

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
ROOM NUMBER THREE
SITTING AT GARY, INDIANA

Filed in Open Court

IN RE THE MARRIAGE OF:
JULIET E. CONRAD,
Petitioner

MAY 12 1999

and

CLYDE L. CONRAD,
Respondent

James J. Koprcina
SUPERIOR COURT OF LAKE COUNTY
CIVIL DIVISION, COURT ROOM 3

CAUSE NO. 45D03-9811-DR-04413

2000 038012

**Document is
NOT OFFICIAL!**

This Document is the property of
the Lake County Recorder!

DISSOLUTION DECREE

Comes now the Petitioner, JULIET E. CONRAD, by and through counsel, FRANK J. KOPRCINA, and comes now Respondent, CLYDE L. CONRAD, by and through counsel, JAMES E. RICE, for hearing set this date for final hearing on Petitioner's Petition for Dissolution of Marriage. Witnesses sworn; evidence heard.

MORTIMER W. PARTER
RECORDER

2000 MAR 31 PM 2:55

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THE COURT FINDS AS FOLLOWS:

1. That the Petitioner has been a legal resident of the State of Indiana for more than six (6) months prior to the filing of this Petition for Dissolution of Marriage and has resided in the County of Lake for more than three (3) months preceding the filing of her Petition.
2. That the parties were married on August 8, 1992.
3. That there were two (2) children born to the parties, namely, TRAVIS, d/o/b January 3, 1994; and ASHLEY, d/o/b June 8, 1997.
4. That the Petitioner is not now pregnant.
5. That there has been an irretrievable breakdown in the marital relationship.

MAIL TO: FRANK J. KOPRCINA
ATTN: AT LAW
105 E GIST AVE SUITE E.
MERRILLVILLE IN 46410

29.00
P.P.

6. That the Court has personal and subject matter jurisdiction over the parties herein.

**IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED BY
THE COURT AS FOLLOWS:**

1. That the bonds of matrimony are hereby dissolved and the parties are restored to the status of single persons.

2. Custody. The parties are awarded joint legal custody of their minor children, namely, TRAVIS, d/o/b January 3, 1994 and ASHLEY, d/o/b June 8, 1997. Wife shall be awarded physical custody of said children.

3. Visitation. Husband shall have visitation with said children pursuant to the Lake County Visitation Guidelines, a copy of which are attached hereto and marked Exhibit "A".

4. Support. That Husband shall pay child support in the amount of Two Hundred-Forty-Three (\$243.00) Dollars per week. Said amount is calculated using the figures and guidelines worksheet which is attached hereto and marked as Exhibit "B". Said calculation is based on Wife's current status of being unemployed. If and when Wife becomes gainfully employed, she can submit proof of wages and any work related day care costs to her attorney, and the issue of support can be revisited at that time. Husband's child support obligation shall be paid via Income Withholding Order and shall commence with the first paycheck Husband receives after April 28th, 1999.

5. Children's Medical Husband shall continue to keep the minor children on his medical insurance through his place of employment. Wife shall be responsible for paying the first Nine Hundred Eighty (\$980.00) Dollars in uninsured medical expenses annually. Thereafter, the parties shall divide any further uninsured expenses with Husband paying eighty-six percent (86%) and Wife paying fourteen percent (14%) of the same.

6. Income Tax Exemption. Husband shall be entitled to claim both minor children as income tax exemptions at the end of any given tax year, assuming he is substantially current in child support. Wife shall sign any and all IRS forms necessary to effectuate the claiming of the exemption by Husband.

