

STATE OF INDIANA

COUNTY OF LAKE

SS:

Walling Open Court

SUPERIOR COURT OF LAKE COUNTY,
CIVIL DIVISION, ROOM 2,
EAST CHICAGO, INDIANA

095121

JUN 11 1980

IN RE: THE MARRIAGE OF

Robert E. Gaskey
CARRIAGE HOUSE BUILDING COURT

CATHERINE GASKEY

AND

GERALD GASKEY

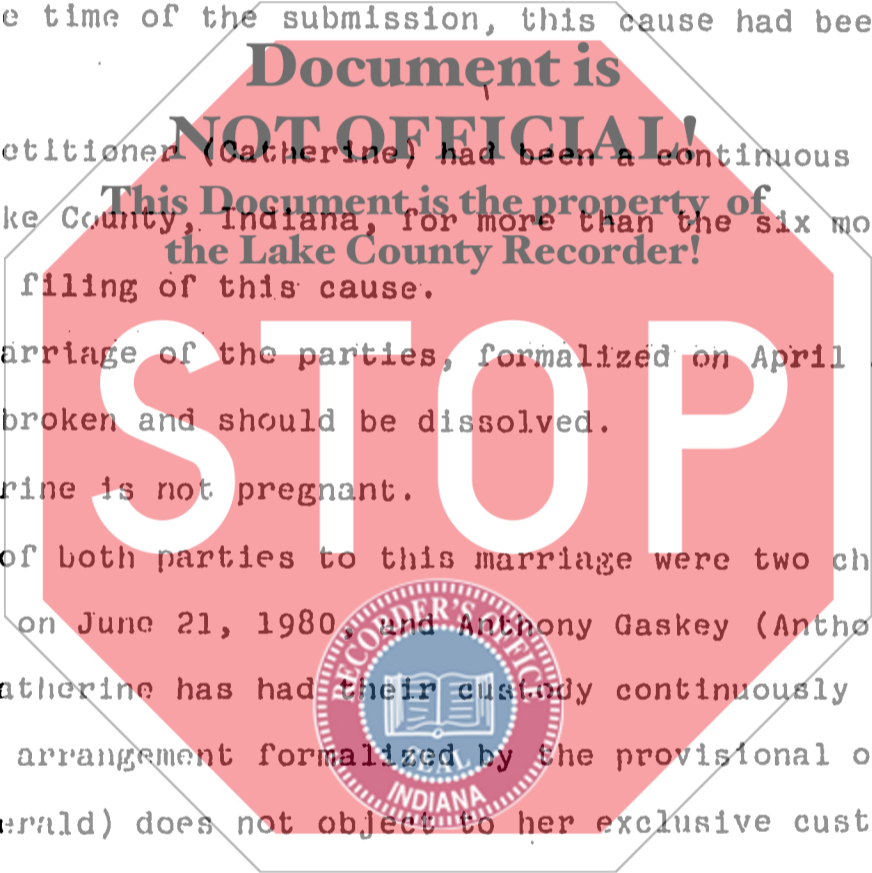
CAUSE NO. 286-1042

Key # 33-102-36

ORDER

The Court, having taken the issues involved in the final hearing under advisement, being now duly advised, finds that:

1. This Court has jurisdiction of the subject-matter of this action and of the parties to it.
2. At the time of the submission, this cause had been filed for more than 60 days.
3. The Petitioner (Catherine) had been a continuous and bona fide resident of Lake County, Indiana, for more than the six months immediately preceding the filing of this cause.
4. The marriage of the parties, formalized on April 24, 1976, is irretrievably broken and should be dissolved.
5. Catherine is not pregnant.
6. Born of both parties to this marriage were two children, Lisa Gaskey (Lisa), on June 21, 1980, and Anthony Gaskey (Anthony), on December 1, 1981, and Catherine has had their custody continuously since the separation, an arrangement formalized by the provisional order. The Respondent (Gerald) does not object to her exclusive custody hereafter, and the Court concurs that her exclusive custody would serve the children's best interests, subject only to appropriate provision for visitation by their father.
7. A. By the provisional order (which was entered on October 3, 1986, following a contested hearing), Gerald's visitation was limited to two times per week, and then only in the marital residence with another adult present and without interference by his wife. A Motion to Reconsider that portion of the provisional order was filed by Gerald and later resolved by the



STATE OF INDIANA
 LAKE COUNTY
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 ROBERT E. GASKEY

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

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Anna N. Anton
AUDITOR LAKE COUNTY

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parties' voluntary modification agreement, approved by this Court, by which he was permitted visitation (outside the marital residence) every Saturday from 10:00 a.m. to 7:00 p.m. and every Tuesday from 3:00 p.m. to 8:00 p.m.

