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STATE OF INDIANA)
COUNTY OF LAKE)
IN THE LAKE SUPERIOR COURT
ROOM NUMBER THREE
SITTING AT GARY, INDIANA

Filed in Open Court

) SS:
) SEP 16 1996

IN RE THE MARRIAGE OF)
MARTIN L. ZION,)
Petitioner,)
and)
NANCY K. ZION,)
Respondent.)

James Danilkolas
SUPERIOR COURT OF LAKE COUNTY
CIVIL DIVISION, COURT ROOM 3

CAUSE NO. 45DO4-9001-DR-00021 *Key# 17-240-22*
(Special Judge James Danilkolas)

*Lot 134, Glen Wood
Addition to Hobart, Unit
No 4, as shown in Plat
Book 41, page 72, in Lake
County, INDIANA*

AMENDED ORDER OF COURT
MARCH 4, 1996

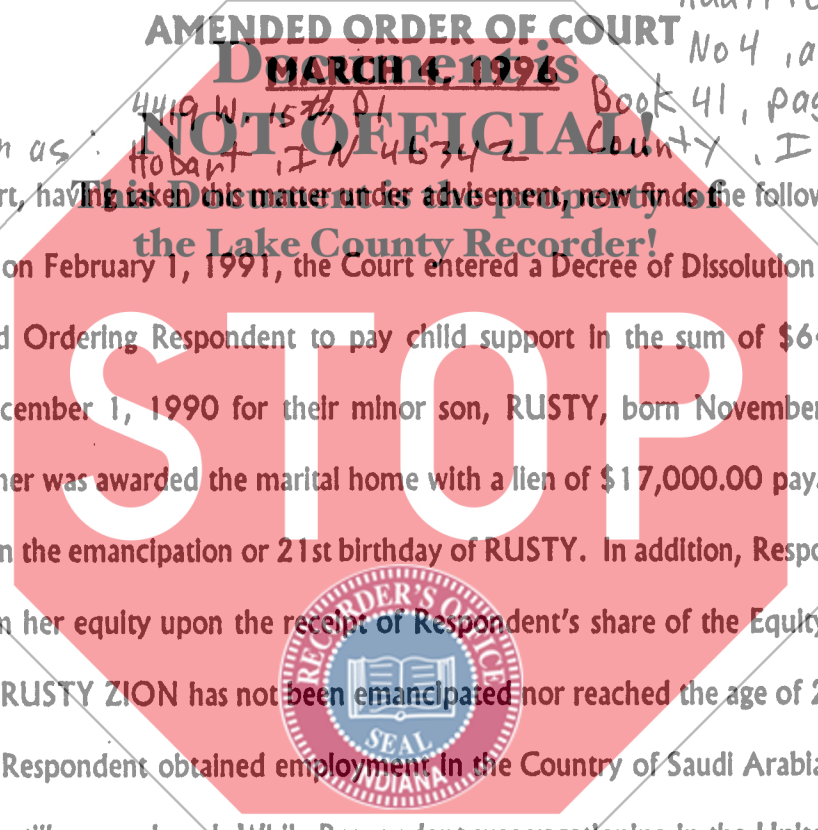
commonly known as

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*4419 W. 15th Pl
Hobart, IN 46342*

The Court, having taken this matter under advisement, now finds the following facts, to wit:

1. That on February 1, 1991, the Court entered a Decree of Dissolution granting custody of Petitioner and Ordering Respondent to pay child support in the sum of \$64.00 each week, commencing December 1, 1990 for their minor son, RUSTY, born November 10, 1975. In addition, Petitioner was awarded the marital home with a lien of \$17,000.00 payable by Petitioner to Respondent on the emancipation or 21st birthday of RUSTY. In addition, Respondent would pay \$2,415.00 from her equity upon the receipt of Respondent's share of the Equity.
2. That RUSTY ZION has not been emancipated nor reached the age of 21 as of this date.
3. That Respondent obtained employment in the Country of Saudi Arabia as of September 13, 1992 and is still so employed. While Respondent was vacationing in the United States in 1994 she rented an apartment in Hobart, Indiana. At this time, RUSTY voluntarily moved from Petitioner's home on May 7, 1994 to Respondent's Hobart apartment.

