

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

In the Matter of the Marriage of
MARY JEAN KIRTLAND and
BENJAMIN B. KIRTLAND


Case No. 11 CV 00712
Division 7
K.S.A. Chapter 60

DECREE OF DIVORCE
(Title to Real Estate Involved)

NOW on this 15th day of April, 2011, the above captioned matter comes on before the Court for a final decree of divorce. The petitioner appears in person and with counsel, Ernest C. Ballweg of the firm, Johnston, Ballweg & Modrcin, L.C. The respondent does appear personally but appears by and through his counsel, Ellen S. Goldman of the firm, Law Offices of Ellen S. Goldman. There are no other appearances.

THEREUPON, the petitioner presents evidence to the Court and rests. The Court, having heard testimony and statements of counsel and having reviewed the pleadings herein makes the following findings and orders:

1. That the petitioner has been a resident of the state of Kansas for more than sixty (60) days, next preceding the filing of this action.
2. That the Court has jurisdiction over the parties and the subject matter and venue has been properly placed.
3. That respondent is not now in the military service of the United States and, therefore, the Servicemembers' Civil Relief Act is not applicable.
4. That the petitioner and respondent were lawfully married on the 27th day of August, 1983 in Fairfield County, Connecticut.


EXHIBIT 1A
CLERK OF DISTRICT COURT
JOHNSON COUNTY, KS

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5. The parties are incompatible, one with the other, and because of said incompatibility their marriage relationship has been destroyed and each party is entitled to a divorce and is hereby divorced from the other on that ground.
6. That four children have been born of this marriage and petitioner is not now pregnant. All four children have reached the age of majority and are not subject to this action.
7. The parties have entered into a written Property Settlement Agreement. The Court reviews the Agreement entered into by the parties and the terms of said Agreement are valid, just and equitable and are approved by the Court.
8. Each party hereto expressly waives any right to the receipt of alimony or maintenance, which that party may have from the other party. Each party specifically acknowledges that such waiver of maintenance is permanent and that neither party can hereafter apply to the Court for an award of maintenance of alimony. Each party acknowledges that they are in good health, capable of gainful employment and not dependent on the other party for support. Neither party shall receive maintenance from the other.
9. The marital property of the parties shall be divided and distributed in accordance with the terms, covenants, and conditions of the parties' Property Settlement Agreement that each party retains full rights to the personal property now in his or her possession or titled in his or her name exclusively, subject to any encumbrances thereon; said Agreement is hereby incorporated by reference into this Decree.
10. The parties presently own certain real property with a legal description as follows:

FALCON VALLEY, 5th Plat, Lot 101, Lenexa, Johnson County, Kansas
which property is commonly known as 19001 W. 98th Terrace, Lenexa, Kansas,
shall be set over to and be the sole and exclusive property of the Wife in
accordance with and subject to the provisions of the Property Settlement
Agreement entered into by the parties.

11. Each party shall be responsible for the debts incurred by such party subsequent to the filing of the Petition for Divorce and shall hold the other harmless on such debts and each party shall hold the other harmless from any and all debts incurred on property assigned to that party or which debts are otherwise incurred in his or her own individual name or assigned to that party by the Property Settlement Agreement.
12. The parties are prohibited from contracting marriage with any other person for a period of thirty (30) days after the entry of this Decree and if any appeal is taken, then from the receipt of the mandate from the Appellate Court in accordance with K.S.A. 60-2106(c). Any marriage contracted before the expiration of that period shall be voidable.
13. The costs of this action are taxed against the security deposit.

IT IS SO ORDERED.

DAVID W. HAUBER

The Honorable David W. Hauber
JUDGE OF THE DISTRICT COURT



15 April 11
15 April 11
David W. Hauber

APPROVED:

JOHNSTON, BALLWEG & MODRCIN, L.C.

By: *Ernest C. Ballweg*

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