

IN THE FAMILY COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

FILED

CYNTHIA [REDACTED],)
)
 Petitioner,)
)
 v.)
)
 JEFFREY [REDACTED],)
)
 Respondent.)

OCT 27 2008

Cause No. 07FC-00 [REDACTED] JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY
Division No. 11 (FC8)

AMENDED
JUDGMENT/DECREE OF DISSOLUTION

This cause having heretofore been called, Petitioner CYNTHIA [REDACTED]
[REDACTED], (hereinafter referred to "Wife") appearing in person and by attorney,
Nathan S. Cohen, and Respondent JEFFREY [REDACTED], (hereinafter
referred to as "Husband") appearing in person and by attorney, Mark W.
Kiesewetter. The Court having considered the record, the testimony, the
evidence, and the Court now being fully advised, and having considered the
Parties' Motions for New Trial and to Amend the Judgment, enters its Amended
Findings of Fact, Conclusions of Law and Orders as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The parties have been residents of this state for ninety (90) days next
preceding the commencement of this action, and thirty (30) days have elapsed
since the filing of the Petition herein.

2. The Court has jurisdiction over the parties and subject matter pursuant to Sec. 452.305 R.S.Mo.

3. Wife's social security number is [REDACTED]-[REDACTED]-4187. Husband's social security number is [REDACTED]-[REDACTED]-5503.

4. Husband and Wife were married on [REDACTED], 1997, and the marriage is registered in the County of St. Louis, State of Missouri. The parties separated on or about July 28, 2007 and have lived separate and apart since that time.

5. The Court further finds there remains no reasonable likelihood the marriage between the parties can be preserved, and the marriage is, therefore, irretrievably broken.

6. No children were born of this marriage and Wife is not now pregnant.

7. Neither party is a member of the Armed Forces of the United States.

8. Wife is 38 years old, holds a degree in Interior Design and is currently employed by [REDACTED]. Wife earns an average gross monthly income of \$4,867.12 (\$2,800.00 per month in wages/salary and an average \$2,067.12 in earned commissions). For the years 2005, 2006 and 2007, Wife earned an average \$56,317.01 per year, or \$4,693.08 per month. Based on Wife's employment history, experience, and education, the Court finds that Wife is appropriately employed.

9. Husband is 40 years old and is currently unemployed. Husband has a Bachelor of Science Degree in Finance. Husband has an extensive work history, including employment at [REDACTED] from July 1991 – April 1998, wherein he made in excess of \$90,000.00 per year, employment in software sales for [REDACTED] from 1998-1999, making \$225,000.00 his first year and \$114,000.00 his second year, when he voluntarily left said employment to take a customer service sales position with [REDACTED], at a \$65,000.00 base salary plus commission, yielding approximately \$85,000.00. He voluntarily left [REDACTED] and took a position with [REDACTED] for approximately six (6) months with a base salary of \$60,000.00. With the exception of a period of limited employment with [REDACTED] owned by his brother from January – June 2007, for which he relayed being paid “when his brother had the money to pay him”, Husband has not had other employment since 2001. Husband indicates that the last job offered him was an out of state position in 2002-2003, but that he did not accept the offer. Husband presented no evidence at trial of additional job applications or offers of employment in 2006, 2007, or 2008. No evidence was offered of any mental or physical infirmity that would keep Husband from obtaining gainful employment. The Court finds that based upon Husband’s education, past employment earnings and experience, he has the ability to earn a minimum of \$7,500.00 per month, which the Court has imputed to him.

10. The Court does not find Husband's statement credible on cross-examination that he didn't work for several years during the marriage because "a variety of things needed to be done on the house".¹ No evidence was offered of any significant or time-consuming improvements or repairs that Husband made to the residence. The Court does not find Husband's statement credible that he was unable to work for a period of time during the marriage because he "needed to be home during Wife's fertility processes to go through it with her"².

11. Both parties are found to be intelligent, competent, and able-bodied persons with significant work experience and are currently capable of fully supporting themselves. The Court specifically finds that both parties have the ability to obtain and maintain appropriate employment to meet their reasonable needs and monthly expenses pursuant to the findings herein.

12. The Court finds credible evidence that the real property located at # [REDACTED] Forest is marital property. When the residence was purchased by Husband in February 1997, he contributed separate funds of approximately \$40,000.00 from the sale proceeds from his prior residence, and additional funds of approximately \$35,000.00 to purchase the property. The parties were married eight months later and Husband later gifted his separate interest in the property to the marriage when he placed the residence in both names and obtained

¹ The Court finds that the "house" in question was built and purchased new in 1997.

