

Chapter 10 – Debt Deserting

“If finances were ever a problem, it was now; having been obligated to the pre-divorce debt and the loss of most marital assets. If only there was a ‘line in the sand’, but like sand in the desert, the debt seemed endless...”

Like sand in a desert, debt was the lot of this divorcee. Debt was born, or largely accrued, by the exploits of my now ex-wife; but, as already described, I bore the penalties. Debt was incurred through the unforeseen or unrealized tax status change—which gave the full tax credit of all the children to her. Debt was also transferred to my sole responsibility for the car note; and though it was the one thing of value that I took from the divorce, it ended-up being an albatross because she would not agree to authorize title transfer for re-registration in another state.

A few months following the divorce, the car or vehicle was up for registering and, living in the adjoining state at the time, required a transfer with the obligatory signature of the owner(s). Under the provisions or instructions of the Final Judgment, I was to re-finance the vehicle as possible or feasible; but with registration occurring so quickly (after the divorce)—and only being re-employed for a few weeks—I had not been able. Now the registration was due and, as matter of practicality, I needed my ex-wife (who was still part owner), to authorize the transfer. But before I continue with this “next hurdle” in the post-divorce life, let me share a similar story—though with roles somewhat reversed.

Only weeks after our divorce, my ex-wife called to tell that me that our mini-van (excuse me, her...) mini-van was not working—that she had stalled nearby. On hearing the news, I drove to the location and replaced the broken serpentine belt. Back in operation, the van was otherwise in good working order; but this was not the first time that I had come through with a repair during the course of her divorce.

Between the time of her “final decision” (or after telling me that she was not going to divorce me) and “D-day” (the day of divorce), the car was experiencing another problem; and, as the first of two acts of road-side service, I went over to her house (excuse me, our “marital residence”) to do a good deed. Sometime after my arrival, the local police showed-up in response to her call of

my presence. Bear-in-mind that there was not a restraining order in effect in Georgia (or where we were living); the restraining order has been filed in Florida months earlier. The police were naturally confused as to why I was repairing the car while purportedly putting my family at risk; but wouldn't you be—wouldn't anybody be? I explained that she called me on the matter; but in their confusion, a team of one female and one male officer politely ask me if I would leave so as to alleviate any problem.

I left; but the problem persisted and still does. By "problem", what I mean is hype—that migrates to lies—in order to pose as a victim of one sort on another. If I haven't said it already, this behavior or practice is called what I think of as abusing the system designed to help to abused; other terms that may have been (or will be) applied include: "Recurring Themes"; "The Ruse"; "Devices" and maybe, "Much Ado about Dodo".

Why would I try a second time to help after having been burned the first time; or as I like to frame it, why would I do anything reasonable to directly or indirectly help my children? Yes, that's why I have taken such risks amid the repeated (or recurring) themes of alleged victimization. It's for the children's sake! **Do you hear me?** Everything at this point of the marriage was for the benefit my children—who neither understood (nor agreed to) divorce. Let's consider who the victims were and are; second, let's consider why they're victims. I will return to these questions or subject at a later time; and I will explain how their mother, who claims to love them, have used the children like pawns on a chessboard.

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Within a few weeks of the second repair (of the van), the vehicle was being traded in by her. Did I mention that the van was in both our names too? So, she calls me at work and politely ask me if I would head-on down to Auto Nation and co-sign the title of van for her new vehicle. What do you think I did? It's for the children....

Back to the vehicle that I owned (so to speak); in June of 2001, I received a letter from her attorney—a reply to my request for her co-signature to re-register my car. In letter included her refusal to co-sign—or otherwise authorize the vehicle for re-registration as follows:

I (the attorney) have reviewed the circumstances of the Mercury.... However until or unless she is off the loan, we are not willing to transfer the title of this vehicle to you or to anyone else. The divorce decree contemplated refinancing or paying off this debt. When that occurs....

Not that it matters at this time, since the ordeal is long over with; but for posterity and my continued view of the legal community, the Final Judgment (or divorce decree) in actual terms pertaining the Mercury:

The Husband shall make a good faith effort to refinance the Mercury....In the event that refinancing would cause great hardship, the Husband shall so document the hardship to the Wife.

