

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PASCO COUNTY, FLORIDA**

IN RE: THE MARRIAGE OF:

DAVID M. DELAC,  
Petitioner/Husband,  
And

Case No.: 2022-DR-4120

TRACY W. DELAC,  
Respondent/Wife.

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**FINAL JUDGMENT FOR DISSOLUTION OF MARRIAGE**

**THIS CAUSE**, having come before the Court without a hearing upon the Petitioner, DAVID M. DELAC's Petition for Dissolution of Marriage filed on August 8<sup>th</sup>, 2022, and the Respondent, TRACY W. DELAC's Answer and Counter-petition filed on September 6<sup>th</sup>, 2023, and the Petitioner's Answer to Counter-petition filed on September 8<sup>th</sup>, 2023 and the Respondent's Answer and Amended Counter-petition dated July 24<sup>th</sup>, 2023 and the Petitioner's Answer to Amended Counter-petition dated July 24<sup>th</sup>, 2023. John E. Napolitano, Esq., represented the Petitioner, and K. Scott Schlegel, Esq, represented the Respondent. The Court being fully advised in the premises finds and declares as follows:

- A. This Court has jurisdiction of the subject matter and the parties hereto.
- B. Both parties have been residents of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
- C. The parties were married on August 6<sup>th</sup>, 1994, in Orlando, Florida.
- D. The marriage is irretrievably broken.
- E. The parties have no minor children, and the Wife is not pregnant.
- F. The Husband shall pay durational alimony to the Wife in accordance with paragraphs 3.1, 3.2 and 3.3 of the Marital Settlement Agreement.
- G. The Wife wishes her former name be restored to **TRACY WILLIAMS**.
- H. The parties entered into a Marital Settlement Agreement on July 18<sup>th</sup>, 2023, that resolved all issues. Said agreement was entered into freely and voluntarily. Copy attached as Exhibit A.

**NOW, THEREFORE, IT IS ORDERED AND ADJUDGED:**

1. The marriage between the parties is hereby dissolved because it is irretrievably broken, and the parties are restored to the status of being single.
2. The Marital Settlement Agreement of the parties executed on July 18<sup>th</sup>, 2023, was entered into voluntarily by each party, and incorporated herein by referenced for all purposes, is approved and expressly made a part of this Final Judgment for Petition for Dissolution of Marriage and all the terms and provisions of said Agreement are **RATIFIED, CONFIRMED** and **ADOPTED** as Orders of this Court to the same extent and with the same force and effect, as if the terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement. The Marital Settlement Agreement shall **NOT** be merged into this **ORDER**.
3. The Husband shall pay durational alimony pursuant to the Marital Settlement Agreement.
4. The Wife's former name is restored and hereinafter she shall be known as **TRACY WILLIAMS**.
5. This Judgment shall act as a Transfer and Conveyance of all real property and personal property in the event either party should fail to execute all necessary documents, to Transfer their right, title, and interest in and to any realty or personal property being retained by either party within thirty (30) days of the entry of the Final Judgment.
6. Except as to the dissolution of marriage granted herein, this Court specifically reserves jurisdiction over the parties and the subject matter hereto to enforce and/or modify the terms and provisions of this Final Judgment, and to enter any further Orders that may be equitable, appropriate, or just.

**DONE and ORDERED** in Chambers, Pasco County, Florida this \_\_\_ day of July 2023.

Electronically Conformed 7/25/2023

Alicia Polk

\_\_\_\_\_  
The Honorable Alicia Polk  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished via electronic service to John E. Napolitano, Esq., attorney for Petitioner, at [john@lmdlawfirm.com](mailto:john@lmdlawfirm.com) and K. Scott Schlegel, Esq., attorney for Respondent, at [info@familylawnow.com](mailto:info@familylawnow.com) on this \_\_\_ day of July 2023.

\_\_\_\_\_  
Amanda Esqueda  
Judicial Assistant

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA

Case No.: 2022-DR-4120  
Division: Domestic Relations

IN RE THE MARRIAGE OF:

DAVID M. DELAC,  
Petitioner/Husband,

and

TRACY DELAC,  
Respondent/Wife.