7. Real Estate. Husband is awarded all right, title and interest in and to the real estate located at 530 North Ohio Street in Hobart, Indiana. Wife shall have six (6) weeks after March 17th, 1999 within which to vacate said residence. Wife's obligation to vacate the residence is premised upon Husband paying the sum of Two Thousand, Five Hundred (\$2,500.00) Dollars to Wife. In exchange for Husband being awarded the marital residence, Wife shall have a judgment against Husband in the sum of Twelve Thousand (\$12,000.00) Dollars. Husband shall pay Wife Two Thousand, Five Hundred (\$2,500.00) Dollars within six (6) weeks of March 17, 1999. Husband shall then pay the balance of the monies owed to Wife within twelve (12) months after his payment to her of the Two Thousand, Five Hundred (\$2,500.00) Dollars. Husband shall cause the mortgage on the house to be refinanced to remove Wife from the existing mortgage indebtedness. Until Husband refinances the house, he is to pay and hold Wife harmless on the mortgage indebtedness on the house. If he should miss three (3) consecutive payments on said mortgage, Wife can petition the Court to ask that the house be sold. If Husband does not refinance the house within one (1) year after the payment of the Two Thousand, Five Hundred (\$2,500.00) Dollars, Wife can also petition the Court requesting the sale of the house.

8. Personal Property. Wife is awarded all right, title and interest in and to the 1993 Plymouth Duster. Furthermore, Husband is awarded all of the contents of the marital residence, with the exception that when Wife moves out, she will be entitled to take with her the R.C.A. television,

stereo, crib and dresser, two dressers in boys' room, Kodak camera, three children's pictures, crock pot, and a cell phone.

9. Liabilities. Husband is to pay and hold Wife harmless on his debt to the Northern Indiana Federal Credit Union (which debt is secured by Wife's automobile), the Sears account, the mortgage payments (and also any and all costs associated with any previously filed foreclosure suit), as well as any outstanding bill to Crown Point Obstetrics and Gynecology incurred during the pendency of the marriage.

10. Income Tax Return. The parties agree to file a joint 1998 income tax return. If there is any refund, it shall be applied toward Frank Koprcina's attorney fees of One Thousand, Two Hundred (\$1,200.00) Dollars. If the refund is larger than One Thousand, Two Hundred (\$1,200.00) Dollars, the parties agree to divide evenly the remaining amount. The parties further agree that if any money is owed to the Internal Revenue Service, that they shall equally be responsible for the obligation.

11. Paternity Testing. The parties agree that they will both submit themselves to paternity testing to determine the paternity of the youngest child, Ashley. The test shall be at Father's expense. If the test confirms that Father is, in fact, the biological father of Ashley, the Order will remain as is. If the test confirms that Ashley is not Father's biological child, the support order shall be recalculated and shall be based on one (1) child.

12. Life Insurance. If there is currently any life insurance in effect for either party, they will name the children as irrevocable beneficiaries until each child becomes emancipated.

13. Pension. Wife shall be entitled to one-half (½) of any retirement benefits, which would include any defined benefit plan, 401(K), savings plan, or any other type of defined contribution that

the Husband might have with Pipefitters Local 597 that have accrued in Husband's name between the date of marriage of August 8, 1992 and the date of filing of November 21, 1998. A Qualified Domestic Relations Order will be entered with this Court to effectuate the aforementioned transfer.

14. Maiden Name. The Petitioner's maiden name is hereby restored and she shall hereafter be known as JULIET E. KAPICA.

SO ORDERED this 12 day of MAR, 1999.