Then, on February 2, 1987, following a contested hearing on a Motion to Show Cause issued against Catherine at Gerald's behest, this Court found that the visitations denied him by her were justified and that she had thus not acted contemptuously. At the same hearing, though with regard to his Petition to Modify, this Court further found that, because of "great problem between the parties regarding visitation", their contact should be minimized, and that a "neutral site"¹ should be established for Gerald to obtain and return the children and the weekday visitation changed to Wednesdays (from 4:00 p.m. to 8:00 p.m.).

B. One visitation problem demonstrated by the final hearing as well as the earlier contempt/modification hearing was the fact that Gerald attempts to arrange visitation directly with his children, while also speaking to them of the divorce, both matters being inappropriate at their young age.

Additionally, the "neutral site" suggested by the modified visitation order proved impractical, so that the better arrangement would appear to be that Gerald simply obtain and return his son and daughter at the curb in front of the marital residence.²

As to weekday visitation, Lisa attends CCD classes on Thursday evenings and so she would be out two (consecutive) weekday nights (particular of concern during the school year). Thus, Catherine would prefer Saturday visitation only - and, as to weekday visitation, she deems 8:00 p.m. too late, since 7:30 p.m. has typically been their bedtime.

Catherine has no objection to alternating holiday visitation. However, with respect to a continuous summer visitation, her reasonable concern is that Gerald has merely a one-bedroom apartment and, also of

¹Our Lady of Perpetual Help Church, in Hammond, Indiana.

²Which arrangement the Court ordered following the February 9, 1987, portion of the final hearing.

concern, he has essentially been unwilling even to babysit³ with his children.⁴

It is noteworthy that Gerald had, through the time of the final hearing, essentially visited at those times permitted him by the provisional visitation orders. As to future visitation, he requested, as-to-weekends, an alternating arrangement: Saturday or Sunday one week, Friday or Saturday overnight to Sunday, the following week. He would also wish alternating holidays (as well as the children's birthdays), and as to summer visitation the second and third weeks of August. While it is true he has but a one-bedroom apartment, it contains a double-bed in the bedroom and a couch in the living room, and the children can share the bed. He had experienced no difficulty in caring for the children, and had prepared their lunches and dinners.

Gerald also resented the fact that decisions concerning the children were made by his wife and her parents, and that he was "left out many times" in that important process. He characterizes Catherine as "overcontrolling" his relationship with the children.

8. A. By the provisional order, Gerald was required to pay Catherine the sum of \$150.00 per week.⁵ By the date of the February 2, 1987, hearing, the Court found an arrearage (of \$1,876.34) had contemptuously accrued, but withheld sanctions therefor finding further that he was then, and had been for some time, unemployed, and thus with no present ability to pay the arrearage. Finding also that his unemployment benefits had run out the Court reduced his weekly contribution to \$110.00.⁶ By the beginning of the final hearing on February 9, 1987, the arrearage had increased by another \$110.00

³Typically, her mother (who, with her husband, Catherine's father, lives on five or six blocks away) performed this service.

⁴Catherine estimated he only did so approximately on five occasions in the children's entire lifetime.

⁵The order did not specify whether that amount was support, maintenance or both.

⁶The Court in that order characterized the contribution as "child support".

to \$1,986.34.

In a contempt proceeding heard on July 14, 1987, this Court again found Gerald had contemptuously accumulated an arrearage,⁷ this since the final hearing and in the sum of \$1,430.00, finding further he had cashed his federal tax refund (in the sum of \$1,577.60) in direct contravention of the March 25, 1987, order of this court". Though sentenced therefor to 30 days in the Lake County Jail, execution was withheld conditioned upon his providing monthly reports to Catherine of his efforts at employment and, additionally, paying \$40.00 per week toward the reduction of the arrearage so found - as well as complying with all other orders of the court. He was also ordered to pay attorney's fees of \$200.00 for that proceeding (within 10 days thereof).

On November 5, 1987,⁸ having failed to show cause why the foregoing jail sentence should not be executed, a commitment therefor was ordered issued to the Sheriff of Lake County.

