

IN THE CIRCUIT COURT OF SEBASTIAN COUNTY, ARKANSAS
GREENWOOD DISTRICT
DOMESTIC RELATIONS DIVISION

CHARITY BEALLIS

PLAINTIFF

VS.

CASE NO. 66GDR-25-40 (III)

RANDALL BEALLIS

DEFENDANT

COUNTERCLAIM FOR DIVORCE

Comes the defendant, Randall Beallis, by and through his attorney, Michael Pierce, and for his cause of action against the plaintiff, Charity Beallis, alleges and states as follows:

1. That plaintiff is now and has been for more than the last past sixty (60) days a bona fide resident, actually residing in the Greenwood District of Sebastian County, Arkansas.
2. That the parties were married on or about November 11, 2015, and that they separated on or about February 16, 2025. The parties have lived separately and apart since.
3. That there are two children born of the marriage, namely, M.B., born in 2019, and E.B., born in 2019. No further children are expected. That the Court should find that it is in the best interest of the parties minor children that custody be awarded to the defendant/father, Randall Beallis.
4. That the Court should follow the parties Antenuptial Agreement attached hereto and incorporated herein as defendant's Exhibit "1" when it rules on its decision related to property, debts,

spousal support and any other matter covered under the Agreement entered into between the parties on October 29, 2015.

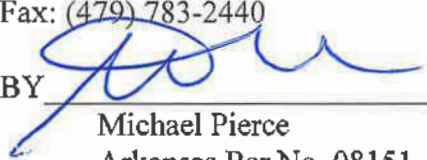
5. That the plaintiff has treated the defendant with such personal indignities so habitually and systematically pursued as to render defendant's condition in life intolerable and to afford a grounds for absolute divorce.

6. That a restraining order should be issued restraining the plaintiff and defendant as provided by the Standing Order of this Court, which is attached hereto.

WHEREFORE, defendant, Randall Beallis, prays that he be awarded an absolute divorce; a fair and equitable division and distribution of the property acquired and debts incurred during the marriage of the parties as set out in the Antenuptial Agreement; attorney's fees and costs herein expended by the defendant; and for such other and further relief as to which the defendant may be entitled and which the Court may deem equitable and proper.

RANDALL BEALLIS, Defendant

GEAN, GEAN & GEAN
Attorneys at Law
511 Garrison Avenue
Fort Smith, AR 72901
Ph: (479) 783-1124
Fax: (479) 783-2440

BY 

Michael Pierce
Arkansas Bar No. 08151

CERTIFICATE OF SERVICE

I, the undersigned, certify that a true and correct copy of the above and foregoing pleading was served upon the following parties in this action:

Jacqueline Mock
Attorney at Law
via: e-file

DATED this 18 day of Sept, 2025.


Michael Pierce

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ANTENUPTIAL AGREEMENT

1. THIS AGREEMENT made and entered into on this 29th day of October, 2015 by and between Randy Beallis (hereinafter called "First Party") and Charity Powell (hereinafter called "Second Party"), both residents of the Fort Smith District of Sebastian County, Arkansas.

2. Reasons For Parties Entering Into Such Agreement.

a) WITNESSETH:

WHEREAS, the Parties hereto contemplate entering into the marriage relationship with each other in the near future; and,

WHEREAS, the Parties have children from prior marriages, and it being the desire of both Parties hereto that the Parties' children's rights in their respective estate property should be transmitted to said children or their descendants, unaffected by a marriage of the Parties hereto; and,

WHEREAS, the First Party is possessed of real and personal property which was, in the main, derived from his labor, and the Second Party has personal property of her own right, and each has been acquainted with the property of the other due to their friendship over a period of time and each has fully and freely disclosed to the best of their knowledge and ability to the other the nature, extent, and value of said property; and,

WHEREAS, both Parties desire that their marriage shall not in any way change or affect their legal rights or the legal rights of their heirs and/or their devisees and/or of their children in the property which each of them now owns or which may hereafter be acquired by either Party except as provided herein; and,



WHEREAS, the Parties desire and intend to fix and establish the rights of each in the property of the other now owned or hereafter acquired by either of them solely and in accordance with mutual agreements hereafter set forth.