Frank J. Koprčina
James E. Rice
~~RECOMMENDED BY COMMISSIONER~~ JUDGE Recorder

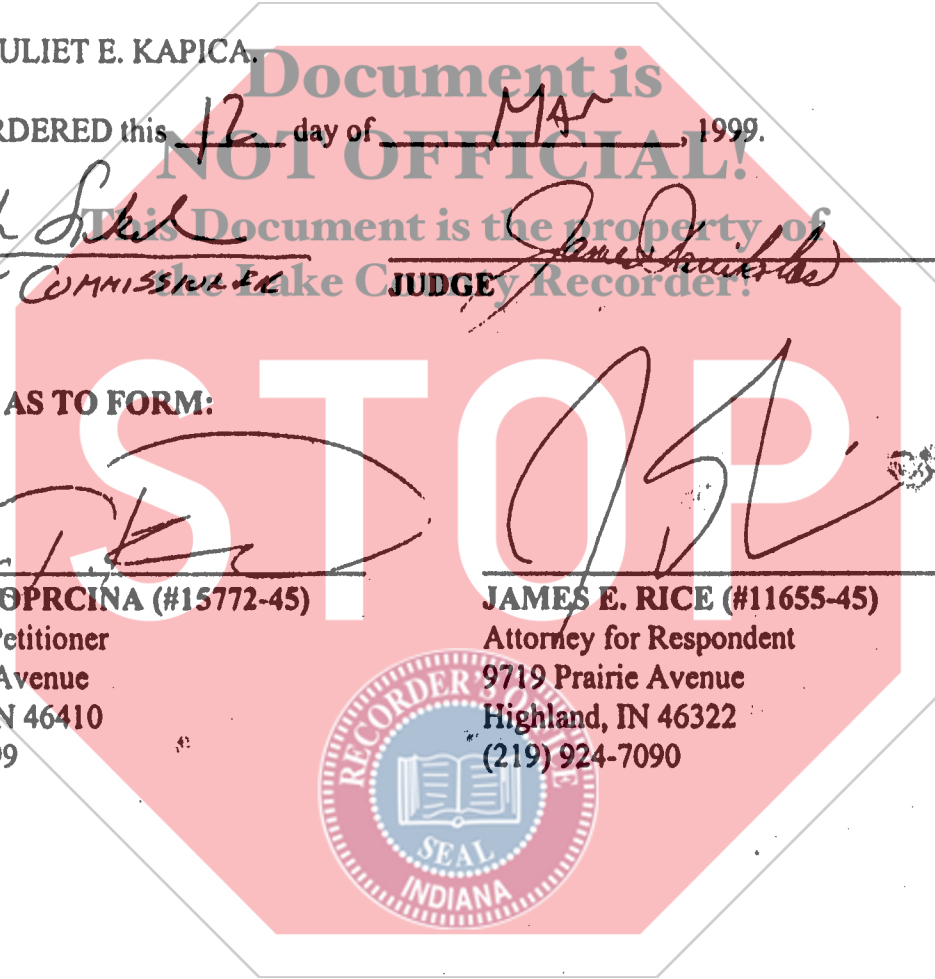
APPROVED AS TO FORM:

Frank J. Koprčina

FRANK J. KOPRCINA (#15772-45)
Attorney for Petitioner
105 East 61st Avenue
Merrillville, IN 46410
(219) 985-9999

James E. Rice

JAMES E. RICE (#11655-45)
Attorney for Respondent
9719 Prairie Avenue
Highland, IN 46322
(219) 924-7090



VISITATION WHEN THERE IS SOLE CUSTODY
OR PRIMARY PHYSICAL CUSTODY
AND PARENTS RESIDE NO MORE THAN 150 MILES APART

1. Weekend: Alternate weekends from Friday at 5:00 p.m. until Sunday at 7:00 p.m. (the starting and ending times may change to fit the parents' schedules).

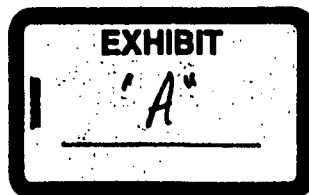
2. Mother's Day - Father's Day: The alternate weekends will be shifted, exchanged, or so arranged that the children are with their mother each Mother's Day weekend, and with their father each Father's Day weekend. Conflicts between these special weekends and regular visitation shall be resolved pursuant to paragraph eight (8) below.

3. Extended Visitation (Children Under Age 5): Up to three (3) non-consecutive weeks during the year, the choice of the number to be up to the non-custodial parent. At least three (3) weeks notice of the intent to use a week shall be given. A week shall begin Friday at 5:00 p.m. and end Sunday of the following week at 7:00 p.m.