² Wife underwent fertility treatments in 2003-2004 and during that time *she* was able to maintain full-time employment and was the sole support for the parties.

refinancing for which both parties were obligated. The Court further finds that during the parties' marriage, until Husband ceased working, *both* parties contributed to the maintenance of the residence and the mortgage. During the period of time during the years 2002 through the parties' separation in 2007, while Husband was unemployed, Wife's income was the primary source of funds used to make the monthly mortgage payments, and other related expenses for the residence. The Court finds that both parties have made significant contributions to the acquisition and maintenance of the marital property.

13. After the parties' separation, Husband has continued to reside in the marital residence and has paid for the mortgage, taxes and insurance on the residence. Husband testified that he has only made minor repairs to the residence since separation, but did not adduce any evidence as to the nature of the repairs or of the amount(s) expended.

14. The Court finds credible evidence that the marital residence is valued at \$500,000.00, and that there exists a mortgage secured by the property in the approximate amount of \$190,687.00.

15. The Court finds that the real property cannot be divided in kind, and therefore, it is the intent of the Court that the residence be immediately listed for sale and sold. Until the residence is sold, Husband shall be allowed to reside in the residence and shall be responsible for all mortgage payments, insurance,

taxes, and necessary repairs. Proceeds of the sale of the residence shall be divided as set forth in paragraph 29.

16. In the event that Husband fails to make any payments due hereunder as required to maintain the marital residence, he shall vacate the residence within 30 days and provide written notice to Wife and Real Estate Commissioner. Wife shall have the option of moving into said residence. If Wife is required to make any payments as a result of Husband's failure to make said payments, she shall be entitled to a credit in the amount of said payments at closing, prior to the division of net proceeds.

17. Credible evidence was adduced that Husband opened a [REDACTED] IRA Account #... [REDACTED] on April 28, 2000 with roll-over funds from his prior employ with [REDACTED] and [REDACTED], arguably, a portion of which would have been funds earned prior to the parties' marriage in October 1997. The account was opened by Husband during the marriage with funds earned both before and during the marriage. The value of the account in May 2000 was in excess of \$100,000.00. On June 22, 2007 Husband took a premature distribution of \$15,000.00 (after-tax net of \$13,050.00) which he claimed was used to pay marital debt. The Court finds that at the time of the parties' separation in July 2007, the account had a value of approximately \$50,000.00, and was in the sole control of Husband. The account balance, based on the most recent statement offered at trial, is approximately \$50,627.00. The Court finds that Husband has failed to sustain

his burden of proof by providing the Court with a tracing of what funds would be separate versus marital. The Court has considered the source of funds. A second [REDACTED] Account #... [REDACTED] was opened in joint names in May 2000 with a value of \$29,818.61. This account was closed in January 2004.

18. The parties are possessed of the following separate property, listed with the *approximate* dollar amount thereof (if known):

Separate Property of Wife

Engagement Ring & Holiday necklace (missing)	\$ 22,200.00 ³
Christmas Necklace (gift from Husband to Wife)	\$ 2,400.00
Art Work-Michael R. (gift)	\$ 500.00
Pewter (Wife's Mother's)	\$ 4,530.00
Chinese Table & Artwork	\$ 5,000.00

Separate Property of Husband

None.

19. The Court finds that both parties have expended time, effort, and money in the caring for and training of the parties two (2) Labrador retrievers, J [REDACTED] and B [REDACTED]. Credible evidence was adduced that each party was responsible for taking the dog to be trained. That Wife primarily walked the dogs each day while the parties resided together, and Husband participated in their training. Since the parties' separation, Wife had possession of the dogs until she presented them to Husband on August 18, 2007 for a weekend visit. Husband has denied Wife with contact with the dogs since that time.

³ Insurance proceeds for missing jewelry.

20. In its division of marital property, the Court is guided by Section 452.330, R.S.Mo. and has determined what each party has contributed to the acquisition and maintenance of the marital property, and has considered the economic circumstances of each of the parties at the time the division of property is to become effective, the conduct of the parties during the marriage, and the value of the property set apart to each of the parties, including any retirement and/or pension accounts. The Court has not intended to divide the property equally, but believes the division is equitable given all the circumstances herein.