B. In short, Gerald paid virtually no support in 1987.⁹

C. At the time of the final hearing, Catherine was employed as a babysitter, two or three doors away from home, earning \$100.00 per week (at \$20.00 per day) and, of course, no benefits. Additionally, she occasionally does some typing for a local university (Purdue), earning "odd amounts" (the "last time", \$20.00). A high school graduate, she had been employed as a salad chef in the cafeteria of the Calumet Campus of Purdue until Lisa was born. Though she "offered" thereafter to return to work, Gerald was unwilling to take care of the children, and so she did not, settling down instead into the role of full-time homemaker.

⁷Characterized as "child support and maintenance".

⁸On August 14, 1987, pursuant to a petition for an administrative order, filed by the Indiana Department of Public Welfare, via the Prosecutor's office of this county, the Clerk of this Court was directed to forward support payments to that agency, based upon an assignment to it of all of her rights thereto by Catherine.

⁹His last support check was dated January 3, 1987.

It was her intention to find a better-paying job once Anthony began kindergarten that Fall (though he would only be in school then a half day).

D. The minimum basic household expenses for Catherine and the children approximate (a remarkably modest) \$745.00 per month.¹⁰ It is her request that Gerald contribute to the children's support at the rate of \$100.00 per week (if he is employed) and, whatever his employment status, that he be exclusively responsible for the children's reasonable and necessary medical and related expenses.

E. Gerald had been engaged in construction work continuously since before the parties' marriage. Originally a (union) carpenter, more recently he had become a millwright (an installer of industrial machinery), working out of Local 1043. Unfortunately, such work has been linked to the steel industry and, with little capital investment by those companies, there has not been much work available in that trade. Consequently, he worked very little in the year preceding the final hearing¹¹ and his unemployment compensation benefits had become exhausted.

In those years when the economy was healthy, Gerald earned average annual gross income of \$18,000.00 (one year rising to \$29,000.00).

Then, recently (~~with self-congratulatory foresight~~), he enrolled at the local campus of Purdue University in electrical engineering technology and, at the beginning of the final hearing, he was attending full time (carrying 18 hours), anticipating an associate degree by that June and, with it, "brighter employment prospects". He was also hopeful of later obtaining a cooperative employment agreement, an arrangement by which, on an alternating basis, one works six weeks, attends school six weeks, in financial cooperation with a particular employer. This funding scheme, though, is available only to "exceptional" students. Still, he was hopeful, since, at the time, his grade point average was 5.67 (out of a possible 6.0)

¹⁰It is obvious that this sum does not begin to address a number of expenses that can be grouped together under the heading of "miscellany", and that it would bring the monthly expenses to a significantly higher sum.

¹¹As of the close thereof, he had worked but one day in the preceding four-and-a-half months.

Pending that eventuality, however, he would have needed the balance of his tuition.¹² But, six weeks later, at the end of the final hearing, he had found himself unable to carry 18 hours and so he dropped a (four-hour) course,¹³ thus delaying his anticipated graduation to January of this year. Worse, he had learned that electrical engineering technicians with an associate degree had become a "dime a dozen", and that recruiters were seeking people with Bachelor's degrees. Consequently, he felt he needed to pursue a full degree, which would necessitate another two years (attending full-time) or four years (if part-time). He acknowledged, however, he could not afford the full-time status. In any event, he had planned to attend summer school, even though required courses would not be available until the Fall. At the time, he was 24th on the millwright list (at the union) and it was his then intention to accept a job if offered¹⁴ (even though to do so would interfere with his education) and to continue so employed until he found a full-time job in electrical engineering technology.

F. If employed three days or more in construction work or as an electrical engineering technician, Gerald expressed a willingness to pay the amount of support requested by Catherine.

G. The only living expenses Gerald testified to were rent of \$335.00 per month and a automobile installment payment of \$190.00 per month. At the rate, his monthly living expenses must have exceeded those of his wife and children.

H. Gerald's college education has been made possible by a student loan which produced \$2,300.00 (net), most of which was used for tuition, the balance for books and supplies. Loan repayment installments were to begin

¹² \$1,100.00 altogether, he had paid but \$125.00, borrowing the cost of his books.

¹³ In the process, he was attending school 28 hours a week.

