

A G R E E M E N T

THIS AGREEMENT, made and entered into this 2nd day of May, 1974, by and between ZENA MAXINE GLADWELL, party of the first part, hereinafter called "Wife", and CHARLES J. GLADWELL, party of the second part, hereinafter called "Husband";

W I T N E S S E T H:

WHEREAS, the parties hereto were married and have been and now are husband and wife; and

WHEREAS, there are no minor children born the issue of this marriage.

WHEREAS, disputes and unhappy differences have arisen between the parties hereto by reason whereof they have been and now are living separate and apart; and

WHEREAS, the parties hereto mutually desire to adjust, settle and determine their respective property rights, and the financial obligations of each to the other.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, said parties have agreed and do hereby agree as follows, to-wit:

1. Each of the parties hereto shall be entitled to keep and retain as his or her separate property all of his or her clothing, jewelry, wearing apparel, and articles of personal property, and each party hereby assigns, transfers, relinquishes and surrenders to the other any and all of his or her right, title and interest of every kind and character in and to any and all such property.

2. Wife hereby transfers, conveys and quitclaims to husband, any and all interest she may have or claim to have in the following described properties:

a) That certain 1971 HOLIDAY MOBILE HOME, and in that regard, husband expressly agrees to assume any liability or

1 obligations thereon, and holds wife free and harmless from any lia-
2 bility arising therefrom.

3 b) All of the furniture and furnishings contained
4 in that certain 1971 HOLIDAY MOBILE HOME, and in that regard, hus-
5 band expressly agrees to assume any liabilities or obligations
6 thereon, and holds wife free and harmless from any liability aris-
7 ing therefrom.

8 3. Husband hereby transfers, conveys and quitclaims to
9 wife, any and all interest he may have or claim to have in the fol-
10 lowing described properties:

11 a) That certain 1966 Pontiac, presently in wife's
12 possession, and in that regard, wife expressly agrees to assume
13 any and all obligations thereon, and hold husband free and harmless
14 from any liability arising therefrom.

15 4. Husband expressly agrees to pay to wife the sum of
16 FIVE THOUSAND DOLLARS (\$5,000.00) in monthly installments as and
17 for alimony, payable and allocable as follows:

18 Husband shall pay to wife the sum of FIFTY
19 DOLLARS (\$50.00) per month, if husband's
20 gross salary does not exceed the sum of
21 \$ 650.00, during the preceding
22 month, and if husband's salary does exceed
23 the sum of \$ 650.00 during the
24 preceding month, then husband shall pay the
25 sum of SEVENTY-FIVE DOLLARS (\$75.00) to wife.
26 The first such installment will be due on the
27 1st day of May, 1974, and each such subsequent
28 installment shall be due on or before the 1st
29 day of each and every month thereafter, until
30 the aforementioned lump sum payment is satis-
31 fied. Husband shall have the prerogative of
32 paying the aforementioned lump sum off, as
quickly as possible.

27 5. All property not herein otherwise provided for is
28 hereby declared to be the sole and separate property of the party
29 having possession thereof.

30 6. Husband expressly agrees to assume any and all obli-
31 gations the result of the parties' marriage relationship, and hold
32 wife free and harmless from any liability arising therefrom.

1 7. Neither of the parties hereto shall hereafter incur
2 any indebtedness of any kind or character for which the other party
3 or the property of the estate of the other party, shall or may be
4 or become personally or otherwise liable, or answerable; and each
5 of the parties hereby agrees to hold the other harmless from any
6 such obligation or liability.

7 8. The parties hereto expressly agree that they shall
8 each be obligated to pay one-half (1/2) of the attorney's fees and
9 Court costs concerning the preparation of this property agreement,
10 and any divorce action which may result therefrom, to the law of-
11 fices of BREEN, YOUNG, WHITEHEAD & HOY, Chartered.

12 9. In the event either party applies for a divorce against
13 the other, this Agreement shall constitute a full and complete
14 settlement of all the property rights in such divorce action, and
15 neither party in any divorce action that may be processed shall
16 have the right to obtain any part of the property of the other.

17 10. Each of the parties hereto agrees to execute and
18 deliver to the other at any time the same are required, any and all
19 instruments of any kind or character which may be reasonably re-
20 quired by the other, to carry into effect the provisions of this
21 Agreement.

22 11. This Agreement may be submitted to the Court for
23 approval by either of the parties hereto, in connection with any
24 action for divorce which may hereafter be brought by either of
25 said parties against the other, and may be incorporated in and
26 made a part of any Judgment or Decree rendered in such action.

27 12. This Agreement shall be binding upon and shall inure
28 to the benefit of the heirs, executors, administrators and as-
29 signs of the respective parties hereto.

30 13. This Agreement shall not be binding or useable by
31 either party hereto until both parties have signed and executed
32 the same.