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between DAVID M. DELAC, referred to as "Petitioner" or "Husband" herein, and TRACY DELAC, referred to as "Respondent" or "Wife" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about August 6, 1994;

**WHEREAS**, there are no children of the parties under the age of 18 or otherwise entitled to support, and none are expected;

**WHEREAS**, the Husband has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

**WHEREAS**, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

**WHEREAS**, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

**WHEREAS**, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have

agreed and do hereby agree as follows:

**ARTICLE I  
EQUITABLE DISTRIBUTION**

1.1 The parties established an agreed-upon equitable distribution worksheet, which is hereto attached as Exhibit A. Within the worksheet, there is a column for each party, and if there is a designated value under either party's column, then such designated value assigned to that particular asset or liability shall become that party's asset or liability post-divorce.

1.2 following items shall be divided in kind between the parties as soon as practicable, in the proportions specified for each party:

(a) Husband's Defined Benefit Plan with the City of Fort Myers, Florida: Petitioner, 50%; Respondent, 50%.

(b) Within 30 days of the date of signing the Final Judgment, the parties shall retain Matt Lundy (or another attorney of the Husband's choosing, so long as said attorney does not charge more than \$800 total) to draft a qualified domestic relation order ("QDRO") to enable Wife to receive 50% of the Husband's Defined Benefit Plan with the City of Fort Myers. Each party shall each be responsible for 50% of Mr. Lundy's fees.

(c) Wife is solely entitled to any other retirement or pension claims generated through her employment in the future and Husband relinquishes any rights, interest or claims to same. Husband is solely entitled to any other retirement or pension claims generated through his employment in the future and Wife relinquishes any rights, interest or claims to same.

1.2 Except for the items specifically conferred or addressed in the schedules attached hereto or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

1.3 Both parties shall cooperate in timely executing documents necessary to transfer the assets to one another and the children. The parties shall transfer the titles to the vehicles they shall retain to one another within 14 days of the date of this agreement.

1.3.1 The Wife shall retain the 2018 Chevrolet Equinox VIN# 3GNAXMEV1JS585720

1.3.2 The Husband shall retain the 2017 Chevrolet Camaro VIN# 1G1FA1RX7H0172737

**Division of Liabilities**

attached hereto and incorporated herein by reference for all purposes as if set forth in full, and shall indemnify and hold the Wife and her property harmless from any failure to pay the same.

- a) Auto Loan- 2018 Equinox: \$2,574.00
- b) Discover CC # 1893: \$1402.47.
- c) Discover IT: \$3,068.00
- d) Auto Loan- Camaro: \$5,241.00

1.5 Wife shall pay the debts, liabilities and obligations listed in **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes as if set forth in full, and shall indemnify and hold Husband and his property harmless from any failure to pay the same.

- a) None

1.6 There are no other joint obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

1.7 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

## **RETIREMENT**

### **Husband's IRA**

2.0 The Husband is awarded one hundred percent (100%) of his interest in the Husband's IRA with Aegis Capital Corp, and the Wife hereby waives and releases any and all claim or interest therein.

### **MassMutual RetireSmart**

2.1 The Husband is awarded one hundred percent (100%) of his interest in the MassMutual RetireSmart arising out of his employment with Port Tampa Bay, and the Wife hereby waives and releases any and all claim or interest therein.

### **Texas County & District Retirement System (TCDRS)**

2.2 The Husband is awarded one hundred percent (100%) of his interest in the Texas County & District Retirement System (TCDRS) arising out of his employment with Galveston County and the Wife hereby waives and releases any and all claim or interest therein.

### **Teacher Retirement System of Texas (TRS)**

2.3 The Wife is awarded one hundred percent (100%) of her interest in the Teacher Retirement System of Texas (TRS) arising out of her employment as a teacher in Texas, and the Husband hereby waives and releases any and all claim or interest therein.