21. The parties' marital property and their *approximate* net values (if known), are listed in paragraph 29.

22. The parties' debt, and the *approximate* dollar amount thereof (if known), are listed in paragraph 30.

23. Husband claims that there exists a marital debt to his parents in the total amount of \$36,000.00, arising out of several payments in 2003 and 2004. Wife believes that Husband's parents gifted the funds to the parties, and was unaware of any arrangements made to repay said amounts. The Court finds that the "Note" produced by Husband in the amount of \$10,300.00 was not made contemporaneously with the transfer of funds, was only signed by Husband, no payments were made or demanded by Husband's parents, and no repayment schedule is attached to or a part of the "Note". The 2nd "Note" offered by Husband is dated 2/17/04 in the amount of \$10,800.00 and is signed only by

Husband, and the Court finds that no payments were made or demanded by Husband's parents. The 3rd Note is in the amount of \$15,000.00 and is defective in much the same manner as the other Notes. To the extent that these "Notes" are a marital debt, the Court finds that Husband should be solely responsible for same.

24. Because of the earning capacities of the parties, and all relevant factors, the Court finds that each party should be responsible for their own attorney's fees incurred herein.

JUDGMENT/ORDER

25. It is therefore Ordered, Adjudged and Decreed by the Court that the marriage of CYNTHIA [REDACTED] and JEFFREY [REDACTED] is dissolved.

26. No maintenance, statutory or contractual, is to be paid by either party for the support of the other. This provision is not modifiable.

27. Each party shall be awarded as their sole and separate property that which is listed in paragraph 18 above.

28. Wife shall be entitled to the insurance proceeds in the amount of \$22,200.00 for the loss of Wife's separate property, to wit: engagement ring and necklace. Husband shall undertake any actions necessary to insure that Wife is able to deposit the insurance proceeds received.

29. All right, title and interest in the parties' marital property, listed with their *approximate* net equity value, if known, are awarded and vested in the respective parties as set forth herein.

A. Marital Property Awarded to Wife

50% sale proceeds of residence at # [REDACTED] Forest [REDACTED], Chesterfield, MO 63005	\$ 154,604.00 (est.)
U.S. Bank Account i/n/o Wife	\$ 1,800.00
401K [REDACTED] Interiors ([REDACTED] Funds)	\$ 20,000.00
25% of [REDACTED] Account #... [REDACTED] IRA i/n/o Husband	\$ 12,656.75 (approx.)
2000 Infiniti I-30T Automobile (VIN ... [REDACTED])	\$ 3,000.00
Labrador Retriever Dogs (J [REDACTED] and B [REDACTED])	\$ unknown
Personal Property listed in "EXHIBIT 1"	\$ 12,435.00
TOTAL:	\$ 204,495.75

B. Marital Property Awarded to Husband

50% sale proceeds of residence at # [REDACTED] Forest [REDACTED], Chesterfield, MO 63005	\$ 154,604.00 (est.)
U.S. Bank Account i/n/o Husband	\$ varies
75% of [REDACTED] Account #... [REDACTED] IRA i/n/o Husband	\$ 37,970.58 (approx.)
2001 Maxwell Utility Trailer (VIN ... [REDACTED])	\$ 1,500.00
1998 Ford Expedition Automobile (VIN ... [REDACTED])	\$ 2,500.00
Personal Property listed in "EXHIBIT 2"	\$ 24,910.00
TOTAL:	\$ 221,484.58

C. Except as may be otherwise expressly provided in subparagraphs "A" and/or "B" hereinabove, all other personal property of the parties shall be the sole and exclusive property of the party presently in the possession, custody or control of the same or in whose name the same may be titled or denominated.

D. Except as may be expressly provided herein to the contrary, each party shall defend, indemnify and hold harmless the other from any and all debts, loans, mortgages, obligations, and expenses in any manner arising from, related to or connected with, any item of property, real or personal, respectively received by each under the provisions herein.

E. The marital residence known and numbered as [REDACTED] Forest [REDACTED], Chesterfield, Missouri 63005, bearing the following legal description: LOT [REDACTED] RIDGE [REDACTED] PLAT 2, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK [REDACTED], PAGE [REDACTED] OF THE ST. LOUIS COUNTY RECORDS shall be immediately listed for sale and sold, and Husband shall be entitled to possession of the residence and shall be responsible for all regular monthly expenses (including mortgage, utilities, taxes, insurance, and routine maintenance) until said sale, with both parties ordered to use their best efforts to sell said property. Husband shall maintain the property in the condition it was in at the time of trial, and shall maintain the insurance as is currently on place. Husband *shall make all payments due on the residence in a timely manner*. Net proceeds of the sale shall be defined as proceeds after payments of real estate commissions and any repairs necessary

for the sale, and shall be divided as set forth above. Husband shall *not* be entitled to a refund or "credit" for his expenses (mortgage, insurance, taxes, and utilities) maintaining the residence prior to the sale. If Wife is required to make payments due to Husband's failure to comply with the terms of this Judgment, she shall be entitled to a credit at closing, prior to the division of the net proceeds.