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14. Husband hereby acknowledges that he is aware of the fact that he may seek the advice of independent legal counsel, but freely and voluntarily waives any such privilege or right.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

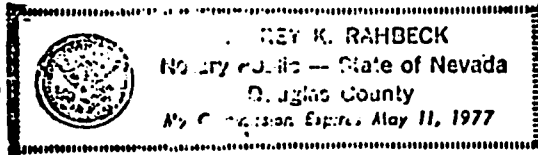
Jena Maxine Gladwell *Charles J. Gladwell*
JENA MAXINE GLADWELL CHARLES J. GLADWELL



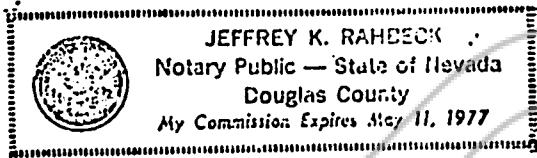
1 STATE OF NEVADA)
2 COUNTY OF DOUGLAS) ss.

3 On this 2nd day of May, 1974, personally
4 appeared before me, the undersigned, a Notary Public in and for
5 said County and State, ZENA MAXINE GLADWELL, individually, known
6 to me to be the person described in and who executed the foregoing
instrument, who acknowledged to me that she executed the same
freely and voluntarily and for the uses and purposes therein men-
tioned.

7 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
8 my official seal, the day and year in this certificate first above
written.



Jeffrey K. Rahbeck
NOTARY PUBLIC



16 STATE OF NEVADA)
17 COUNTY OF DOUGLAS) ss

18 On this 17th day of April, 1974, personally
19 appeared before me, the undersigned, a Notary Public in and for
20 said County and State, CHARLES J. GLADWELL, individually, known to
21 me to be the person described in and who executed the foregoing
instrument, who acknowledged to me that he executed the same freely
and voluntarily and for the uses and purposes therein mentioned.

22 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
23 my official seal, the day and year in this certificate first above
written.



Jeffrey K. Rahbeck
NOTARY PUBLIC

1 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
2 IN AND FOR THE COUNTY OF DOUGLAS
3

4 ZENA MAXINE GLADWELL,

5 Plaintiff,

6 vs.

7 CHARLES J. GLADWELL,

8 Defendant.

No. 6292

FILED May 3 1974

EARNHART W. TERRY
COUNTY CLERK

BY Barbara Diet
DEPUTY

9
10 FINDINGS OF FACT, CONCLUSIONS OF LAW AND

11 DECREE OF DIVORCE

12 BE IT REMEMBERED that this cause came on regularly for
13 trial, plaintiff appearing personally and by her attorney, JEFFREY
14 K. RAHBECK, ESQ., of the law firm of BREEN, YOUNG, WHITEHEAD &
15 HOY, Chartered, and the defendant appearing in person but not
16 being represented by counsel, but being in default, said defendant
17 having on the 3rd day of May, 1974, filed his written Appearance
18 and Waiver in said action and consenting to his default being
19 entered in the premises. Evidence was introduced and the case was
20 submitted for decision. Whereupon, the Court rendered its decision
21 in favor of the plaintiff. The Court finds that all of the alle-
22 gations of the Complaint are true.

23 AS CONCLUSIONS OF LAW, the Court finds that the plaintiff
24 is entitled to an absolute and final Decree of Divorce from the
25 defendant upon the ground of incompatibility.

26 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
27 DECREED as follows:

- 28 1. That plaintiff be, and she hereby is, granted a
29 Decree of Divorce dissolving the bonds of matrimony now and here-
30 tofore existing between herself and the said defendant, and re-
31 storing each of said parties to the status of an unmarried person.
32 2. That the written Agreement made and entered into by

1 and between the parties as of the 2nd day of May, 1974, be and
2 the same hereby is approved, confirmed, ratified and made a part
3 of the Decree by reference.

4 3. That plaintiff be, and she hereby is, permitted to
5 resume her former name of MAXINE CLIFFORD.

6 DONE IN OPEN COURT this 3rd day of May, 1974.

7
8 *W. C. Monaghan*
9 DISTRICT JUDGE

10 CERTIFIED COPY

11 The document to which this certificate is attached is a
12 full, true and correct copy of the original on file and of
13 record in my office.

14 DATE: May 3, 1974

15 EARNHART W. HIRSHMAN, Clerk of the 9th Judicial Dis-
16 trict Court of the State of Nevada, in and for the County
17 of Douglas.

18 By *Barbara Idart* Deputy



19
20 SEAL CERTIFIED COPY

21 The document to which this certificate is attached is a
22 full, true and correct copy of the original on file and of
23 record in my office.

24 DATE: February 15, 1985

25 *Y. Bernard* Clerk of the 9th Judicial District Court
26 of the State of Nevada, in and for the County of Douglas.

27 By *H. Chappell* Deputy

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32 REQUESTED BY
Suzanne Beauureau
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'852-FEB 15 P1:05

SUZANNE BEAUUREAU
RECORDER
\$11.00 PAID *S* DEPUTY

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BOOK 285 PAGE 901