WHEREAS, First Party has disclosed to Second Party the nature and extent of his various property interests, both vested and contingent, which is set forth in Schedule A and which is attached hereto and made a part hereof as much as if the same were set forth herein word for word, and which disclosure Second Party hereby acknowledges; and,

WHEREAS, Second Party has disclosed to First Party the nature and extent of her various property interests, both vested and contingent, which are set forth in Schedule B, and which is attached hereto and made a part hereof as much as if the same were set forth herein word for word, which disclosure First Party hereby acknowledges; and,

WHEREAS, First Party desires to make a reasonable and sufficient provision for Second Party in release of and in full satisfaction of all rights which, after the solemnization of their marriage, Second Party might or could have, by reason of the marriage, in the property which First Party now has or may hereafter acquire, or in his estate upon his death; and,

WHEREAS, Second Party desires to accept this provision in lieu of all rights which she would otherwise acquire, by reason of the marriage (i.e., dower, etc.), in the property or estate of First Party; and,

WHEREAS, Second Party desires to make a reasonable and sufficient provision for First Party in release of and in full satisfaction of all rights which, after the solemnization of their marriage, First Party might or could have, by reason of the marriage, in the property which Second Party now has or may hereafter acquire, or in her estate upon her death; and,

WHEREAS, First Party desires to accept this provision in lieu of all rights which he would otherwise acquire, by reason of the marriage (i.e., curtesy, etc.), in the property or estate of Second Party.

3. Mutual Covenants And Valuable Consideration.

- a) NOW, THEREFORE, for and in consideration of said marriage contemplated by the Parties and of the mutual covenants and agreements herein and other good and valuable consideration as set forth herein, the Parties hereby agree as follows:

4. Necessities, Household Expenses.

- a) First Party agrees that he will provide for Second Party during the continuance of the marriage the reasonable necessities and comforts of life as in his judgment, his income, and his ability will justify.
- b) So long as the First Party and the Second Party will live together as a married couple, each of the Parties will contribute equally from their respective incomes such as shall be reasonably necessary for the support of the family household.
- c) Should this marriage end in divorce, the First Party shall pay to the Second Party the sum of \$10,000.00 and no other sums or payment shall be required of the First Party.
- d) Notwithstanding any language to the contrary, in the event the parties hereto remain married for a period of twenty (20) continuous years or longer, this Pre-Nuptial Agreement and all provisions set forth herein as it relates to the rights of inheritance of the Second Party of the estate of the First Party shall be eliminated and accordingly, after the parties have been married twenty (20) years or longer, the Second Party shall be permitted to inherit in accordance with the laws of the State of

Arkansas as a spouse of the First Party. The provisions regarding the divorce set forth in this Agreement shall remain in full force and effect notwithstanding that the parties remain married for twenty (20) years or longer.

5. Each Party -- Independent Ownership And Control Of Separate Property.

- a) During the continuance of the marriage relation herein contemplated, each Party shall have a full and complete right to own, control, and dispose of his or her separate property, now owned or hereafter acquired by either of them, the same as if the marriage relation did not exist, except as otherwise provided herein. Both Parties agree that should either Party desire to mortgage, lease, sell, or otherwise convey or encumber his or her separate property now owned or hereafter acquired by either of them that the other hereby covenants to join in any conveyance or other instrument as may be necessary to make the transfer or encumbrance effectual and satisfactory to any third party who may be interested therein at the request of either Party; provided, however, that by joining in such conveyance or encumbrance, the Party so joining pursuant to this Agreement does not acquire any interest in the profits or other benefits from the transaction nor shall the Party be required to execute any instrument by reason of which the Party joining may become personally bound and obligated to pay moneys or damages.

6. Divorce Provision -- Property Rights.

- a) This Agreement is entered into by the First Party and the Second Party in the expectation that the marriage of the Parties shall continue during their joint lives. If, notwithstanding the present expectation of the Parties, this marriage should become

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dissolved by divorce or interrupted by legal separation, neither Party shall hold or claim any interest or part in the estate or property of the other by way of curtesy, dower, homestead, family allowance or other rights and will make no claim to the individually owned property of the other in any divorce proceedings. Similarly, neither Party will make any claim against the other in the event of divorce or legal separation for support from the other following the termination of the marriage. The provisions with regard to divorce herein have been inserted in reliance upon the decisions of the Supreme Court of Arkansas and upon Arkansas Statutes Sections 55-309, et. seq., to the effect that the Parties may contract as to property rights in the event of divorce or legal separation or for relinquishment of the same so long as the Agreement is not entered into solely in the expectation of divorce.

7. Termination – Property Rights Of First Party.

- a) First Party agrees that in the event of the termination of the marriage relationship between the Parties by death of the Second Party, by legal proceedings, or otherwise, he will make no claim or receive any interest in any part of the property, income, or estate of the Second Party (or of any increase thereof) arising out of rights otherwise granted by law because of the marriage relationship.
- b) Each of the Parties, the First Party and the Second Party, respectively, shall be free to dispose of his or her property upon death by will or by the laws or intestacy without any claim thereto being made by the other as a surviving spouse by reason of dower, homestead, curtesy, allowances available to the surviving spouse or otherwise. In other words, upon the death of one of the Parties, the estate of the

deceased Party shall pass in the same manner as if said person so dying were single at the time of death, unless a contrary provision shall have been evidenced by the will of the deceased spouse.