## ARTICLE II

### Equalizing Payment

2.4 In order to achieve an equitable division of marital assets and liabilities between the parties, the Wife shall make an equalizing payment of Twenty-four Thousand Four Hundred and Thirty-one and No/100 Dollars (\$24,431.00) to the Husband. As provided by Section 1041 of the Internal Revenue Code, the parties agree that such payment does not constitute alimony, and that there should be no recognized gain or loss for such payment because the same is made incident to the dissolution of marriage. Said equalizing payment shall be paid by Wife as follows: by wire transfer or cashier's check, as instructed by the Husband within 7 days of the filing of the Final Judgment.

2.5 In arriving at the final account balances for ERISA accounts, the amounts in the Equitable Distribution Worksheet(s) have been tax effected at twenty-five percent (25%). (i.e. Employee Retirement Income Security Act of 1974 (ERISA)).

2.6 The Husband shall fully satisfy the existing lien with SunCoast Credit Union associated with the Wife's 2018 Chevy Equinox within 30 days.

2.7 The parties own a Chevy Colorado, presently driven by Micah Delac, and a Chevy Malibu, presently driven by Leah Delac, and agree to allow each of their children to assume the monthly automobile liability and insurance payment in order to keep the vehicles in their possession. Should either children fail to keep the obligations current, then the parties shall be entitled to retake possession and sell the vehicle to eliminate any concerns regarding negatively impacting their personal creditworthiness. Proceeds from the sale of either vehicle shall be split 50/50 between the parties.

2.8 The Sallie Mae loan to Leah has been paid by the Father up thru the date of this agreement. As of August 1, 2023, Leah will begin making her own student loan payments to Sallie Mae. Should Leah fail to make timely payments resulting in a default, then the parties shall equally share in the costs associated with any collections matter regarding the Sallie Mae debt.

### General Provisions

2.9 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

2.10 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

2.11 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

### **ARTICLE III ALIMONY**

3.0 The parties agree that Wife has an actual need for alimony or maintenance, and the Husband has the ability to pay the same. In arriving at the agreed upon monthly amount herein, the Wife's financial affidavit was critically reviewed and supplemented with additional disclosure during settlement discussions of the Wife's expectation of moving to Texas in late July of 2023. The Wife's financial affidavit has not been amended to reflect such salary change as a teacher in Texas given that it has not, as yet, occurred. However, should any future proceeding relating to alimony, or modification proceeding occur, it is understood that the platform for which the Wife's income would be analyzed at the time of this final judgment is \$65,322 (which is her Texas teacher gross income) and she has signed a lease in Texas for \$2275 per month for living arrangements.

#### **Durational Alimony**

3.1 The parties agree that Petitioner shall pay durational alimony as provided herein.

3.2 Husband shall pay to the Wife as durational alimony the amount of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per month, to be paid in accordance with Petitioner's payroll cycle beginning August 1, 2023, and in any event at least once a month.

3.3 Payment of durational alimony as set forth above shall continue for 21 years, (as determined by taking 75% of the length of the marriage, which was 28 years at the time of filing the divorce petition), until the death of either party, or upon the remarriage of the Wife, whichever occurs first.

#### **Other Provisions**

3.6 Payment Made Directly. Payments of alimony shall be made by direct deposit, check or by money order directly to Respondent, and both parties shall each keep their own records of all payments due and all payments made. The parties agree to advise each other and the depository of any change relating to their name, address, and employment information. In the



event of a default in the payment of alimony equal to one month's obligation, either party may immediately initiate payment of alimony through a depository and, if the Husband is receiving a salary or other regular income, by income deduction order pursuant to Section 61.13(1)(d) of the Florida Statutes.

3.7 Nondischargeable in Bankruptcy. It is the express intent of the parties that all alimony payable or to be made hereunder is specifically intended to be nondischargeable in the event of the bankruptcy of the paying party.

3.9 Interest on Past Due Amounts. Any amounts that are past due shall bear interest at the rate of ten percent (10%) per annum from date of default until paid in full.

3.10 Acceleration in Event of Default. In the event of default of payment of periodic bridge-the-gap alimony as specified hereinabove, then the entire remaining amounts due shall, at the option of the Wife, become immediately due and collectible without notice, time being of the essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

3.11 Not Taxable Income for Respondent. The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for the Wife, and that the Husband shall not be entitled to deduct from his income all such alimony payments made by the Husband.