4. Extended Visitation (Children Over Age 5): One-half (1/2) of the summer vacation. At the option of the non-custodial parent, the time may be either consecutive or split into two (2) segments. If the children attend summer school and it is impossible for the non-custodial parent to otherwise schedule this visitation, that parent may elect to take that period when the children are in summer school (and be responsible for their attendance and transportation).

5. Winter (Christmas) Vacation: One-half (1/2) of the school winter vacation, a period which begins the evening the child is released from school and continues to the evening of the day before the child will return to school. If the parents cannot agree on the division of this period, the non-custodial parent shall have the first half in the even-numbered years. In those years when Christmas does not fall in a parent's week, that parent shall have the children from 12:00 p.m. (noon) until 9:00 p.m. on Christmas Day. For pre-school children, the same schedule shall apply, and the Christmas period shall be determined by the vacation period of the public grade school in the custodial parent's school district.

6. Holidays: Parties shall alternate the following holiday weekends: Easter, Memorial Day, the 4th of July, Labor Day, and Thanksgiving. Thanksgiving will begin on Wednesday evening and end on Sunday evening; Memorial Day and Labor Day weekends will begin on Friday evening and end on Monday evening; Easter weekend will begin on Thursday evening and end on Sunday evening; while the 4th of July, when it does not fall on a weekend, shall include the weekend closest to the 4th. Holiday weekends begin at 5:00 p.m. and end at 7:00 p.m.



7. Children's Birthdays: Like the holidays, the children's birthdays shall be alternated annually between the parents. When a birthday falls on a weekend, it shall extend to the full weekend, and any resulting conflict with regular visitation shall be resolved pursuant to paragraph eight (8). When a birthday falls on a weekday, it shall be celebrated from 3:00 p.m. until 9:00 p.m.

8. Conflicts Between Regular and Holiday Weekends: When there is a conflict between a holiday weekend and the regular weekend visitation, the holiday takes precedence. Thus, if the non-custodial parent misses a regular weekend because it is the custodial parent's holiday, the regular alternating visitation schedule will resume following the holiday. If the non-custodial parent receives two (2) consecutive weekends because of a holiday, regular alternating visitation will resume the following weekend with the custodial parent.

9. Visitation Before and During Vacations: There will be no visitation the weekend before the beginning of each of the non-custodial parent's summer vacation visitation period(s). Similarly, that parent's alternating weekend visitation shall resume the second weekend following each period. Weekend visitation "missed" during the summer vacation period will not be "made up". During any extended summer visitation for more than three (3) consecutive weeks, it will be the non-custodial parent's duty to arrange, for a time mutually convenient, a forty-eight (48) hour continuous period of visitation for the custodial parent, unless impracticable because of distance.

10. Telephonic Communication: Telephonic visitation shall be conducted at reasonable hours and at the expense of the non-custodial parent. The custodial parent may call the children at reasonable hours during those periods the children are on visitation for longer than five (5) days. The children may, of course, call either parent, though at reasonable hours, frequencies, and cost.

11. Notice of Canceled Visitation: Whenever possible, the non-custodial parent shall give a minimum of three (3) days notice of intent not to exercise all or part of a scheduled visitation. When such notice is not reasonably possible, the maximum notice permitted by the circumstances, and the reason therefore, shall be given. The custodial parent shall give the same type of notice when good cause exists necessitating cancellation or modification of a scheduled visitation.

12. Pick Up and Return Times: The person transporting the children for visitation must be punctual: to arrive at the agreed time - not substantially earlier or later. Repeated and unjustified violations of this provision may subject the offender to contempt sanction.

13. Additional Visitation: Visitation should be liberal and flexible. These guidelines are not meant to foreclose the parents from agreeing to such additional visitation as they find reasonable at any given time.

