

FILED

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YVONNE BEHRENS
CLERK

BY D. KINGADE DEPUTY

1 Case No. 14906

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

8 BETH MCAULIFFE,
9 Plaintiff,

10 vs.

11 RICHARD MCAULIFFE,
12 Defendant.

13
14 FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT
15 AND DECREE OF DIVORCE

16 The above-entitled action came on regularly for trial
17 this 27th day of April, 1985, before the above-entitled Court,
18 sitting without a jury, and the Plaintiff appearing personally
19 and through her attorney, VICTOR L. McDONALD of the law firm
20 of MICHAEL W. DYER, and the Defendant appearing through his
21 attorney, SCOTT J. HEATON, of the law firm of SHAW, HEATON,
22 DOESCHER & OWEN, LTD. Plaintiff having filed her verified
23 Complaint and Defendant having answered thereto, and evidence
24 thereupon having been submitted to the Court for its decision,
25 and the Court being fully advised in the premises now makes
26 its Findings of Fact and Conclusions of Law as follows:

27 FINDINGS OF FACT

28 That all of the allegations contained in Plaintiff's
29 Complaint are true.

30 CONCLUSIONS OF LAW

31 As Conclusions of Law from the foregoing facts, the Court

32 * * *

Please remit to:
Michael W. Dyer
496 West Ann Street
Carson City, Nevada 89701

MICHAEL W. DYER
496 WEST ANN STREET
P. O. BOX 2426
CARSON CITY, NV 89702

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BOOK 985 PAGE 2354

1 finds that Plaintiff is entitled to the relief hereinafter
2 granted.

3 LET JUDGMENT BE ENTERED ACCORDINGLY.

4 JUDGMENT AND DECREE

5 NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED
6 AS FOLLOWS:

7 1. That Plaintiff be and hereby is granted an absolute
8 divorce from Defendant upon the grounds of incompatibility; that
9 the bonds of matrimony heretofore and now existing between the
10 parties be and the same hereby are dissolved and each of the
11 parties is released from all duties and obligations of the marriage,
12 except as otherwise ordered herein, and each of them is restored
13 to the status of an unmarried person.

14 2. That Plaintiff and Defendant shall have joint legal
15 custody of the minor children of the marriage, JOHN McAULIFFE,
16 born July 6, 1968 and KATHLEEN McAULIFFE, born March 11, 1971,
17 with Plaintiff to retain physical custody of the minor children
18 and Defendant to have reasonable visitation rights at reasonable
19 times and places, upon reasonable notice.

20 3. That the Property Settlement and Child Custody
21 Agreement settling the property rights of Plaintiff and Defendant,
22 all claims of each party against the other, all matters pertaining
23 to alimony, child support, visitation rights and custody rights,
24 matters pertaining to the payment of community debts, said
25 Agreement being attached hereto and incorporated herein by refer-
26 ence, is approved by this Court in all respects and the parties
27 are ordered and directed to comply with the terms thereof.

28 DONE IN OPEN COURT THIS 29th day of April, 1985.

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DISTRICT COURT JUDGE

CERTIFIED COPY

The 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.

SEAL

DATE: Sept. 18, 1985
J. Bernard Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By J. Bernard Deputy

PROPERTY SETTLEMENT AND
CHILD CUSTODY AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 1985, by and between RICHARD McAULIFFE, party of the first part, hereinafter referred to as "Husband", and BETH McAULIFFE, party of the second part, hereinafter referred to as "Wife",

W I T N E S S E T H:

WHEREAS, the parties hereto intermarried on the 31st day of January, 1954, in Kelso, Washington, and ever since have been, and now are, Husband and Wife; and

WHEREAS, there are two minor children born the issue of said marriage, namely: JOHN McAULIFFE, born July 6, 1968, and KATHLEEN McAULIFFE, born March 11, 1971; and

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 promises 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 here separate property all of his or her clothing, jewelry, wearing apparel, and articles of a personal nature; 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. That the parties have accumulated the following community property and agree to divide and dispose of said

property as follows:

(a) The family residence located at 1618 Belarra, Minden, Nevada. Said family residence is free and clear of all encumbrances and has an approximate fair market value of between \$180,000.00 and \$220,000.00. The parties agree that Wife shall be permitted to continue to reside at said residence until July 1, 1986. Wife shall be responsible for all taxes, assessments, insurance and routine maintenance of said residence and further agrees to make such minor repairs as are necessary, including repairing the hot tub, for purposes of making the residence more salable. In the event major repairs required, Husband and Wife shall be jointly responsible for such repairs. Husband shall have the right and opportunity to offer said residence for sale, it being understood that any prospective purchaser would purchase subject to Wife's right to continue to reside in said residence until July 1, 1986. Husband shall be required to find a buyer to purchase the subject residence for an amount of \$180,000.00 or more upon such terms and conditions as are agreeable to the parties in the event the sale is not for cash. In the event Husband fails to sell said residence prior to March 1, 1986, the parties agree to list said residence for sale with a broker mutually agreeable to the parties. The listing price shall be for an amount agreeable to the parties and, in the event the parties fail to agree, each shall select a broker of his or her choice and, in the event said brokers are unable to agree on a listing price, said brokers shall select a third broker who shall determine the listing price. In the event the house fails to sell on or before July 1, 1986, Wife agrees to vacate the premises and the parties will utilize their best efforts to rent said premises to a third party and divide the proceeds equally after payment of all expenses associated with said residence or, in the alternative, Wife may continue to

reside at said residence until such time as the residence is sold in consideration of payment to Husband of the sum of \$250.00 per month with expenses to be paid respectively or jointly by the parties as stated in this paragraph hereinabove.

Upon sale of the subject residence, the parties agree to divide equally the proceeds of the sale after payment of all escrow costs, commissions and other associated charges relating to said sale; provided, however, that Wife shall be entitled to the sum of \$31,700.00 from Husband's share of the proceeds of said sale, said sum representing a lump sum alimony award to Wife in the amount of \$30,000.00, a lump sum child support award to Wife in the amount of ~~\$12,000.00~~ ^{\$12,200.00} *BTH* said total of \$42,200.00 to be offset by \$3,000.00 as and for Husband's share of fair rental of Wife's occupancy of the subject premises between the time of execution of this agreement and July 1, 1986 and the sum of \$7,500.00 as an offset for a disproportionate division of the household furniture, furnishings and appliances which will be set aside to Wife as hereinafter set forth.

In the event said residence is not sold for cash, the parties agree that any down payment towards the purchase price of the subject residence shall be divided equally between the parties and any periodic payments made in connection with the balance due and owing will be divided equally between the parties until such time as Husband's 50% interest in the sale proceeds as aforesaid, offset by the \$31,700.00 referred to hereinabove, has been paid in full.

The parties further agree that each of them may borrow up to \$15,000.00 against the subject residence prior to its sale with the understanding that said monies will be repaid from the cash down payment received in connection with the sale of the subject residence and charged against the interest of whichever party borrowed said funds. Any and all costs and

expenses associated with borrowing any funds against the subject residence as provided for herein shall be paid by the party borrowing same.

b. The business, "Shannon, Inc.". Husband is the sole shareholder of the corporation known as Shannon, Inc. The parties acknowledge that said corporation claims title to certain real property located in Douglas County, Nevada, more particularly described in Exhibit "A", attached hereto, and by this reference incorporated herein. Said property is claimed to be owned by Shannon, Inc. under statutes relating to adverse possession in the State of Nevada. The parties agree that in the event said property is sold and monies are obtained in connection with the sale, said monies shall be divided equally between the parties. The parties further acknowledge and understand that Husband, as the sole shareholder of Shannon, Inc. shall continue to have the management and control over said corporation and its assets without interference from Wife, subject to her right to a 50% interest in any sales proceeds from the sale of the assets of said corporation. The parties further agree that this agreement may be recorded by either party.

c. The "Nevis Property". The parties acknowledge that certain real property located in Douglas County, more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein, is held in the name of Husband. The parties acknowledge that Husband has represented that said property is held by him for the benefit of Tom Nevis and that said property in fact is owned by Tom Nevis. The parties further acknowledge that said property is subject to a promissory note secured by a Deed of Trust in favor of John Roth and that said Deed of Trust is presently in default. The parties agree that Husband may

continue to hold said property in his name and, in the event Husband receives any net proceeds from the sale or transfer of said property, that Wife shall have a 50% interest in said proceeds. The parties agree that Wife shall incur no liability with respect to said property. The parties further agree that this agreement may be recorded against the subject property.

d. The 1977 Monte Carlo automobile shall be set aside to Husband as his sole and separate property and confirmed as such.

e. The 1981 Buick Skylark automobile shall be set aside to Wife as her sole and separate property and confirmed as such. Any and all obligations due and owing in connection with said Buick Skylark automobile shall be assumed by Wife as her sole and separate obligation.

f. Wife shall have set aside to her as her sole and separate property the furniture, furnishings and appliances located at the family residence of the parties with the exception of the following, which shall be set aside to Husband:

- (1) Rust colored davenport and two (2) chairs;
- (2) Miscellaneous boxes of title records;
- (3) Footlocker;
- (4) Religious painting from parties' son,

Kelly.

g. Wife shall be entitled to a tax refund from the filing of a 1984 tax return in the approximate amount of \$450.00.

h. The parties represent and warrant to each other that all savings accounts have previously been divided and that Wife presently has a savings account number 010006931205 in her name at First Federal Savings in the amount of \$3,600.00 and a checking account number 010006771205 at First Federal Savings in the amount of \$100.00. The parties agree that Wife shall retain

the monies in said savings and checking accounts as her sole and separate property and agree that any funds heretofore divided between the parties from the parties' savings accounts shall be retained by the parties as their sole and separate property.