#### **ARTICLE IV MAIDEN NAME**

4.0 At the conclusion of these proceedings, Wife's maiden name shall be restored to TRACY WILLIAMS.

#### **ARTICLE V TAX ISSUES**

##### **Federal Income Taxes for Tax Year 2023**

5.0 For tax year 2023, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

5.1 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

5.2 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

5.3 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

#### **Other Provisions**

5.4 **Attorney is Not Tax Expert.** The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

5.5 **Request for Information and Cooperation.** It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

5.6 **Preservation of Information.** Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

5.7 **No Waiver of "Innocent Spouse".** The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

### **ARTICLE VI COURT COSTS AND ATTORNEY'S FEES**

6.0 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

6.1 Each party will be responsible for his or her own attorney's fees incurred herein.

### **ARTICLE VII**

## CONFIDENTIALITY

7.0 The parties hereto agree that, due to the private nature of the personal and financial information of the parties, the contents of this Agreement and the pleadings in this case are confidential and shall not be disclosed to a third party, except to a third party with whom a party has a strict confidential relationship, such as an attorney, psychologist, accountant, or the like, or by court order.

## ARTICLE VIII GENERAL PROVISIONS

8.0 Written Notice of Change of Information. Any party shall give written notice to the other party by registered or certified mail of any intended change in the following information: (a) name, (b) marital status, (c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address of employment, or (h) work telephone number. Such written notice must be provided no later than thirty (30) days before a change of any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before the fifth day after the date that the party knew of the change.

8.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

8.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

8.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

8.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

8.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

8.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

8.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

8.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

8.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

8.10 Final Judgment to Allow Transfer of Assets. The parties agree the Final Judgment shall authorize the transfer of any assets as set forth in this Agreement.

**ISIGNATURE PAGES FOLLOW**

I, DAVID M. DELAC, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: July 17, 2023

David M. Delac  
DAVID M. DELAC

Witnesses as to DAVID M. DELAC:

Cheryl L. Reece

Signature of Witness  
July 17, 2023

Date  
Cheryl L. Reece

Name Printed  
7560 W. Turkeyneck Ct.

Street Address  
Hawassa, FL 34448

City, State, Zip

Lathyn H. Wells

Signature of Witness  
July 17, 2023

Date  
LATHYN H. WELLS

Name Printed  
P.O. Box 235

Street Address  
OKFORD, FLORIDA 34424

City, State, Zip

STATE OF FLORIDA  
COUNTY OF PASCO

Sworn to or affirmed and subscribed before me by means of  physical presence or  online notarization on July 17, 2023 by DAVID M. DELAC.



Cheryl L. Reece  
NOTARY PUBLIC - STATE OF FLORIDA

Cheryl L. Reece  
Printed Name of Notary

Personally known  
 Produced identification  
Type of identification produced \_\_\_\_\_

I, TRACY DELAC, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: July 19, 2023

DocuSigned by:  
TRACY DELAC  
33046570553462  
TRACY DELAC

Witnesses as to TRACY DELAC:

DocuSigned by:  
Lisa Escobar  
5108BAD9C6A448B...

Signature of Witness  
July 19, 2023 | 12:49 PM EDT

Date  
Lisa Escobar

Name Printed  
1100 Brickell Bay Drive #310181

Street Address  
Miami, FL 33131

City, State, Zip

DocuSigned by:  
Jennifer Brinkerhoff  
026A4065138E462

Signature of Witness  
July 19, 2023 | 12:18 PM EDT

Date  
Jennifer Brinkerhoff

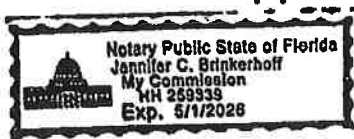
Name Printed  
390 N. Orange Ave., Suite 2300

Street Address  
Orlando, Florida, 32801

City, State, Zip

STATE OF FLORIDA  
COUNTY OF ~~DADE~~ ORANGE

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [x] online notarization on 7/19/2023 by TRACY DELAC.