- c) The First Party, having children by his prior marriage, it is the intent of the Parties that upon the death of the First Party, his property shall, unless he shall make a will to the contrary, pass to his descendants as set forth in his will, free from any right, title, claim, or interest on the part of the Second Party.

8. Termination -- Property Rights Of Second Party.

- a) Second Party agrees that in the event of the termination of the marriage relationship between the Parties by death of the First Party, by legal proceedings, or otherwise, she will make no claim or receive any interest in any part of the property, income, or estate of the First Party (or of any increase thereof) arising out of the rights granted by law because of the marriage relationship, including, but not limited to, all statutory or common law rights of dower, homestead, allowances, or any other rights.
- b) Each of the Parties waives any right which either may have under the law of Arkansas or under any other state law which may be applicable as now or hereafter exists to take contrary to any will of a deceased spouse, whether the will be made before or after the marriage of the Parties.
- c) Upon the death of the First Party, it shall be the responsibility of the First Party's estate to provide for his funeral expenses and any debts owing by him personally at the time of death without resort to any property of the Second Party. Similarly, upon the death of the Second Party, it shall be the responsibility of the Second Party's

estate to cause the payment of her funeral expenses out of her separate estate together with any individual debts of her without resort to the property of the First Party.

9. Acknowledgment By Woman Of Her Diminished Property Rights Under Contract.

- a) This Agreement limits and fixes the right of both Parties in the property now owned or hereafter acquired by either, through their separate estates, whether the marriage relationship is terminated by death, legal proceedings, or otherwise. Second Party acknowledges that she is aware that the terms, conditions, and covenants of this Agreement will cause Second Party to receive less property rights than she would have otherwise received by operation of law because of the termination of the marriage between the First Party and the Second Party by death, legal proceedings, or otherwise.

10. Contract Enforceable In Equity Or At Law.

- a) This Agreement may be enforced specifically in equity or damages sought for its breach in law by either Party hereto and by any of the third party beneficiaries who may have an interest herein.

11. Both Parties Make Full Disclosure Of All Property And Fair Market Value.

- a) Both Parties hereby acknowledge and affirm that each has been fully advised as to the nature, extent, and value of the property owned by the other and that each has made, in good faith, a full and complete disclosure to the other. On this date, both Parties have caused to be prepared a general list of the properties and values of such properties or interests owned by them which the other Party acknowledges that he or she has examined and signed in the presence of witnesses. Such general list of

properties prepared by each Party is attached hereto, made a part hereof, and marked Exhibit A and Exhibit B, respectively, for identification.

12. Gifts And Joint Accounts.

- a) Nothing herein shall be construed to prevent either Party from making voluntary gifts, devises, or bequests to the other Party, nor shall such gifts, devises, or bequests be construed as amending this Agreement.
- b) Nothing in this Agreement shall prevent the First Party or the Second Party from making provisions for the other in a will or by the creation of a joint survivor account if they shall voluntarily elect to do so.

13. Severability Clause.

- a) In the event that any provision or any part of this Agreement shall be adjudged invalid or ineffective by any court called upon to enforce or construe the same, it is the mutual desire of the Parties hereto that the portions deemed or remaining valid should be carried out with the same force and affect as if the invalid portions had never been incorporated herein.

14. Arkansas Law Governs Contract.

- a) The validity of this contract, matter affecting its interpretation, and its effect shall be governed by the laws of the State of Arkansas, even though the domicile or residence of the marriage of the domicile of either or both of the Parties to this Agreement or the nature, extent, or location of any property or other interest owned by either may change after the execution of this Agreement. This Agreement shall govern as to the rights of either Party in the real estate of the other upon the death of the first to die except as the law of the state in which the real estate is located may prohibit the

application of this contract to the rights of the surviving spouse in real property located outside the State of Arkansas.

15. Limited Rights Of Each Party -- Acknowledged By Each Party.

- a) Each of the Parties, in accepting the provision of this contract, understands that they do so in lieu of all rights which either would otherwise acquire by reason of the marriage in the property or estate of the other Party as herein provided.

16. Knowledgeable Consent Of Parties To Agreement.

- a) Both Parties further attest that they have each consulted their respective attorneys concerning this Agreement, that the attorney has explained to each of them what his or her property rights would be absent from this Agreement and under this Agreement, or in the alternative, had the opportunity to consult with legal counsel of their choice and have waived said opportunity. Each Party, by the execution of this Agreement, states and affirms that this Agreement is freely entered into without coercion or undue influence and that each Party has read and understands the provisions contained herein.