¹⁴ He was optimistic that he would be called shortly (claiming he called the union hall weekly), and that, when a job breaks, everybody will "get a little bit".

at the semester ending May or June of 1987, and it is his hope that he can fully pay it from his share of the sale of the marital residence; otherwise, he feared, he would have to give up hopes of further education and take whatever job he could find.

I. Gerald's first credit union loan was made in December of 1986, his second, in February of the following year. Besides the creditors paid directly thereby (by that lender), the balance was used for his living expenses: rent, automobile payment, utilities¹⁵ and telephone,¹⁵ among others. He also obtained intermittent loans from friends and relations.

J. Though Gerald had maintained medical insurance with his union covering the children, at the time of the final hearing a premium installment therefor of \$324.00 was due - which he was then unable to pay.

K. ~~Indicative of Gerald's priorities~~

1. When it became necessary to replace the one family car, he purchased a new one (as indicated, at a monthly payment of \$190.00). Aside from the need for transportation, he explained the purchase on the basis that, at the time, he was trying "very hard" to reconcile - and had even offered Catherine the car.

2. As indicated earlier, he borrowed twice from his credit union, thus leaving his credit limit exhausted. But, by the end of the final hearing, his rent and car payments were current and he had no bills.

3. He obtained additional credit (as indicated earlier) in the form of a student loan.

4. Though carrying a reduced class load, his efforts at seeking part-time work had been unavailing.

5. As found in the later contempt proceedings, he had cashed and spent his 1987 federal tax refund.

¹⁵It was not clear from his testimony if these were his, or his family's, utility and telephone payments.

6. He testified that, if he stayed in school, he would pay support "as I can".

L. There are in effect in Indiana Support Guidelines which establish presumptively reasonable support payments based upon the parents' respective gross weekly incomes. Occasionally, as here, the parties are not earning to their potential, in which event the income they are capable of earning is imputed to them. Here, the court imputes to Catherine the minimum wage (\$3.35 per hour) she would earn in a 40-hour week (\$134.00), and to Gerald \$18,000.00 annually (his average annual gross for several preceding years), which breaks down to \$346.15 per week according to the Guidelines. For their respective incomes, Gerald's weekly share of child support would be \$96.60 - which the Court rounds up to \$100.00 per week. He should be further exclusively responsible for the children's reasonable and necessary medical and related expenses.

9. Catherine seeks rehabilitative maintenance of Gerald. In this connection, the evidence shows that:

A. While each party began the marriage as a high school graduate, Gerald, as indicated, had begun to obtain college credits.

B. Catherine, once Lisa was born, and at her husband's direction, left the marketplace to devote herself to full-time household duties as wife and mother.

C. Gerald has, by far, the greater training, employment skills, work experience and time in the job market.¹⁶

D. There is no evidence of the education or training that Catherine wished, or the time and expense thereof, relative to rehabilitative maintenance.

E. Though Gerald has contributed in large measure to the fact he is virtually without funds, it is also a fact that he is without the means with which to fund his wife's rehabilitative maintenance. Rather, it is clear that child support, and his own maintenance, must be the focus of his interest for the foreseeable future.

¹⁶ Additionally, Catherine has no car.

10. The parties maintained a joint checking account. To the extent Catherine had earnings, that income was used essentially for groceries.

11. A. The parties are owners in fee, as tenants by the entirety, of the family home and real estate located at 6721 Ontario Avenue, in Hammond, Lake County, Indiana, purchased by them in November of 1978, for \$32,500.00. The source of the down payment was (at least according to Catherine), "our money". As of November 25, 1986, its professionally appraised fair market value was \$42,000.00, while its mortgage balance, as of August 1, 1986, was \$25,205.95.

It is a one-and-a-half story brick, Cape Cod home, with three bedrooms, a one and a half car garage and a fenced yard. The appraiser noted:

"Home is in overall average condition with most modernization having been done."

Catherine and the children have occupied the home exclusively since the (August 2, 1986) separation. Additionally, she has paid the mortgage since October of that year. She now wishes, with the children, its exclusive possession.

B. Catherine acknowledges that her husband rendered improvements to the home, including work on the basement and bathroom, while he states her contribution in that regard was limited to "sweeping up sawdust". He further acknowledges that, occasionally, friends would assist with the large projects, like the concrete work. In addition to the basement and bathroom, however, he also did work on the upstairs, kitchen, garage, as well as miscellaneous jobs. The material costs therefor (evidenced by cancelled checks and receipts to the extent he could locate them) totaled \$22,011.45. These improvements were ongoing during the course of the marriage. Concerning the improvements, the appraiser noted:

"Market value is not increased in direct proportion to the actual cost of improvements(;) nevertheless, the improvements were considered."