DocuSigned by:  
Jennifer Brinkerhoff  
026A4065138E462  
NOTARY PUBLIC - STATE OF FLORIDA  
Jennifer Brinkerhoff

Printed Name of Notary

Personally known  
 Produced identification  
Type of identification produced f1 d1

**EXHIBIT A  
PROPERTY OF PETITIONER**

Petitioner shall receive exclusive ownership in the following assets and items, and Respondent waives and releases any and all claim or interest in such assets and items:

<b>ASSETS: DESCRIPTION OF ITEMS HUSBAND SHALL RECEIVE</b>	<b>CURRENT FAIR MARKET VALUE</b>
<b>Stocks/bonds:</b>	
Texas County & District Retirement System (TCDRS) Name on title/deed/account: David M. Delac	\$62,350.00
<b>Automobiles:</b>	
2017 Chevy Camaro (VIN: 1G1FA1RX7H0172737) Name on title/deed/account: David M. Delac and Tracy Delac	\$14,462.00
<b>Retirement plans:</b>	
Husband's IRA Name on title/deed/account: David M. Delac	\$87,774.00
MassMutual RetireSmart Name on title/deed/account: David M. Delac	\$21,531.00
<b>Total Assets to Husband</b>	<b>\$192,117.00</b>

**EXHIBIT B  
PROPERTY OF RESPONDENT**

Respondent shall receive exclusive ownership in the following assets and items, and Petitioner waives and releases any and all claim or interest in such assets and items:

<b>ASSETS: DESCRIPTION OF ITEMS WIFE SHALL RECEIVE</b>	<b>CURRENT FAIR MARKET VALUE</b>
<b>Cash in banks:</b>	
Joint Wells Fargo Savings #0927 Name on title/deed/account: David M. Delac and Tracy Delac	\$183,687.19
<b>Stocks/bonds:</b>	
Teacher Retirement System of Texas (TRS) Name on title/deed/account: Tracy Delac	\$16,503.09
<b>Automobiles:</b>	
2018 Chevy Equinox (VIN: 3GNAXMEV1JS585720) Name on title/deed/account: David M. Delac and Tracy Delac	\$15,003.00
<b>Furniture &amp; furnishings in the home:</b>	
Home Furnishings	\$7,500.00
<b>Total Assets to Wife</b>	<b>\$222,693.28</b>



**EXHIBIT C  
LIABILITIES AND OBLIGATIONS OF PETITIONER**

Petitioner shall pay the debts, liabilities and obligations listed below, and shall indemnify and hold Respondent and her property harmless from any failure to pay the same:

<b>LIABILITIES: DESCRIPTION OF DEBTS TO BE PAID BY HUSBAND</b>	<b>CURRENT AMOUNT OWED</b>
Mortgages on Home: None	
Mortgages on Other Real Estate: None	
Charge/Credit Card Accounts:	
Discover It #4995 Name on mortgage/note/account: David M. Delac	\$3,068.00
Discover Credit Card #1893 Name on mortgage/note/account: David M. Delac	\$1,402.47
Auto loan:	
2018 Chevrolet Equinox Name on mortgage/note/account: Tracy Delac	\$2,574.00
2017 Chevrolet Camaro Name on mortgage/note/account: David M. Delac	\$5,241.00
<b>Total Debts to be Paid by Husband</b>	<b>\$12,285.47</b>

**EXHIBIT D**  
**LIABILITIES AND OBLIGATIONS OF RESPONDENT**

Respondent shall pay the debts, liabilities and obligations listed below, and shall indemnify and hold Petitioner and his property harmless from any failure to pay the same: None

<b>LIABILITIES: DESCRIPTION OF DEBTS TO BE PAID BY WIFE</b>	<b>CURRENT AMOUNT OWED</b>
Mortgages on Home: None	
Mortgages on Other Real Estate: None	
Charge/Credit Card Accounts: None	
Auto loan: None	
Bank/credit union loans: None	
Money you owe: None	
Judgments: None	
Other debts: None	
<b>Total Debts to be Paid by Wife</b>	<b>\$0.00</b>