When Respondent returned to Saudi Arabia, RUSTY remained in the Hobart apartment and began to share the apartment with his girlfriend. Respondent paid the rent and other expenses for the Hobart apartment. When he moved to the Hobart apartment, RUSTY was still a high school



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AUDITOR LAKE COUNTY

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student, but did graduate in June of 1994. RUSTY's reason for leaving Petitioner's home is that he wanted to be free of the Petitioner's household and Petitioner's new wife and family and that he needed a greater degree of privacy.

4. That between December 1, 1990 (Dissolution) to May 7, 1994 (RUSTY leaving Petitioner's home), Respondent should have paid \$11,456.00 in support to Petitioner. It is undisputed that Respondent paid no support from December 1, 1990 to June 28, 1991 and said arrearage amounts to \$1,920.00 (30 weeks).

5. That on June 28, 1991, Respondent began sending monies directly to RUSTY and payable to RUSTY. Respondent also, through an agreement with Petitioner and RUSTY, began paying a portion of a car payment for a GEO automobile for the use of RUSTY. From June 28, 1991 to May 7, 1994, Respondent should have paid support in the sum of \$9,536.00 (approximately 149 weeks). Respondent claims credit for the payment of \$11,536.00. It is unclear whether or not some of the monies paid to RUSTY were in fact gifts, such as the purchase of a VCR, personal computer, camcorder in 1993, automobile payments and other similar expenses.

6. That for the period of June 28, 1991 to May 7, 1994, Respondent has fulfilled her obligation of support and there is no arrearage or credit due.

7. That, although literally thousands of miles away, Respondent believes she obtained custody of RUSTY on May 7, 1994 and thereafter. Legal custody remained with Petitioner as provided in the Dissolution Decree.

8. That, as a practical observation, no one had or has physical custody of RUSTY from May 7, 1994 through this date. Regardless, RUSTY was incapable of paying for his own college expenses for the 1994/1995 school year and thereafter.

9. That as established in Respondent's Proposed Findings the cost of his tuition, books, room and board for the 1994/1995 school year was \$7,740.95 and the Parties should share in this in the

percentages set out in the Child Support Worksheet (Respondent's Exhibit 31). Petitioner shall reimburse Respondent in the sum of \$2,972.52. The Court finds any additional sums paid by Respondent for said school year were voluntary contributions to RUSTY.

10. That as to the Summer of 1995, both should contribute to RUSTY's support as set out in Respondent's Exhibit 31. Respondent's obligation for support would include three (3) months in the Summer of seventeen (17) weeks. Respondent has met her duty to support during this period.

11. That RUSTY's decision to transfer to Stetson University in Florida was motivated by his interest in sports. The cost thereof far exceeds in state education. Petitioner's Proposed Findings indicate the total cost of an in state education would be \$10,000.00 which the Court finds to be a reasonable expense for tuition, books, room and board. RUSTY was entitled to grants and loans in the amount of \$13,240.00 to be applied toward tuition (\$13,110.00), fees (\$590.00) and books (\$600.00) or a total educational cost at Stetson in the sum of \$14,300.00 leaving a balance due of \$1,060.00 plus the cost of food and housing.

12. Respondent has purchased a condominium in the Stetson University area for the use of RUSTY. RUSTY resides therein with his girlfriend who is a student and works part time and contributes to the expenses of maintaining the home. Respondent pays the mortgage on the home. Respondent requests that Petitioner pay \$200.00 per month for RUSTY's room and board which the Court finds to be reasonable.

13. That the Court finds, pursuant to the Dissolution Decree regarding transportation costs, the Petitioner should reimburse Respondent for \$232.50 in travel costs for the years 1991 and 1993.

CONCLUSIONS OF LAW

1. The conditions requiring the payment of the equity in the marital home have not been met. The Court will not add further conditions regarding the disposition of the home that were not

Included In the original Dissolution Decree.

2. The amount due Respondent, NANCY K. ZION, when RUSTY reaches the age of twenty-one (21) (November 10, 1996) or is emancipated is \$17,000.00 less \$2,415.00 or \$14,585.00 plus interest as of November 10, 1996.

3. Respondent, NANCY K. ZION, is in arrears on support in the amount of \$1,920.00 for the period of December 1, 1990 to June 28, 1991.

4. Respondent, NANCY K. ZION, is not in arrears on support for the period of June 28, 1991 to May 7, 1994. Petitioner, MARTIN L. ZION, does not owe Respondent any monies during this period for reimbursement.