During the time in question, I had just paid over \$5,000 in taxes—which was paid entirely from my remaining retirement account. What's more, I was only day's into re-employment—thus making qualification for a loan (or re-financing) impossible at the time. She (or they) was well aware of these circumstances and the terms of the decree on the matter of re-financing. In short, re-financing was not an option at the time. The basis for this refusal was the potential liability that she would incur should I default on the car note. Not that we, in fourteen years of marriage, have ever defaulted on a care loan, but what benefit or purpose would default provide to me? I was re-employed and the loan in good standing—and would remain so over the next four months while the car remained parked and I borrowed my parent's car to drive to work and to Atlanta to see my children every other weekend. With the help of a local credit union and a sympathetic bank officer, I was finally able to re-finance and to register the vehicle without her cosigning.

Perhaps I have not done a good job of explaining the details of this feature of my debt, but the upshot is this: the attorney's reply had nothing to do with liability or default, **but was simply another opportunity to make life more**

difficult for a divorced dad. My ex-wife could have signed the document to enable me to register and use the car; her choice (or reply) not to sign was simply out of maliciousness and nothing else. Once, twice, three times, I was there to service the vehicle and to co-sign for her car purchase. With a similar need to register my car, she was *not there*. As for the children, I will also be there—as providence allows....

Debt, debt and still more debt still: after three years into our divorce, she takes me back to court for more child support. During this period, my income had increased about a 17 percent increase. A marginal increase in child support may have been reasonable; but what occurred was an increase of 54 percent or from \$1400 to \$2160 per month! Yes, her attorney and her judge (excuse me, the judge) raised my child support to the maximum allowable rate—which was 60 percent of my net of after tax income. To summarize the child support obligation, I did not receive any tax credit for my children but, from my net income, 60 percent went to child support. I know, I know; but remember, “It’s for the children’s sake”.

Besides the radical increase in child support was also the creation of some back-due or arrears, some late-breaking out-of-pocket medical expenses that she claimed and, as well, the outstanding balance of the debt attached to the house in Georgia. Let’s address the last item first, and the first item last.

Just over a year after her divorce, my ex-wife decided to move back to Florida; and having to provide a reason, she subsequently informed her judge (excuse me, the judge) that, as a CPA, she could not find employment in Atlanta. With her alibi post-entered (several months following her move), she was free-and-clear to resume life back in Florida—where the aging restraining order sat quietly waiting to be resurrected on command of the voice of the “victim”.

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Florida was ideal: it enabled her to be closer to her family— where she was always and would always be—and it provided the full backing of the courts where precedence had been established for her victim status. Returning to her hometown was never a consideration (for me), but was certain given the inevitable and indomitable relationship between her and her mother. She was able to return under the dubious honor of being yet another victim of an already deeply victimized family; and with the open-arms and empathy of some—who knew all too well the vile acts of men. There were a few family members that may have thought otherwise, had they been at the divorce trial; if in court, they would have seen another side that was anything but a real victim. Yes, there (at court), good-Christian virtue would have been tested to the point of re-considering the tenet that *blood runs thicker than water*.

You may recall the Quit Deed. In the decision to return to Florida, she decided to sell the house. The debt that she accumulated through a second mortgage—as described in previous chapters—was now retired through the proceeds. You may recall that I was given liability for that debt. From the divorce until the sell of the house, I had paid on the loan reducing the balance from approximately \$13,000 to \$10,000. In settling this matter, she tacked on the \$9,000 to alleged back-due medical expenses for the sum total of approximately \$15,000. Her judge (I'm sorry, again the judge...) levied the total bill as a one-sum bill due within four months of the court appearance and judgment. So, with a 54 percent increase in child support, she and one of those blood-sucking attorneys hands me a bill for \$15,000: approximately 10,000 for the second mortgage and \$5,000 in back-due medical expenses).

I could offer some details about the disclosure of my financial status; about how I could not qualify for a non-collateral loan of the amount in question. But before taking my financial status to much further, allow me to elaborate to the \$15,000 for a moment.