F. [REDACTED] is hereby appointed Commissioner for the sale of the aforementioned real estate and transfer of personal property, pursuant to the attached Court Order.

G. Husband shall transfer the custody of the Labrador Retrievers, Job [REDACTED] and B [REDACTED], on or before by November 1, 2008 at 6pm by making the dogs available at the marital residence and physically transferring the custody of the dogs to Wife.

30. The debts of the marriage shall be divided as follows, with each person obligated to pay said debt by virtue of this Judgment, to defend, indemnify and hold harmless the other from the third party for the payment thereof.

A. Debts to be Paid by Wife

50% [REDACTED] Mastercard ...# [REDACTED] (marital debt r/o)	\$	7,000.00
Visa #... [REDACTED] i/n/o Wife	\$	4,000.00
Any and all other debts incurred i/n/o Wife	\$	unknown

B. Debts to be Paid by Husband

50% [REDACTED] Mastercard ...# [REDACTED] (marital debt r/o)	\$	7,000.00
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Health insurance premiums due [REDACTED]	\$ 3,322.00
[REDACTED]. Bank Visa i/n/o Husband	\$ 0
[REDACTED] Mastercard i/n/o Husband	\$ 0
Loan/Notes from Husband to Husband's Parents	\$~36,000.00
Any and all other debts incurred i/n/o Husband	\$ unknown

30. Wife is granted restoration of her maiden name of "[REDACTED]".

31. Each party is directed to execute all deeds, titles, documents and other instruments necessary to effectuate fully the provisions and intent of this Decree.

32. The parties shall exchange any and all property awarded herein upon 24 hours notice upon request of the other party.

33. Each party shall be responsible for the payment of all attorneys' fees, costs of litigation and expert fees related to this action that they incurred.

34. Court costs shall be paid from the court cost deposit previously posted. The costs of depositions shall not be taxed as costs.

SO ORDERED:



Family Court Judge

Entered this 27th day of October, 2008.

Cause No. 07FC-00 [REDACTED]

Copy to: Nathan S. Cohen, Attorney for Petitioner
Mark Kiesewetter, Attorney for Respondent
[REDACTED], Commissioner

EXHIBIT 1

Personal Property Awarded to Wife

	<u>VALUE</u>
Dining table w/ leaves	1200.00
Dining chairs 6	2400.00
Cover for table	100.00
Buffet	900.00
Buffet lamps/ mirror	400.00
Great room sofa	800.00
Great room chair half, ottoman and extra fabric	700.00
Great room end tables 2	80.00
Great room decorative black table	150.00
Lower Level wood & iron end table	200.00
Lower Level cocktail table	350.00
Hockey stick game	120.00
Master bedroom bench	150.00
Washer and dryer	400.00
Great room decorative pillows	200.00
Dog bowl large & small	20.00
Pinch collar	10.00
Black leash	10.00
Deer picture in lower level above mantel	200.00
Laying black lab w/duck statue	10.00
Fireplace tools in lower level	10.00
Floral arrangement on lower level mantel	20.00
Ferns on iron stands... large medium and small	175.00
Great room iron wall brackets	140.00
Iron scroll clock	20.00

Dining room table cloths	20.00
Custom purple & green basket -	
Silver and black candle holders	80.00
Kitchen floral arrangement	20.00
Great room grass and rock arrangement	10.00
Dining room placemats & napkins	120.00
White basket weave fruit bowl	5.00
Rubbermaid cake container	5.00
Coffee table books -	
Cook books...except assistance	100.00
league and wild game	
White cereal bowls	10.00
Pumpkin color platter	10.00
Cuisenart	10.00
Hand mixer	10.00
Hand blender	10.00
Blender	20.00
Stainless tray	10.00
Plastic pitchers	10.00
Glass casserole dish & bowl	10.00
Glass pie dish 2	10.00
Bread glass dish	5.00
Tall pasta pot	40.00
Cooling rack 2	5.00
Cup cake pan 2	10.00
Bunt cake pan	10.00
Stainless bowls w/lids	20.00
Glass pitcher	10.00
Margarita glasses 4	20.00
Christmas plates 4	10.00
Christmas mugs	5.00