The evidence did not suggest, then, the actual increase in value attributable to the improvements, nor the value of Gerald's labor. Nonetheless, given these improvements, he wishes 70% of the equity in the home.

12. At the time of the separation, the parties owned a 1976 (which was

also the year of its purchase) Chevrolet Chevette automobile that was fully paid. Catherine said of it, "I gave him the car" - which, as indicated earlier, he traded in (on August 29, 1986) for the new one he currently drives: a Chevrolet Nova. At the time of the trade-in, the Chevette had a value of \$500.00. That transaction was hastened by the fact that a front wheel had recently fallen, almost causing an accident.

13. The parties owned a savings account at the Hoosier State Bank at the separation, and each had access to it. The passbook shows that, on July 30, 1986 (and thus just prior to the separation), it had a balance of \$1,388.43. Then, on August 4th, Gerald withdrew \$400.00 and, the following day, \$900.00. Within the following 30 days, Catherine withdrew the \$88.43 remainder.

Gerald deposited his withdrawals in an account in his sole name at the Calumet National Bank, on August 7, 1986, adding to it \$2,000.00 withdrawn from his credit union (following the separation), thus bringing the deposit to \$3,300.00. But for \$600.00 that he gave her in September,¹⁷ he lived off the balance. ~~By the end of September, he was "broke".¹⁸~~

14. On February 3, 1987, Catherine sold the parties' boat and trailer for \$750.00, using the proceeds to pay the mortgage and to buy food.

15. During the marriage, the parties purchased a silver bar. Gerald has since "cashed it in", for \$515.00.

16. A. The parties own an extensive array of household furnishings, goods and appliances, some of which was removed and retained by Gerald. The remainder is in the home and thus has been in the continuous use of Catherine and the children.

B. Catherine wishes to keep what she has and has no interest in what her husband has. He, however, wishes, and should be awarded, the following property in her possession:

(1) A burglar alarm system, in the parties' garage (uninstalled), which the parties stipulated that he had designed.

¹⁷ Also, for 3 weeks, he offered her \$45.00 each, one of which, however, she refused.

¹⁸ He claims. ~~But his testimony on cross-examination did not support this assertion.~~

(2) Canon A-1 35mm. camera (and accessories) and a Bell and Howell 35mm. slide projector and screen, all of which he purchased, and is a hobby of his.

(3) The following items, which he brought into the marriage:

Pine dresser and mirrored hutch
Etched glass wall hanging (of a lion)
Wooden table lamp (with shade)
6½' x 2' x 1' cherry-finish bookcase
Pine bedroom suite nitestand table.

(4) Tools and related items (which he believes she is unable to use):

Craftsman table drill press
Two workbench vises
Two folding sawhorses
12-lb. sledgehammer
4 ft. builder's level
Box (in garage) of cement-finishing tools
Garden wheelbarrow
Sears 10-ton electric log splitter
Sears 2' x 1' tine, ¾ h.p. garden tiller
Two coils of rope: 30' x ½" x 50' x ¾"

(5) Personal fishing gear, including:

Fish locator
Boat trolling motor and battery
Trout fishing chest waders
Waders.

(6) Miscellaneous:

7' x 1' slate pool table and accessories
Black Bell wall phone
Table model television stand
19" Magnovox television set
"Bear" compound archery bow and two sets of arrows.

C. The following items should be equally and fairly divided:

35mm slides
Wallhangings
House plants¹⁹
Wooden lamps
3 Lane lamp tables²⁰
Family photographs.

D. Except to the extent otherwise indicated in this rhetorical paragraph, each party should retain those articles of household furnishings, goods and appliances currently in his possession.

¹⁹ Assuming these are in addition to the wooden table lamp with shade described in rhetorical paragraph 14.B.(3) hereof.

²⁰ Gerald should have one (of his choice).

E. Catherine had no opinion of the value of the property in Gerald's possession. He, on the other hand, did establish values (based upon purchase price less a percentage factor - presumably representing depreciation), which the Court accepts as reasonable: \$8,043.84.²¹ Unfortunately, very little of the property to be awarded Gerald was valued. That which was had a value of \$1,238.50. The Court ascribes a total value of the personal property to be awarded to Gerald of \$3,000.00.

