## AGREEMENT FOR PARTITION OF PROMISSORY NOTE

THIS AGREEMENT is made this 24 day of April, 1985, by and between JOEL RALPH BRADBURY, hereinafter referred to as "First Party", and NANCY LUCILLE BRADBURY, hereinafter referred to as "Second Party", on the following facts, terms and conditions:

## WITNESSETH:

WHEREAS, First Party and Second Party are husband and wife and are parties to Case No. 15064 pending in the Ninth Judicial District of the State of Nevada, in and for the County of Douglas for the dissolution of their marriage, and

WHEREAS, First Party and Second Party have agreed for the settlement of such action by the terms of a Marital Settlement Agreement dated April 29, 1985, and

WHEREAS, by the terms of that Marital Settlement
Agreement and Paragraph 3.1.3 thereof, the parties have agreed
to the equal division of the community asset denominated Note
Receivable and Collection Account, and

WHEREAS, said Note Receivable and Collection Account is more particularly described as the Promissory Note dated April 10, 1984 in the original amount of \$61,500.00 executed by Alan Bikle and Loretta C. Bikle, husband and wife, as promisors in favor of Joel R. Bradbury and Nancy L. Bradbury, husband and wife, as joint tenants, doing business as Brad's Iron Works, a partnership, as promisee, and providing for installment payments

in the monthly amount of \$615.00 from July 1, 1984 through and including June 1, 1989, at which time the remaining principal balance with interest due thereon will become due and payable in full, and which Note is the subject of a Collection Account No. 010-7003316 at First Federal Savings & Loan Association, Minden, Nevada, and

WHEREAS, such Note is currently held by the parties as joint tenants and individuals and the parties desire to change the title to such Note from joint tenants to tenants in common with divided interests and to provide for distribution of all amounts collected and to be received in equal shares between the parties as tenants in common, with divided interests,

NOW, THEREFORE, it is agreed as follows:

- 1. The parties hereby terminate the joint tenancy interest in and to that certain Promissory Note dated April 10, 1984 in their favor as made by Alan Bikle and Loretta C. Bikle, husband and wife, in the original amount of \$61,500.00, and transfer, grant and convey to each other a equal one-half (1/2) interest in and to said Note and all proceeds thereof as tenants in common, with divided and separate interests.
- 2. The parties agree that all proceeds of the Note shall be paid into Collection Account No. 010-7003316 at First Federal Savings & Loan Association of Nevada, Minden, Nevada, through maturity and all payments, and that all such receipts into such account shall be received in trust for each party on an equal and separate basis and shall be distributed equally to

each party as such party shall direct. All costs of such account shall be borne equally. The parties shall concurrently herewith transmit such directions and instructions to the holder of the collection account, which shall be irrevocable and not subject to amendment except with the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day of April, 1985.

MOEL RALPH BRADBURY

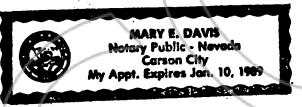
MOUS SUMMED STANSBURY

NANCY EUCILLE BRADBURY

STATE OF NEVADA )
) ss.
COUNTY OF DOUGLAS )

on <u>April 17</u>, 1985, personally appeared before me, a Notary Public, Joel Ralph Bradbury, who acknowledged that

he executed the foregoing document.



Notary Public

STATE OF NEVADA

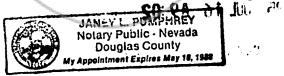
ss.

COUNTY OF DOUGLAS

on 23. Upul, 1985, personally appeared before

me, a Notary Public, Nancy Lucille Bradbury, who acknowledged

that she executed the foregoing document.



Notary Public

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