

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FD-201-1692
Hyan

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN RE THE MARRIAGE OF:)
MICHAEL J. HUNTER,)
Petitioner,)
-and-)
CHERYL P. HUNTER,)
Respondent.)

MAY 21 2021
RICK WARREN
COURT CLERK
42 _____

Ca. **FD-2021-1692**
FD-2021

PETITION FOR DISSOLUTION OF MARRIAGE

COMES NOW the Petitioner, **MICHAEL J. HUNTER**, by and through his attorney **David C. Henneke**, and for cause of action against the Respondent, **CHERYL P. HUNTER**, alleges and states:

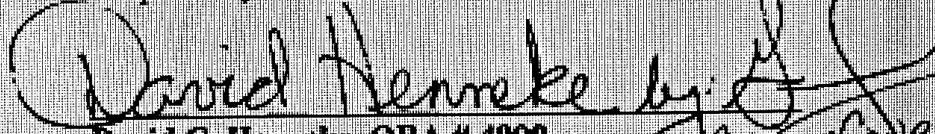
1. That the Petitioner is now and has been for more than six (6) months next preceding the filing of this *Petition*, an actual resident, in good faith, of the State of Oklahoma, and a resident of Oklahoma County for thirty (30) days on date this *Petition* was filed.
2. That the parties were married on December 26, 1981, in Stillwater, Oklahoma, and have been since that date, and are at present, husband and wife.
3. That of this marriage, two (2) child have been born of the parties, who have reached the age of majority; and that the Respondent is not now pregnant.
4. That as grounds for divorce, the Petitioner alleges that a state of complete and irreconcilable incompatibility has arisen between the parties which has completely destroyed the legitimate aims of the marriage and rendered its continuation impossible by reason of which the Petitioner requests he be granted a Decree of Dissolution.

5. That each party owned personal property prior to the marriage, which property should be set aside to them.
6. That during the marriage, various items of personal property and real property have been acquired by the parties which should be equitably divided between them.
7. That during the marriage, various debts, obligations and/or liabilities have been incurred by the parties which should be equitably divided between them.

WHEREFORE, the Petitioner prays that both parties be granted an absolute Decree of Dissolution from each other on the grounds alleged; that the separate property of the parties be set aside to them; that the jointly-acquired property of the parties be equitably divided; that the jointly-acquired debts of the parties be equitably divided; and, that Petitioner have all such other things to which in law and/or equity he may be entitled.

DATED this 21st day of May, 2021.

Respectfully submitted,


David C. Henneke, OBA # 4099
102 South Van Buren
Post Office Box 3624
Enid, OK 73702-3624
(580) 237-1600 / Telephone
(580) 237-1980 / Facsimile
Attorney for Petitioner

GEARY CONE
#32164

VERIFICATION

STATE OF OKLAHOMA

)
) ss:
)

COUNTY OF GARFIELD

MICHAEL J. HUNTER, of lawful age, being first duly sworn, on oath, states:

I have read the above and foregoing **PETITION FOR DISSOLUTION OF MARRIAGE**, I am familiar with its contents, and the statements and allegations therein contained are true and correct.

Michael J. Hunter
MICHAEL J. HUNTER

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 2nd day of May, 2021.

(SEAL)

LISA M. MALY
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION #18008375
MY COMMISSION EXPIRES 06-21-2022

Lisa M. Maly
Notary Public



AUTOMATIC TEMPORARY INJUNCTION NOTICE

WARNING: This is an office Court Order by operation of law. It affects your rights. Read this Notice immediately and carefully. If you do not understand it, contact a lawyer for help. Violation of this Order may be punished by fine and/or imprisonment.

Oklahoma Statutes (43 O.S. § 110) provide that upon the filing of a Petition for Divorce or Legal Separation by the Petitioner, or upon service of the Petition and Summons on the Respondent, or upon waiver and acceptance of service by the Respondent, an Automatic Temporary Injunction shall be in effect against both parties until the final decree is entered or the Petition is dismissed, or until further Order of the Court unless:

- (a) both parties have signed their names below agreeing to waive these Automatic Temporary Orders; or
- (b) within three (3) days after service of this Summons, a party files an objection and requests a hearing with the court.

This Automatic Temporary Injunction shall remain in force until the hearing by the Court.

Either party may apply to the Court for further temporary orders, an expanded temporary injunction, or modification, or modification or revocation under 43 O.S. § 110 (A)(3).

THEREFORE, BOTH YOU AND YOUR SPOUSE ARE RESTRAINED, ENJOINED, AND PROHIBITED FROM THE FOLLOWING:

1. Molesting or disturbing the peace of the other party or the child(ren) of the marriage.
2. Disrupting or withdrawing any child(ren) of this marriage from an educational facility, program, or day-care where the child(ren) historically have been enrolled.
3. Hiding or secreting any child(ren) of this marriage from the other party.
4. Removing any child(ren) of this marriage beyond the jurisdiction of the State of Oklahoma, acting directly or in concert with others, except for vacations of two (2) weeks or less duration, without the prior written consent of the other party, which shall not be unreasonably withheld.
5. Selling, mortgaging, encumbering, transferring, loaning, giving away, concealing or in any way disposing of, without the written consent of the other party or an order of the Court, any marital property, except:
 - (A) in the usual course of operating a business;
 - (B) for the purpose of retaining an attorney for the case; or
 - (C) for the necessities of life.

Each party shall notify the other party of any proposed other expenditures, and shall account to the court for all such expenditures made after this injunction went into effect.

6. Intentionally or knowingly damaging or destroying the tangible property of the parties, or either of them, including but not limited to, any document that represents or embodies anything of value.
7. Making a withdrawal for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan or employee savings plan or from any individual retirement account or Keogh account.
8. Withdrawing or borrowing in any manner all or any part of the cash surrender value of life insurance policies on either party or their child(ren).
9. Changing or in any manner altering the beneficiary designation on any life insurance policies of either party or any of their children.
10. Canceling, altering, or in any manner affecting any casualty, automobile, homeowners', or health insurance policies insuring the parties' property or persons.
11. Opening or diverting mail addressed to the other party.
12. Signing or endorsing the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, or attempting to negotiate any negotiable instruments payable to either party without the personal signature of the other party.

REGARDING INSURANCE, YOU AND YOUR SPOUSE ARE:

13. Ordered To maintain and keep in force all presently existing health, property, vehicle, homeowners', life and other insurance which you are presently carrying on any member of this family unit, or property or vehicle, and to cooperate as necessary in the filing and processing of claims. Any employer provided health insurance currently in existence shall remain in full force and effect for all family members.

WAIVER OF AUTOMATIC TEMPORARY INJUNCTION

Pursuant to 43 O.S. § 110(A)(2)(b), the provisions of this Automatic Temporary Injunction can be waived - if both parties agree. By my signature below, I waive the effectiveness of the foregoing Automatic Temporary Injunction. I understand this waiver is not effective unless both parties have checked the boxes and signed below.

Dated: _____

Dated: _____

Signature of Petitioner

Signature of Respondent