17. Gerald is a beneficiary of his union's "Health and Welfare Pension Fund" and he would not become eligible for its benefits until age 62 (unless sooner disabled). It is appropriate Catherine receive 50% of the benefits then attributable to the period beginning April 24, 1976, and terminating with the date of this Order.

18. But for the debts heretofore indicated - credit union, student loan mortgage, the balance due on Gerald's car and the unidentified loans by him from his friends and relatives, the parties' only other debt appears to have been a small balance due Jones Clinic in the sum of \$45.00. It would appear that all of these, but for the mortgage, were incurred (by Gerald) post-separation and, accordingly, he should be exclusively responsible for all of them (except for the mortgage).

19. Gerald was ordered to pay Catherine's attorney provisional fees of \$600.00. As of the final hearing, there is a balance due thereon of \$445.00. Additionally, at the conclusion of the contempt proceedings on July 14, 1987 he was ordered to pay her attorney another \$200.00 (within 60 days thereof). With respect to time attributable to the final hearing and preparation therefor, Gerald should pay her attorney an additional sum of \$400.00.

20. As the evidence has shown, the parties' respective earning abilities are substantially disparate. The same is true of their economic circumstances - Gerald has skills as carpenter, millwright and those to be

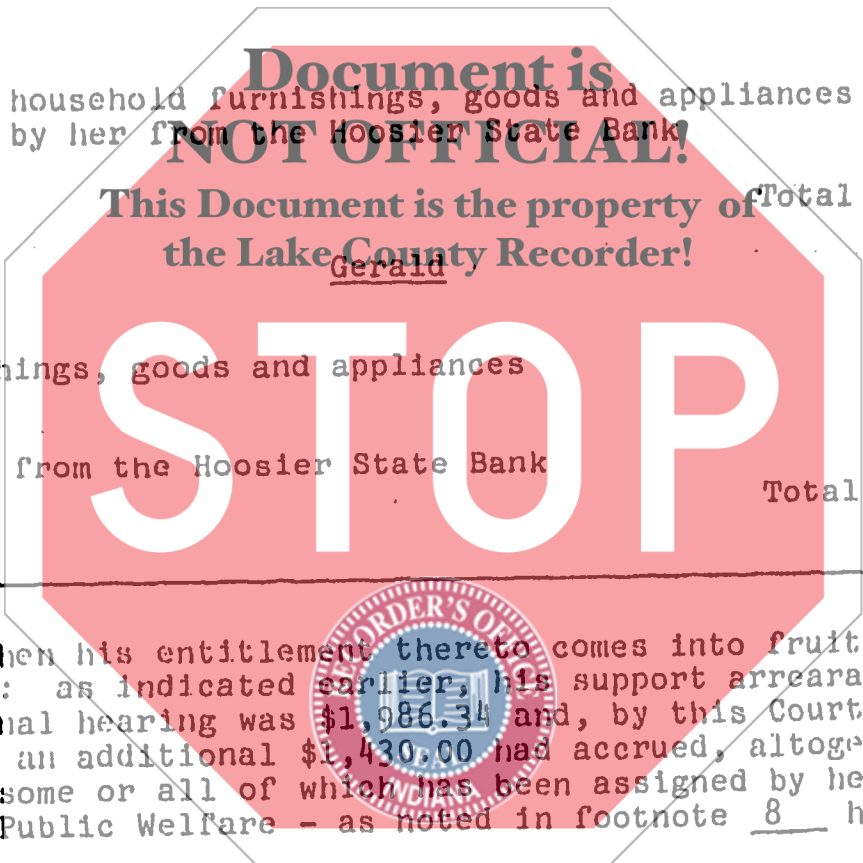
²¹The Court has calculated deductions for those items which are to be divided.

~~the day-to-day care of the children~~ Moreover, his pension benefits will continue to mount. These are factors the Court is obliged, by Indiana law, to consider in the division of the parties' marital property. Thus, an equal division of the property, but for the home, would be inequitable.

As to the home, while Catherine should have its exclusive ownership, along with the exclusive obligation for its mortgage and other expenses, including its maintenance, Gerald should be given a judgment lien for half of its equity (\$8,097.02) as of the date of separation,²² though execution thereon should be stayed pending the happening of certain contingencies.

