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RAHBECK, MCMORRIS, SUSICH, AND KOLVET

FILED

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IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF DOUGLAS

RALPH LOVECCHIO,

Case No.

Dept. No.

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Plaintiff,

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

vs.

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HANNAH LOVECCHIO,

Defendant.

BE IT REMEMBERED, that this case came on regularly for Plaintiff was present trial this date, before the above Court. in person and represented by his attorney, EDWARD BERNARD, ESQ. The Defendant was present and represented by her attorney J. THOMAS SUSICH, ESQ.

Certain evidence was adduced by the Plaintiff, and the Plaintiff was sworn, and examined in his own right whereupon the Plaintiff rested. The Court heard the stipulation of the parties in open court. The Court then rendered its decisions in favor of the Plaintiff and against the Defendant, and makes these Findings of Fact and Conclusions of Law from the evidence and stipulation as follows:

FINDINGS OF FACT

That the Plaintiff is now, and, for more than six weeks predeeding the commencement of this action, has been an actual bona fide resident of, and has been physically present and domiciled in the State of Nevada, and now resides and is domiciled therein, and during all of said period of time, Plaintiff has had

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and still has the intention to make said State of Nevada his permanent home, residence and domicile for an indefinite period of time.

- That Plaintiff and Defendant were married on or 2. about the 7th day of September, 1954, at Fallon, Churchill County, Nevada, and ever since that date have been and now are husband and wife.
- 3. That there are no minor children born the issue of this marriage.
- That the parties have entered into a stipulated property settlement Agreement which property settlement Agreement was stated in open court and which both parties heard and agreed 13||_{to.}
- 5. That the parties have been and presently are 15 incompatible in marriage.

CONCLUSIONS OF LAW

- That Plaintiff is entitled to the Judgment and 18 Decree of the Court for an absolute divorce from Defendant on the ground of incompatibility;
 - That the property of the parties should be divided as indicated in the stipulated Agreement set forth before the Court;

LET JUDGMENT BE ENTERED ACCORDINGLY.

DECREE OF DIVORCE

NOW, THEREFORE, in consideration of the premises and in conformity with said decision, Findings of Fact, Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- The property of the parties shall be divided as follows:
- The 1929 DeSoto automobile is awarded to the Defendant and as her sole and separate property.

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The 1973 Ford Truck and Camper are awarded to the Defendant as her sole and separate property.

- The 1968 Plymouth automobile is awarded to the Defendant as her sole and separate property.
- The 1970 Maverick is awarded to the Plaintiff as his sole and separate property.
- The home of the parties located at 624 Riven Rock Road shall be divided between the parties equally. The parties are to execute a deed transferring ownership from joint tenancy to a tenancy in common.

IT IS FURTHER ORDERED that at this time the parties may make such disposition of the real property as may suit their 13 needs. It is understood at this time that the parties will both remain living in the home for the time being. So long as the parties remain living in the home together the Defendant shall pay the oil, electricity and taxes on the home while the Plaintiff will pay the mortgage payments and all water bills including back If at any point the parties are unable to agree as water bills. to the disposition of the real property they may return to court and the Court at that time will consider the evidence with an eye toward ordering the home sold and the proceeds therefrom divided equally between the parties.

- The 1973 Ford Truck and Camper were awarded to the Defendant pursuant to Agreement and she agreed to waive any claim she might have to spousal support.
- In accordance with the Agreement of the parties in open court the award of the 1973 Ford Truck and Camper shall defer the Defendant's attorney's fees and therefore each party is Ordered to bear the cost of their own attorney's fees and costs.
- The Plaintiff be, and he hereby is granted a Decree of Divorce from Defendant, on the ground of incompatibility, the same being final and absolute in form, force and effect, the law

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the State of Nevada providing no interlocutory period or conditions or restrictions on remarriage; and that the bonds of matrimony now and heretofore existing between Plaintiff and Defendant are fully, completely and forever dissolved and the Plaintiff and Defendant are both, and each hereby is, restored to the status of an unmarried person.

DONE THIS 22 day of January, 1980.

CERTIFIED COPY

The document to which this certificate is attached is a full, the contract copy of the original on file and of record in my office,

Project District Court and for the County of Douglas.

Mick By.

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