{NOTE: The General Rules, shall be considered a part of these Visitation Guidelines.}

VISITATION WHEN THERE IS SOLE CUSTODY OR
PRIMARY PHYSICAL CUSTODY AND
PARENTS RESIDE MORE THAN 150 MILES APART

1. Children Under Age 5: Up to six (6) non-consecutive, two (2) week segments annually, each separated by at least six (6) weeks. Including the commencement and return days, no segment shall exceed sixteen (16) days.

2. Children Over Age 5: All but three (3) weeks of the school summer vacation period and, on an alternating basis, the school Winter/Christmas vacation and the Spring Break. For pre-school children, the periods shall be those of the public grade school in the custodial parent's district.

3. Telephone Communication: Telephone visitation initiated by a parent to the children, or by the children to a parent, shall be conducted at reasonable hours and frequencies, and at that parent's expense.

4. Priority of Summer Visitation: Summer visitation with the non-custodial parent takes precedence over summer activities (such as Little League) when the visitation cannot be reasonably scheduled around such events. Even so, the conscientious non-custodial parent will often be able to enroll the children in a similar activity.

5. Notice: When the children are under five (5) years of age, the non-custodial parent shall give at least thirty (30) days notice of each segment sought, while, when the children are over five (5) years of age, at least sixty (60) days notice shall be given, so that, in either event, the most efficient means of transportation may be obtained and the parties and the children may arrange their schedules.

6. Additional Visitation: Where distance and finances permit, additional visitation, such as for holiday weekends or special events, will be incorporated into the order. When the non-custodial parent is in the area where the children reside, or the children are in the area where the non-custodial parent resides, liberal visitation shall be allowed.

{NOTE: The General Rules shall be considered a part of these Visitation Guidelines}

GENERAL RULES APPLICABLE TO ALL VISITATION
AND SUPPORT GUIDELINES

1. Parental Communication: Parents shall, at all times, keep each other advised of their home and work addresses and telephone numbers. So far as possible, all communications concerning the children shall be conducted between the parents in person, or telephonically at their residences (and not at their places of employment).

2. Grade Reports and Medical Information: The custodial parent shall provide the non-custodial parent with grade reports and notices from school as they are received and shall, consistent with Indiana law, permit the non-custodial parent to communicate concerning the children directly with the school and with the children's doctors or other professionals, outside the presence of the custodial parent. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the children. The custodial parent shall notify the non-custodial parent of all school or other events (like Church or Scouts) involving parental participation. If the children are taking medications, the custodial parent shall provide a sufficient amount and appropriate instructions.

3. Visitation Clothing: The custodial parent shall send an appropriate supply of the children's clothing with them, which shall be returned clean (when reasonably possible), with the children, by the non-custodial parent. The non-custodial parent shall advise, as far in advance as possible, of any special activities so that the appropriate clothing may be sent.

4. Withholding Support or Visitation: Neither visitation nor child support is to be withheld because of either parent's failure to comply with a court order. Only the court may enter sanctions for non-compliance. The children have a right both to support and visitation, neither of which is dependent upon the other. In other words, no support does not mean no visitation, and no visitation does not mean no support. If there is a violation of either a visitation or a support order, the exclusive remedy is to apply to the court for appropriate sanctions.

5. Adjustments to this Visitation Schedule: Although this is a rather specific schedule, the parties are expected to fairly modify visitation when family necessities, illnesses, or commitments reasonably so require. The requesting party shall give as much notice as circumstances permit.

6. Custodial Parent's Vacation: Unless otherwise specified, the custodial parent shall be entitled to a period of vacation with the children no less than that accorded the non-custodial parent, whose visitation shall abate during the first fourteen (14) days thereof, and thereafter only so long as distance makes visitation impracticable.

7. Insurance Forms: A non-custodial parent who has medical insurance coverage on the children shall supply, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the custodial parent lives. A custodial parent who, except in an emergency, takes the children to a doctor, dentist, or other provider not so approved or qualified shall pay any additional cost thus created. However, when there is a change in insurance which requires a change in medical care providers and a child has a chronic illness, thoughtful consideration should be given by the parties to what is more important: allowing the child to remain with the original provider, or the economic consequences of that decision. When there is an obligation to pay medical expenses, the parent responsible therefore shall be promptly furnished with the bill by the other. The parents shall cooperate in submitting bills to the appropriate insurance carrier. Thereafter, the parent responsible for paying the balance of the bill shall make arrangements directly with the health care provider and shall inform the other parent thereof.