5. Pursuant to I.C. 31-1-11.5-21(a) consideration given to (1) (3) and I.C. 31-1-11.5-22(d), the Court finds that in the best interest of RUSTY a substantial change of circumstances, the Court now grants custody of RUSTY to Respondent, NANCY K. ZION. Because of RUSTY's age, visitation shall be left to the sound discretion of petitioner, Respondent and RUSTY. This Order is not retroactive, but shall be effective August 15, 1995, the date of submission.

6. The original Dissolution Decree established that Petitioner, MARTIN L. ZION, earned \$576.00 per week and Respondent, NANCY K. ZION, earned \$420.00 per week. The proportional share of support for RUSTY was Petitioner \$87.00 per week and Respondent \$64.00 per week. That although RUSTY was no longer in the custodial home, Petitioner was still obligated to pay his share of support. The Respondent paid all of RUSTY's support in the Summer of 1994 and 1995. Petitioner, MARTIN L. ZION, should reimburse Respondent, NANCY K. ZION, the amount of \$2,972.52.

7. With regarding to the 1995/1996 college year as set out in Finding Number 11, Petitioner, MARTIN L. ZION, shall owe 87% of the \$1,060.00 balance or \$922.20.

8. For the school year 1995/1996, Petitioner, MARTIN L. ZION, shall be responsible for

38% of RUSTY's tuition, fees and books, after applying for all available grants loans and scholarships. Petitioner, MARTIN L. ZION, shall further pay the sum of \$200.00 per month for room and board beginning with the fall semester of 1995. The Court approximates the amount due by Petitioner, MARTIN L. ZION, at \$1,600.00 (September of 1995 through March of 1996).

9. Petitioner, MARTIN L. ZION, shall reimburse Respondent, NANCY K. ZION, the sum of \$232.00 for travel costs for the years 1992 and 1993.

10. Respondents' request for payment of her equity in the marital home prior to RUSTY's emancipation or 21st birthday is denied.

11. Respondent, NANCY K. ZION, is in arrears for child support in the amount of \$1,920.00

12. Petitioner, MARTIN L. ZION, shall reimburse Respondent, NANCY K. ZION, the following, to wit:

1)	\$ 2,972.52	-	RUSTY's first college year;
2)	\$ 2,958.00	-	Child support for 1994/1995 summers;
3)	\$ 922.20	-	Contribution to RUSTY's 2nd college year;
4)	\$ 1,600.00	-	Room & Board, Stetson to date; and
5)	\$ 232.50	-	Travel costs.
TOTAL	\$ 8,685.22		

13. After applying Respondent's arrearage as a credit, the Petitioner, MARTIN L. ZION, shall reimburse and pay to Respondent, NANCY K. ZION, the sum of \$6,765.22.

14. Per the Dissolution Decree, Respondent has a \$17,000.00 equity lien with a credit to Petitioner of \$2,415.00 or a total amount due Respondent from the marital home in the sum of \$14,585.00.

15. Because of the near date of RUSTY's 21st birthday, the Court now orders that the \$6,765.22 due Respondent shall be added to the \$14,585.00 due. This additional amount shall be

considered a lien against the marital home and is reduced to judgment, all of which shall carry interest after November 10, 1996.

16. In considering all the facts, the Petitions for Rule to Show Cause shall be denied.

17. Each Party shall bear the cost of their own attorney fees.

18. This Order is nunc pro tunc to March 4, 1996.

APPROVED AS TO FORM:

Date: Sept 4, 1996

Date: 9-5-96

Mark S. Lucas
MARK S. LUCAS,
Attorney for Petitioner

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the Lake County Recorder

Wendell W. Goad II
WENDELL W. GOAD II,
Attorney for Respondent

ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED by the Court this 16
day of September, 1996 nunc pro tunc to March 4, 1996.

STOP



James Danikolas
JAMES DANIKOLAS, JUDGE
LAKE SUPERIOR COURT
CIVIL DIVISION, ROOM THREE

CERTIFICATION OF CLERK
As legal custodian I hereby certify that the above and foregoing is a true and complete copy of the original on file with the clerk in the cause stated thereon.
Witness my hand and the seal of the court this 16 day of September, 1996.
Ann M. Oston
Clerk of the Lake Circuit and Superior Courts
By: Monetta Harris
Deputy Clerk

Return To: Wendell W. Goad II
7803 W. 85th Ave, Suite 1
Schenerville, IN 46375

219-769-7214