

Nora Redinger
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No. D-48047

Dept. No. _____

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY, STATE OF NEVADA

NORA LORRAINE REDINGER,
Plaintiff,

vs.

WILLIAM SPENCER REDINGER,
Defendant.

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
JUDGMENT AND DECREE

THIS CAUSE coming on regularly for trial this day before the Court, sitting without a jury, Plaintiff appearing in person and by her attorney, PATRICK B. WALSH, ESQ. of the law firm of SHEERIN, O'REILLY, WALSH & KEELE, and the Defendant having made default in failing to answer or otherwise plead within the time allowed by law; and it appearing to the Court that the Defendant was duly and legally served with Summons and Complaint on the 30th day of November, 1982 at Jacks Valley, Douglas County, Nevada, in accordance with law and the order of this Court; that he has failed to answer or otherwise plead within the time allowed by law; that his default for failure to answer or otherwise plead has been duly and regularly entered by the Clerk of this Court; that the Court having heard the testimony and having examined the proofs offered by the Plaintiff and the files herein, and the Court being fully advised in the premises, now makes the following:

FINDINGS OF FACT

I.

That Plaintiff is a resident of the State of Nevada, and for a period of more than six weeks immediately preceding

1 the filing of this action has been physically present and dom-
2 icated in the State of Nevada, and now so resides and is so
3 domiciled therein.

4 II.

5 That Plaintiff and Defendant were married to each other
6 at ~~Carson City, Nevada~~ ^{Carson City, CA, MRG} on the 24th day of January, 1976 and
7 ever since that time have been and now are husband and wife.

8 III.

9 That there are two minor children born the issue of
10 this marriage, to-wit: JENNIFER MARIE REDINGER, born April 26,
11 1977 and STEPHANIE PAIGE REDINGER, born November 2, 1979 and
12 that Plaintiff is a fit and proper person to have the care,
13 custody and control of the said minor children; Defendant is an
14 able-bodied man capable of contributing to the support and edu-
15 cation of the minor children with reasonable rights of visita-
16 tion vested in said Defendant.

17 IV.

18 That there is community property and community indebted-
19 ness of the parties and the parties have failed to enter into a
20 Property Settlement agreement and Plaintiff is entitled to have
21 said property and indebtedness equitably divided by this Court.

22 V.

23 That since the time of this marriage the Plaintiff and
24 Defendant have become and presently are incompatible.

25 CONCLUSIONS OF LAW

26 From the foregoing, the Court concludes that Plaintiff
27 is entitled to the relief prayed for in her Complaint.

28 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

29 1. That the Plaintiff be, and she hereby is finally
30 and absolutely divorced from the Defendant and that the bonds
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1 of matrimony heretofore existing between the Plaintiff and
2 Defendant be and the same are hereby forever dissolved and each
3 of the parties are released from all the obligations thereof
4 and restored to the status of an unmarried person.

5 2. That the Plaintiff shall have care, custody and con-
6 trol of the two minor children of the parties, to-wit:
7 JENNIFER MARIE REDINGER and STEPHANIE PAIGE REDINGER.

8 3. That the Defendant shall pay \$175 per month per
9 child as and for child support of the minor children until said
10 children shall reach the age of majority or become otherwise em-
11 ancipated and the said Defendant shall have liberal rights of
12 visitation..

13 4. That the Plaintiff receive as her sole and separate
14 property the following:

15 a. The family home located at
16 3696 Shawnee Drive, Jacks Valley,
17 Douglas County, Nevada excepting thereon
the \$10,000 second mortgage;

18 b. All the furnishings in the
19 family home excepting a small antique
ice box which shall be the sole and
20 separate property of the Defendant.

21 c. Any and all personal prop-
erty located at 3696 Shawnee Drive,
22 Jacks Valley, Douglas County, Nevada.

23 5. The Husband shall receive as his sole and separate
24 property the following:

25 ^{MBC} a. The business known as W.R.
Painting and W.R. Signs.;

26 b. The 1977 4x4 Dodge 1/2 ton
27 truck;

28 c. The 1977 6-Pack camper;

29 d. The Forester's Retirement
benefits;

30 e. The Forester's Insurance
31 cash value;

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- f. The small antique ice box;
- g. The spa;
- h. the 27 foot Prowler trailer.

5. A promissory note shall be executed by the Plaintiff payable to the Defendant, personally, during his lifetime only, for \$17,500 payable over 15 years at 11% interest, secured by a third deed of trust on the property at 3696 Shawnee Drive, Jacks Valley, Douglas County, Nevada, until second deed of trust is paid in full and then by a second deed of trust. Payments to begin on the date the existing \$10,000 second is paid in full. Said note to compensate Defendant for his interest in the family residence. Payments to be decreased by any arrearages in child support, medical and dental insurance benefit payments and any and all other obligations set aside to Defendant which he fails to pay.

6. The Defendant shall name the two minor children of the parties as beneficiaries of the Foresters Insurance policies and shall keep them as beneficiaries on such insurance policies or any other that is in the same value as his obligation to the \$10,000 second now existing on the family home.

7. Each of the parties hereto will retain his or her own jewelry, clothing, and personal effects and personal belongings as their respective sole and separate property.

8. The Defendant shall pay and assume the following debts:

a. The \$10,000 promissory note secured by a second deed of trust on the family home located at 3696 Shawnee Drive, Jacks Valley, Douglas County, Nevada.

b. The debt to J.C. Penney's in the approximate amount of \$500;

c. Any and all taxes due from the time of the marriage of the parties until the date of this Decree of Divorce;

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d. The debt against the 1977 Dodge truck in the approximate amount of \$1,300 payable to Mr. and Mrs. Fernandez.

9. The Defendant shall maintain the minor children of the parties of his medical and dental insurance policy. Plaintiff and Defendant shall equally share in the cost of any medical or dental bills not covered by insurance.

10. That if the Defendant refuses to cooperate in the sale of said property the Clerk of this Court shall issue such deeds and documents as shall be necessary to effect the sale and distribution described above.

DONE IN OPEN COURT this 19th day of April, 1983.

Michael R. Siffen
DISTRICT JUDGE

REQUESTED BY
Dora L. Redinger
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 APR -3 P4:01

SUZANNE BEAUDREAU
RECORDER
\$ 9.00 PAID Qu DEPUTY
BOOK 485. PAGE 372

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485. PAGE 372

SEAL
CERTIFIED COPY.

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

DATE: April 2, 1985

5.
TED P. THORNTON City Clerk and Clerk of the Most Judicial District Court of the State of Nevada, in and for Carson City

BY: B. Rose

Sheerin, O'Keilly,
Malsh & Keefe
Attorneys At Law
Carson City and
Gardnerville, Nevada