As to the remainder of the property, it is appropriate, given the statutory criteria, that it be apportioned approximately 65% to Catherine, the balance to Gerald, as follows:

<u>Catherine</u>		
Her share of the household furnishings, goods and appliances		\$8,043.84
Monies withdrawn by her from the Hoosier State Bank		778.43
Boat and trailer		750.00
	Total	<u>\$9,075.27</u>
<u>Gerald</u>		
Household furnishings, goods and appliances		\$3,000.00
Tax return		1,577.60
Chevette		500.00
Monies withdrawn from the Hoosier State Bank		610.00
	Total	<u>\$5,687.60</u>



²² Conceivably, when his entitlement thereto comes into fruition, there may be some debits: as indicated earlier, his support arrearage as of the date of the final hearing was \$1,986.34 and, by this Court's order of July 14, 1987, an additional \$1,430.00 had accrued, altogether the sum of \$3,416.34 (some or all of which has been assigned by her to the Indiana Department of Public Welfare - as noted in footnote 8 hereof.

²³ As noted earlier, she withdrew \$88.43 while, of the \$1,300.00 withdrawn by her husband, he gave her \$690.00.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that:

1. The Bonds of Matrimony heretofore existing between the parties hereto be, and they are hereby, dissolved.

2. Catherine is hereby awarded custody of the parties' children, subject to the following rights of visitation in Gerald:

A. Alternating Saturdays and Sundays from 10:00 a.m. to 7:00 p.m. provided that the last weekend of each month visitation shall be from 10:00 a.m. Saturday to 7:00 p.m. Sunday, with the first weekend of visitation beginning July 2, 1988.

B. Alternating Tuesday and Wednesday visitation from 3:00 p.m. to 7:00 p.m., with the first weekday visitation beginning July 5, 1988.

C. The following holidays, on an alternating basis, beginning in the sequence indicated:

Independence Day - Catherine

Labor Day - Gerald

Thanksgiving - Catherine

Christmas Eve - Gerald

Christmas Day - Catherine

Easter - Gerald

Memorial Day - Catherine

A day, for this purpose, shall begin at 9:00 a.m. and conclude at 7:00 p.m.

D. Each summer, for a continuous period, the second and third weeks of August, beginning on a Monday at 10:00 a.m. and concluding on a Sunday at 7:00 p.m. During that time, Catherine and the children may communicate telephonically with each other. Support shall abate during this period.

E. Gerald's birthday and Father's Day. (The children shall, of course, be with their mother on her birthday and Mother's Day).

F. The children's birthdays shall be alternated, with Gerald having Anthony on the boy's birthday this year, Lisa's on hers next year.

G. Gerald may speak with his children telephonically at reasonable hours and frequencies.

H. Each party shall keep the other advised at all times of his employment and residential address and telephone numbers.

I. When regular weekday and weekend visitations conflict with a birthday or holiday visitation, the latter shall take precedence and the first

so affected shall be promptly made up.

J. All visitations shall be conducted off of Catherine's premises:

K. Gerald shall obtain and return the children at the curb in front of their residence.

L. All communication concerning visitation shall be conducted between the parties only (or, in an emergency, with another appropriate adult) and, in any event, not with the children.

3. Gerald shall pay to Catherine the sum of \$100.00 per week, by way of child support, beginning July 1, 1988, and shall be further exclusively responsible for all of the children's reasonable and necessary medical, dental, hospital and prescription.

4. A. All right, title and interest in and to the following described real estate, to-wit:

Lot 36, Block 4, in the Forestdale Addition to the City of Hammond, as shown in Plat Book 20, page 16, in the office of the Recorder of Lake County, Indiana (more commonly known as 6721 Ontario Avenue, in that city),

of Gerald be, and the same is hereby divested of and from him and vested in Catherine.

B. The Clerk of this Court, the Auditor and Recorder of Lake County, respectively, shall, with respect to that real estate, timely perform the duties imposed upon them pursuant to I.C. 6-1.1-5-6, upon payment by Catherine of the costs therefor to which each is entitled.

C. As between the parties, Catherine shall be exclusively responsible for payment of the mortgage thereon, its taxes and insurance, holding Gerald wholly free and harmless from any liability with respect thereto.

5. Gerald have and recover from Catherine the sum of \$8,397.02, without interest, provided:

A. At the time the judgment becomes payable (according to the subsequent provisions hereof), it may be reduced (without interest) to the extent of his then support arrearage (if any), including that arrearage herein found due (in the sum of \$3,614.14) and (in whole or in part) the subject of an assignment by Catherine to the Indiana Department of Public

Welfare.