8. Support Abatement: Unless the order otherwise provides, support shall not abate during any visitation period.

9. Visitation Missed Due to Illness: When, for good cause, such as illness, a scheduled visitation cannot occur, a substituted visitation date shall be arranged, as quickly as possible, which is mutually agreeable. Each party shall, accordingly, timely advise the other when a particular visitation cannot be exercised.

10. Visitation - A Shared Experience: Because it is intended that visitation be a shared experience; unless these Rules, the Visitation Guidelines, or circumstances - such as age, illness, or the particular event suggest otherwise; all of the children shall participate in any particular visitation.

11. Privacy of Residence: A party who still has a property interest in the residence of the other, may not enter except by express invitation of the other. Accordingly, in effectuating visitation, the children shall be picked up at, and returned to, the front entrance of the appropriate residence.

INDIAN CHILD SUPPORT OBLIGATION WORKSHEET

Each party shall complete that portion of the worksheet that applies to him or her, sign the form and file it with the court.
This worksheet is required in all proceedings establishing or modifying child support.

IN RE:

CASE NO: 45D03-9811-DR-04113

FATHER:

MOTHER:

CHILD SUPPORT OBLIGATION WORKSHEET

Children	DOB	Children	DOB
<u>TRAVIS J CONRAD</u>	<u>1-3-94</u>		
<u>ASHLEY E. CONRAD</u>	<u>6-8-97</u>		

	FATHER	MOTHER		
1. WEEKLY GROSS INCOME Subsequent Child Multipliers (Circle .935 .903 .878 .863 .854)	<u>1289</u>	<u>210</u>		
A. Child Support [Court Order for Prior Born Child(ren)]				
B. Child Support [Legal Duty for Prior Born Child(ren)]				
C. Maintenance Paid				
D. WEEKLY ADJUSTED INCOME (WAI) Line 1 minus 1A, 1B, and 1C	<u>1289</u>	<u>210</u>	<u>14199</u>	
2. PERCENTAGE SHARE OF TOTAL WAI	<u>86 %</u>	<u>14 %</u>		
A. Work-Related Child Care Expense				
3. COMBINED WEEKLY ADJUSTED INCOME (Line 1D minus Line 2A)				
4. BASIC CHILD SUPPORT OBLIGATION Apply CWAI to Guideline Schedules				
A. Work-Related Child Care Expense				
B. Weekly Premium-Children's Portion of Health Insurance only				
5. TOTAL CHILD SUPPORT OBLIGATION (Line 4 plus 4A and 4B)				
6. PARENTS' CHILD SUPPORT OBLIGATION (Line 2 times Line 5)				
7. ADJUSTMENTS				
<input type="checkbox"/> Obligation from Post-Secondary Education Worksheet Line J				
<input type="checkbox"/> Child(ren)'s Portion of Weekly Health Insurance Premium \$ _____ (This will be a credit to the payor)				
<input type="checkbox"/> Visitation Credit \$ _____				
8. RECOMMENDED CHILD SUPPORT OBLIGATION	<u>\$243.00</u>			

EXPLAIN ANY DEVIATION FROM GUIDELINE SCHEDULES IN ORDER / DECREE

I affirm under penalties for perjury that the foregoing representations are true.

Father: _____

Dated: _____

Mother: Juliet E Conrad

UNINSURED HEALTH CARE EXPENSE CALCULATION

A. Custodial Parent Annual Obligation: (Line 4) _____ x 52 weeks x .06 = \$ _____
 B. Balance of Annual Expenses to be Paid (Line 2) 86 % by Father; 14 % by Mother.

EXHIBIT

"B"