Ray was only attorney involved

17. Contract Binding On Parties And Heirs -- Witnessed.

- a) This Agreement shall be binding upon each of the Parties hereto and upon their heirs. executors, administrators, and/or assigns.

Kids?

IN WITNESS WHEREOF, we have hereunto subscribed our signatures on this 29th day of October, 2015.

STATE OF ARKANSAS

COUNTY OF SEBASTIAN

)
) SS ACKNOWLEDGMENT
)

On this day personally appeared before me, the undersigned, a notary public within and for the county and state aforesaid, duly qualified, commissioned, and acting, Randy Beallis, to me to be one of the persons whose names are subscribed to the within instrument, and in the absence of Charity Powell, the other subscribing Party to the instrument, and stated that he had read the foregoing instrument and fully understood the same and had executed it for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 29 day of October, 2015.

Carla Sue Dougan

Notary Public



STATE OF ARKANSAS

COUNTY OF SEBASTIAN

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) SS ACKNOWLEDGMENT
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On this day personally appeared before me, the undersigned, a notary public within and for the county and state aforesaid, duly qualified, commissioned, and acting, Charity Powell, to me to be one of the persons whose names are subscribed to the within instrument, and in the absence of Randy Beallis, the other subscribing Party to the instrument, and stated that she had read the foregoing instrument and fully understood the same and had executed it for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 29 day of October, 2015.

Carla Sue Dougan

Notary Public



1, R. G. [Signature], attorney at law, have consulted with Randy Beallis and Powell dated on this 29 day of October, 2015. Specifically, I have gone over the contractual Agreement with him, clause by clause, explaining it to him and answering any questions that he may have concerning it prior to his execution thereof. Furthermore, I have explained to him what his legal rights and obligations would be absent this contractual Agreement and under this contractual Agreement.

[Signature]
Attorney at Law

Subscribed and sworn to before me this 29 day of October, 2015

[Signature]
Notary Public



I, _____, attorney at law, have consulted with Charity Powell and advised her of her legal rights and of the legal effect of this Agreement between her and Randy Beallis dated on this _____ day of October, 2015. Specifically, I have gone over the contractual Agreement with her, clause by clause, explaining it to her and answering any questions that he may have concerning it prior to her execution thereof. Furthermore, I have explained to her what her legal rights and obligations would be absent this contractual Agreement and under this contractual Agreement.

Attorney at Law

Subscribed and sworn to before me this _____ day of October, 2015.

Notary Public

My commission expires:

I, Charity Powell, acknowledge that I had an opportunity to consult with independent counsel of my own choice to discuss the terms, conditions, and provisions of this Agreement and their effect. Notwithstanding, I voluntarily waive this opportunity.

DATED this 28th day of October, 2015.

Charity Powell
Charity Powell

We, Krystal Nichols, Shelly Loomis, and David Gear, have witnessed the above signatures of both Parties to this Agreement, each Party having been out of the presence of the other at the time their signatures were affixed hereto.

Krystal Nichols

Shelly Loomis

David Gear

COURTESY OF AN ANONYMOUS POLA
AROUND AND FIND OUT SPONSOR

SCHEDULE "A" - PROPERTY OF RANDY BEALLIS

Real Property

Lot 22 of Williamson Place at Rye Hill Addition to the City of Fort Smith, Arkansas (the street address of which is [REDACTED] Fort Smith, Arkansas 72918) - \$205,000.00, subject to debt of approximately \$50,000.00

Personal Property

- | | | |
|----|---|--------------|
| 1) | 2011 BMW X5 | \$6,330.00 |
| 2) | 2007 Lotus | \$9,996.00 |
| 3) | Household goods, furniture and appliances | \$10,000.00 |
| 4) | Financial accounts | \$110,000.00 |
| 5) | Stock/brokerage account | \$100,000.00 |
| 6) | Retirement account | \$200,000.00 |
| 7) | Guns | \$2,000.00 |

*False info!
Multiple accounts
not listed.*

Debts

- | | | |
|----|---------------|-------------|
| 1) | Student loans | \$50,000.00 |
|----|---------------|-------------|

Charity Powell

SCHEDULE "B" - PROPERTY OF CHARITY POWELL

Personal Property

1)	Camaro automobile	
2)	Road bike	
3)	Clothes	\$20,000.00
4)	Household goods, furniture and appliances	\$1,000.00
4)	Financial accounts	\$1,000.00
		\$2,000.00
		\$1,000.00

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Randall Beall

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