28 on mortgage note owed Mortgage Associates, and \$354.09 on mortgage note owed Bank of Indiana, and \$312.00 on mortgage note owed Westinghouse, and \$82.00 on a note owed Beneficial Finance, an aggregate of \$1,243.37; plus \$800.00 on bi-weekly child support; plus the balance upon an arrearage adjudged by the Court on November 21, 1975, to be in the amount of \$1,356.85, which sum is being paid in periodic installments by United States Steel Corporation pursuant to a wage assignment executed by Husband.

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9. Husband is in violation of the provisional order heretofore entered by reason of converting to his own use the sum of \$3,000.00 received as insurance proceeds for collision damages to the automobile formerly possessed and used by the Wife.

10. This marriage is irretrievably broken, no reasonable possibility of reconciliation exists, the continuation of the marriage would serve neither the interests of the parties, nor society in general, and the marriage should be dissolved.

11. Husband is not in the military service of the United States.

12. Husband should be ordered to pay the costs of this action.

13. Husband should be ordered to pay Wife's attorney fee in the sum of \$100.00, which sum is in addition to the sum of \$400.00 previously paid by Husband for Wife's provisional attorney fee.

14. It is probable and likely that Husband will default upon his child support and other obligations ordered by the Court, and that therefore Husband should be required to execute a wage assignment to secure his compliance with this Court order.

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On the basis of the foregoing findings and the Court being fully otherwise advised in the premises, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. The marriage of Husband and Wife is hereby dissolved and the parties thereto are now restored to the state of unmarried persons.

2. Wife shall have the care, custody, and control of the parties' children, Michael, Jr., and Pamela. Husband shall have the right to visit with said children at all reasonable times and places, upon reasonable advance notice to Wife.

3. For the support of said children, Husband shall pay to the Lake County Clerk, 15 West Fourth Avenue, Gary, Indiana, as Trustee for remittance to Wife, the sum of \$80.00 payable on May 24, 1976, and every alternate Monday thereafter, subject to further order of the Court.

4. For the support of said children, Husband shall further pay directly, or else reimburse the Wife, for all reasonable medical, dental, hospital, and prescription expenses, and shall hold the Wife harmless therefrom.

5. Wife shall hereafter be the sole and exclusive owner of the real estate and premises situated at 1541 Georgia Street, Gary, Indiana, more particularly described as follows:

Lot 12 excepting therefrom the following:

Commencing at a point in the West line of said Lot 12 which is 1.73 feet south of northwest corner thereof, thence northeasterly in a straight line to a point which is 1.73 feet east of the northwest corner of said Lot 12, thence west along the north line thereof to the northwest corner, thence south along the west line to the point of beginning.

Block 5, Davis and Holmes' First Subdivision in the City of Gary, as shown in Plat Book 11, Page 4, in Lake County, Indiana;

and all right, title, and interest of the Husband therein is hereby vested in Wife.

6. Husband shall be the sole and exclusive owner of the 1972 or 1973 Buick automobile now in his possession.

7. Wife shall assume and pay the following bills and indebtedness of the parties, and hold the Husband harmless therefrom: Mortgage Associates mortgage note, \$7,541.00; Westinghouse credit mortgage note, \$1,700.00; and Bank of Indiana mortgage note, \$2,578.00.

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8. Husband shall assume and pay all other debts of the parties, and hold Wife harmless therefrom. Such debts include but are not necessarily limited to the following: Sears \$500.00, Spiegels \$300.00, Beneficial Finance \$396.00, and Maintenance Division Federal Credit Union \$2,445.00.

9. Husband shall pay or reimburse Wife the following sums which remain unpaid or not reimbursed notwithstanding the provisional order of the Court: child support \$800.00, Mortgage Associates mortgage note \$495.28, Bank of Indiana mortgage note \$354.09, Westinghouse credit mortgage note \$312.00, Beneficial Finance \$82.00, and the unpaid balance of the arrearage adjudicated by the Court on November 21, 1975, which is presently being paid pursuant to a wage assignment.

10. Husband shall pay Wife's attorneys, Lucas, Clifford, Kane & Holcomb, the sum of \$100.00, which sum shall be in addition to the provisional attorney fee heretofore ordered to be paid pursuant to the provisional order of the Court.

11. Husband shall pay the costs of this action.

12. To secure and guarantee payment by Husband of the sums stated in paragraphs 3, 9, 10, and all of this Order, Husband shall execute and deliver to Wife an assignment of his wages in the amount of \$120.00 bi-weekly, to be applied as follows: \$80.00 to current support; \$10.00 to Lucas, Clifford, Kane & Holcomb until the sum of \$100.00 has been paid; and the balance to Wife until the sum of \$1,566.09 and costs have been paid. The amount of the wage assignment shall reduce to \$80.00 bi-weekly when all sums above-stated other than current support have been paid and there is no past due current support owed. This wage assignment shall not go into effect until the wage assignment now in force pursuant to order of this Court on November 21, 1975, expires. Upon any change of employment by Husband, he shall execute and deliver to Wife a substitute wage assignment directed to his substituted employer.

Dated at Gary, Indiana, this 24th day of May, 1976.

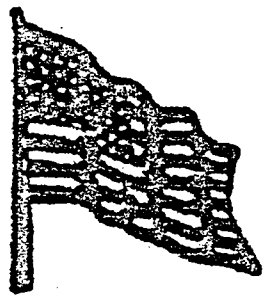
/s/ James T. Moody

Judge, Lake Superior Court  
Room No. 4, Gary, Indiana  
Civil Division

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CLERK - CIVIL FORM No. 2

The United States of America



STATE OF INDIANA, COUNTY OF LAKE, ss:

I, the undersigned, Clerk of the Lake Superior Court of Lake County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify that the above and foregoing is a full, true, correct and complete copy of the DISSOLUTION OF MARRIAGE entered of record in Cause Number 475-984 entitled IN RE: THE MARRIAGE OF BRENDA PERRY AND MICHAEL D. PERRY, on the 24th day of May, 1976, as the same appears of record in my office as such Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in Gary, Indiana in the said County, this 23rd day of February A. D., 1981

Edward J. Lukowski

Clerk Lake Superior Court

Margaret [Signature]