Kitchen refrigerator	100.00
Steam cleaner	130.00
Small dirt Devil vacuum	10.00
Blow air mattress	40.00
Speedo towels 2	10.00
6' ladder	20.00
Step ladder	5.00
Small Toro lawn mower	50.00
Stereo system and speakers -	
Storage shelf in basement	50.00
All fabric and containers in the basement -	
Black outdoor hose	10.00

IN XXXXXXXXXX POSSESSION:

Accent chairs 2	1500.00
Guest room headboard	200.00
Guest room mattress and box	100.00
Guest room bedspread, blanket and accent pillows	400.00
Sheets and 2 pillows	100.00
Hall bath towels	60.00
Silverware	50.00
Dinner plates, salad plates and bowls	40.00
Hermannhoff wine glasses -	
Stainless tray	10.00
Pans 3	10.00
Picture frames	30.00
Grey hound statues -	
Bike	100.00
Black trash can	20.00
Uncle Remise Pewter (parents')	
Horse Pewter	
Wise Man Pewter (parents')	

EXHIBIT 2

Personal Property Awarded to Husband

<u>IN [REDACTED] POSSESSION:</u>	<u>VALUE</u>
Master headboard	500.00
Master mattress and box	450.00
Master custom comforter, dust skirt, Euro shams, accent pillows	2000.00
Master nightstands 2	300.00
Master Armoire	500.00
Master dresser	500.00
Master large mirror	300.00
Guest room mattress and box springs	150.00
Guest nightstand	20.00
Guest dresser	20.00
Guest gentlemens dresser	20.00
Guest room bedding, skirt & 2 accent pillows	100.00
Great room trunk	200.00
Kitchen table & chairs	1200.00
Kitchen counter stools 2	80.00
Lower level sectional	950.00
Pool table and sticks	3000.00
Barstools 4 and bar table	350.00
Desk	100.00
Desk chair	50.00
Computer stand	50.00
Computer and printer	600.00
File drawer and phone stand	100.00
Dog area rug in office & entry	120.00
Storage shelves 5	250.00

Patio table, 6 chairs & umbrella	500.00
Plastic chairs 4, 2 ottomans & end table	20.00
Refrigerator from basement	80.00
Televisions 4	600.00
Charcoal grill	20.00
Gas grill	800.00
Gun safe	150.00
Guns	1000.00+
Home safe	50.00
Iron board	5.00
Iron	10.00
DVD player	50.00
Great room artwork 3	600.00
John Pills artwork 5	400.00
Lower level artwork 5...	
ducks and 1 puppy piece	1000.00
Office artwork 4	600.00
Kitchen vintage artwork 2	40.00
Water fowl mounts 6	1000.00
Dog trash can	5.00
Carved wood ducks 6 -	
Duck & geese decoys	400.00
Geese wind socks	300.00
Dog crate	50.00
Dog bowls extra large, large 2 and small	30.00
Pinch collar	10.00
Leashes 5	60.00
Master bedroom towels	60.00
Iron wine rack 2	40.00
Microwave	40.00
Crock pot	40.00

Toaster oven	60.00
Kitchen table area rug	120.00
Kitchen sink rug	20.00
Hall rug	10.00
Kitchen placemats 2 sets	20.00
Decorative martini glasses & wine	80.00
Picture frames	40.00
Bathroom & Kitchen trash cans	10.00
Custom camo blanket	20.00
Pillow forms 4	20.00
Extra sheets	40.00
Powder room & half bath mirror	120.00
Beige dinner plates	100.00
Coral salad and cereal bowls	140.00
Casual glasses	20.00
Espresso glasses	40.00
Water glasses	20.00
Beer pilsner	40.00
Coffee mugs	40.00
Waterford scotch glasses	140.00
Waterford brandy glasses	120.00
Waterford 2 bowls	140.00
Formal place setting	600.00
Formal wine and water glasses	360.00
Glass pitcher	10.00
Glass casserole dish 2, bowl and square dish	20.00
Bunt cake	10.00
Coffee maker	20.00
Short pasta pans	40.00

Stainless cookware	100.00
Stainless trays	20.00
Knives	150.00
Barbecue tools	50.00
Silverware	20.00
All kitchen utensils	100.00
Strainers 5	20.00
Measuring cups 2	10.00
Glass bowls set of 4	20.00
White bowls w/ lids	10.00
Tupperware	80.00
Cutting board	10.00
Pizza stone	10.00
Storage units outside 2	80.00
Lawn mower	300.00
Gas blower	60.00
Fertilizer spreader	200.00
Shovels, rakes, & brooms	200.00
Ladder 12' expandable \$	100.00
Camo duck blind covers	250.00
Vacuum cleaners	120.00
Painting tools	150.00
Outdoor hoses & Sprinklers	160.00
Tool box & all tools	400.00

IN THE FAMILY COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

FILED

CYNTHIA [REDACTED],)
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Petitioner,)
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JEFFREY [REDACTED],)
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Respondent.)