B. Execution upon the judgment is hereby stayed pending the happening of any of the following contingencies:

- (1) Catherine's remarriage.
- (2) Her death.
- (3) Her co-occupancy with an unrelated adult.
- (4) Her loss of custody.
- (5) The emancipation of both of the parties' children.
- (6) A continuous delinquency in mortgage payments of three months.
- (7) A failure to timely and reasonably insure the home.
- (8) A failure to pay taxes accrued to this date for a period of at least a year when they become payable.
- (9) Her wish to sell.

Upon the occurrence of any of the foregoing contingencies, Catherine shall have the option, within 90 days thereof, of either:

- (1) Paying Gerald the amount of his judgment then due; or
- (2) Placing the property for sale, out of the net proceeds of which Gerald shall first receive the amount of his judgment then due.

C. As between the parties, Catherine shall be responsible for all necessary maintenance to the home.

6. A. Each party should retain those articles of household furnishings, goods and appliances in his possession provided, however, that Gerald is entitled to those articles thereof in Catherine's possession described in rhetorical paragraph 14. B (1) through (6) of the findings.

B. The parties shall fairly and equally divide those articles of personal property described in rhetorical paragraph 14.C. of the findings.

C. Removal and division shall be accomplished in a peaceable and orderly fashion on July 9, 1988, commencing at 10:00 a.m. and concluding as quickly as the task reasonably permits. Gerald may bring with him a reasonable number of individuals (for whose conduct he shall be responsible) to assist him. To facilitate this transfer, Catherine shall, to the extent possible, assemble the articles to which Gerald is entitled, in one interior room (except for any which may be in the garage, or may be difficult for him

Welfare.

B. Execution upon the judgment is hereby stayed pending the happening of any of the following contingencies:

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- (3) Her co-occupancy with an unrelated adult.
- (4) Her loss of custody.
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6. A. Each party should retain those articles of household furniture, goods and appliances in his possession provided, however, that Gerald is entitled to those articles thereof in Catherine's possession described in rhetorical paragraph 14. B (1) through (6) of the findings.

B. The parties shall fairly and equally divide those articles of personal property described in rhetorical paragraph 14.C. of the findings.

C. Removal and division shall be accomplished in a peaceable and orderly fashion on July 9, 1988, commencing at 10:00 a.m. and concluding as quickly as the task reasonably permits. Gerald may bring with him a reasonable number of individuals (for whose conduct he shall be responsible) to assist him. To facilitate this transfer, Catherine shall, to the extent possible, assemble the articles to which Gerald is entitled, in one interior room (except for any which may be in the garage, or may be difficult for h

to move).

7. A. Catherine is hereby awarded half of the pension benefits to which Gerald is entitled via his union's "Health and Welfare Pension Fund" attributable to the period beginning April 4, 1976, and terminating with the date hereof.

B. Catherine's counsel shall prepare a Qualified Domestic Relation: Order consistent with the foregoing division and acceptable to the Administrator of the "Health and Welfare Pension Fund", which document (and such others, if any, necessary to effectuate such transfer) shall be promptly executed by each of the parties.

8. As between the parties, and with the exception of the parties' mortgage loan, Gerald shall be exclusively responsible for all debts of the marriage, holding Catherine wholly harmless from any liability with respect thereto.

9. P. Jeffrey Schlesinger shall have and recover of Gerald the sum of \$1,045.00.

10. Each party shall, upon demand of the other, timely execute any and all documents reasonably necessary to effectuate the terms of this decree.

11. The costs of this action are paid.

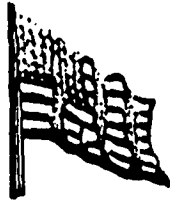
ALL SO ORDERED AND DECREED this 28th day of June, 1988,

Judge

Morton B. Kanz



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 Order of Court dated June 28, 1988 in Cause No. 286-1042 entitled, In Re The Marriage Of: Catherine Gaskey and Gerald Gaskey, as fully as the same appears of record in my office as such Clerk.

Order Book 139
 Pages: 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541 and 542



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in East Chicago, Indiana in the said County, this 12th day of April, A. D. 1990

Robert C. Mich
 Clerk Lake Superior Court.
 By Gene Kupanski
 Deputy

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