I had been scrupulous on the out-of-pocket medical expenses. With the arrival of her bills, I would make copies and provide an itemized statement. This “system” seemed to have been working: for each batch of bills that she

forwarded by mail, she received a money order and statement. Ironically, “the accountant” was the least organized—with the bills arriving in a bundle. The precautionary “system” was just another extreme that a non-custodial may take in an attempt to ward-off the “black magic” of those attorneys (and accountants). I describe my effort to submit that—until the time leading-up to the court appearance or child support modification—I had every reason to believe that the account was in good order. In other words, I had no reply from her as to any outstanding or unpaid out-of-pocket expense.

Low and behold, she now alleged that I was delinquent by thousands of dollars—of which she now had organized and complied into a reasonable package for the court. Oh, and did I mention that the courts—which order a full-disclosure of financials—seemingly give little attention or credence to the details. Yep, they took her package without considering the two years of statements and correspondence that I had maintained in earnest.

As you may have had the misfortune of divorce (or similar trauma), a financial disclosure is customary in the extortion (excuse me, “division...”) of assets. So too are these disclosures required in subsequent shakedowns (excuse me, “modifications...”) of child support and other ritualistic sacrifices offered to the goddess of victimization. If you have not had the misfortune, then perhaps you can imagine it as somewhat like the ceremonies of some ancient tribe where, not once but repeatable, a sacrifice is offered for appeasement (not atonement).

Remember though, that happiness can never be achieved through the expectations levied on another; such a notion is not doomed to fail—but is just doomed! Happiness can never be achieved through the distress or destruction that one imposes on the other person. When a child, now grown-up, does not resolve their deep-seeded anger with a parent or parents, the “other person” *plays Hell* trying to make-up for it. Married, divorced or dead, the “other person” can never replace what was lost so much earlier in the life and soul of the oppressor; hence, forgiveness must be the course for any future, substantive relationships.

I know, I know; it was perfectly legal for her to collect on this second mortgage debt. In my simple mind is the realization that I gave her the house, she decided to sell—and accept a loss—and the second mortgage debt was her doing anyway. Again, she created the vast majority of this debt, or \$11,000 dollars ostensibly to finance her divorce. I had paid some of this debt post-divorce, but now she wanted the rest of it. The problem was that I did not have the money to pay the \$15,000, and I did not have the collateral to bower the amount! But of course, her attorney and her judge (excuse me, “the judge...”) knew that to be the case given the disclosure of my personal finances.

At the time of this “reconciling of accounts”, **I had not seen my children in about three years.** Yes, that’s right; on her return to *the land of restraining orders*, a voice of the victim roused the resting restraining order to resurrection; thus making it illegal for me to a parent to my children. **Life is wonderful when the law works in your favor;** when you call-up the compliant courts with little on no cause—other than what you testify...regardless of the truth. But I wouldn’t know because, to begin, I have learned that telling the truth is foremost. As Mark Twain once said, “Telling the truth (or being honest) is best; that way, you don’t have to remember anything.”

Several years after my estrangement from my children (or the alienation), the courts now recommenced with the ceremonial, sacrificial rights of the modification and post-divorce sacrifice: my offering or duty was to pay my now-levied debt without any possibility of an installment plan—or without a reasonable consideration of my financial status. **Let’s think about this situation; let’s do what the courts do not do.** They knew that I could not pay, yet they (the courts) proceeded with such terms anyway. They did the victim’s bidding.

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Rather than face the consequences of this debt service, I filed for bankruptcy (Chapter 7) in the weeks to come. I didn't want to do this because, for one thing, it cost me nearly a \$1,000. **What could I do; what would you do?** Bankruptcy was the only recourse to debt unserviceable.

"Debt Deserting" insinuate the endless losses (like the sand of the desert). "Deserting" began with the borrowing of the large sum of money (from a joint account). Incidentally, this withdrawal would have required two signatures—two **valid** signatures). These losses continued with a series of lies to include her basis for her restraining orders, the initial cause or basis for her divorce, and the children's understanding both prior to and post divorce. These losses continue at the writing of these words—and will continue so long as fear and control are the motivation. How can a relationship predicated on fear be in the best interest of our children?