OCT 27 2008
Cause No. [REDACTED]
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY
Division No. 11 (FC8)

ORDER AND JUDGMENT APPOINTING REAL ESTATE COMMISSIONER

1. Attorney [REDACTED] is hereby appointed as Real Estate Commissioner in this matter to facilitate the sale of the property pursuant to the Amended Judgment/Decree of Dissolution entered this 27th day of October, 2008, and known and numbered as # [REDACTED] Forest, [REDACTED], Missouri 63005, and owned jointly by the parties, CYNTHIA [REDACTED] and JEFFREY [REDACTED], hereinafter the "Owners",

2. Real Estate Commissioner shall have the power and authority to list the property for sale and to complete and close the sale of the property, including but not limited to: the selection and employment of a real estate agent to list and sell said property; the selection and employment of such persons or entities to effectuate the listing and sale of the property as Real Estate Commissioner deems necessary and appropriate; the determination of a sale price for the property; the determination of any offers or contracts made on the property; the determination of the terms of the sale of the property; and the authority to make any and all decisions necessary to effectuate the listing and sale of the property.

3. The parties shall cooperate and fully comply with the requests and instructions of the Real Estate Commissioner, as well as the person or entities that the Real Estate Commissioner employs to effectuate the listing and sale of the property.

4. Should the parties fail to execute any documents requested by the Commissioner within 48 hours after such request is made, the Commissioner shall have the authority to sign and execute documents in place of the Owners, and shall have the authority to execute documents including real estate contracts to list the property and the deed to convey title and any and all closing documents including the settlement statement for the real property.

5. The Commissioner, and/or her agents designated specifically by her, shall be allowed to enter the real property for activities related to the sale of same, upon reasonable notice to Owners. JEFFREY [REDACTED] shall be entitled to reside in the residence as set forth in this Court's Amended Judgment/Decree of Dissolution, so long as he does not interfere with the Commissioner's efforts to sell the real property and makes all payments required under the Amended Judgment/Decree of Dissolution. The utilities shall be kept on and remain in the names they are currently held and JEFFREY [REDACTED] shall make any and all necessary payments for said utilities so the utilities remain turned on until the day of closing on the sale of real estate, pursuant to this Court's Judgment. In the event that he fails to make said payments, he shall remove himself from said property and CYNTHIA [REDACTED] shall have the right to reside in the residence pursuant to the Amended Judgment/Decree of Dissolution.

6. JEFFREY [REDACTED] shall immediately provide the Real Estate Commissioner with keys to the residence and if the Commissioner is unable to obtain said keys, she shall have the absolute right to enter the premises and have the locks removed and changed.

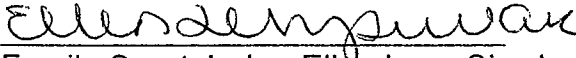
7. Upon the sale and close of the property, the debts, costs, fees, and distribution of net proceeds shall follow the terms of the Amended Judgment/Decree of Dissolution entered by this Court on October 27, 2008, specifically Paragraph 29.

8. Upon application of either party or Real Estate Commissioner, the Court may enter additional orders to enforce this Judgment and Order.

9. The Commissioner shall oversee the transfer of personal property awarded the property the parties as set forth in the Amended Judgment/Decree of Dissolution.

10. The Commissioner shall be entitled to a reasonable fee for her services, to be paid at the time of the real estate closing. In the event of a shortfall for the sale of the property, the court shall retain jurisdiction to award the Real Estate Commissioner her fees by way of judgment against the parties. In the event any sums would be remaining after paying the Real Estate Commissioner's fees and closing costs, the remaining sums shall be paid and distributed pursuant to this Court's Amended Judgment/Decree of Dissolution.

SO ORDERED:


Family Court Judge Ellen Levy Siwak 10-27-08
Entered this 27th day of October, 2008

Copy to: Nathan S. Cohen, Attorney for Petitioner
Mark Kieseewetter, Attorney for Respondent
[REDACTED], Real estate Commissioner