3. The parties have the following community obligations:

(a) Macy's - \$100.00

(b) Mervyn's- \$ 50.00

The parties agree that Wife shall be responsible for said obligations.

4. The parties agree that it is in the best interest of the minor children that each have joint legal custody thereof. Physical custody of the minor children shall be with Wife and Husband shall have reasonable visitation rights at reasonable times and places, upon reasonable notice.

The parties agree that Husband shall pay to Wife support for said minor children in the lump sum amount of \$12,200.00, said amount representing \$200.00 per child per month until each of the children reaches the age of majority, said amount to come from Husband's share of the proceeds of the sale of the family residence as more fully set forth in paragraph 2.a. above. The parties further agree that Husband shall not be responsible for any other support payments in connection with said minor children.

Wife agrees to maintain a medical insurance policy on said children until such time as each of the minor children reaches the age of majority, marries or otherwise becomes emancipated.

5. Each of the parties represents and warrants to the other that a full disclosure of all property has been made and divided pursuant to the provisions of paragraph 2 above. Any and all property which has been omitted by inadvertence or

otherwise shall be divided equally between the parties.

6. It is further agreed that any and all property acquired by either party subsequent to the date of this agreement shall be the separate property of the party acquiring same; and each party agrees, each with the other, that should it become necessary in the future to effectuate the sale or transfer of any property, real or personal, belonging to the parties, that either party will sign for the other promptly any and all papers necessary or requisite to complete such transaction.

7. Husband agrees to pay to Wife a lump sum alimony award in the amount of \$30,000.00, said amount to be paid from Husband's share of the proceeds of the sale of the family residence as more fully set forth in paragraph 2.c. above. Each of the parties hereto waives, releases and absolves the other from all right, demand and claim for support and maintenance, except as aforesaid.

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

9. Each party hereto relinquishes, releases and quitclaims forever any and all rights or interest or claims in or to the other party's estate, or any part thereof, by succession or otherwise, including any right to letters of administration thereon. This agreement shall not be construed, however, to prevent either party from taking anything which is specifically left to such party under or by virtue of any Will or testamentary disposition to the other.

10. Each party represents and warranties to the other

that neither party possesses any interest in a retirement plan, pension plan or profit sharing plan which occurred during the marriage of the parties with the exception of Social Security benefits. Each party hereto relinquishes, releases and quitclaims forever any and all rights or interest or claims to the Social Security benefits of the other party.

11. It is further agreed that either party will execute promptly any and all documents of any and every kind and character for the other which may be necessary or proper to carry out the terms of this Agreement.

12. Each party hereto acknowledges that each of them is making this agreement of his or her own free will and volition, and acknowledges that no coercion, force, pressure or undue influence has been used against either party in the making of this agreement. The parties hereto stipulate that each party has had the opportunity to be represented in negotiations, or in preparation of this agreement, by counsel of their own choosing; that both parties hereto have read this agreement and are fully aware of its contents.

13. It is mutually agreed that this Property Settlement and child Custody Agreement shall, at the request of either party, be submitted to any Court of competent jurisdiction for approval, and, if approved, may be incorporated into any judgment or decree of divorce rendered by the Court having jurisdiction of any divorce proceedings between the parties. This agreement shall be binding and conclusive between the parties hereto, their heirs and estates.

14. The parties agree that this Property Settlement and Child Custody Agreement shall supersede any and all previous agreements or stipulations heretofore entered into by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their

hands the day and year first above written.

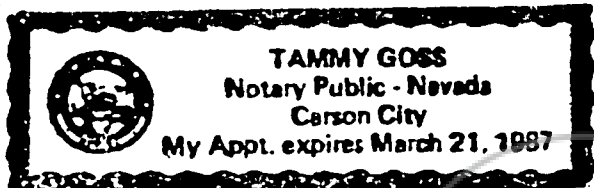
Richard McAuliffe
Richard McAuliffe
Beth McAuliffe
Beth McAuliffe

STATE OF NEVADA)
) ss.
CARSON CITY)

On this 24th day of April, 1985,

personally appeared before me, a Notary Public, RICHARD McAULIFFE, known to 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.

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



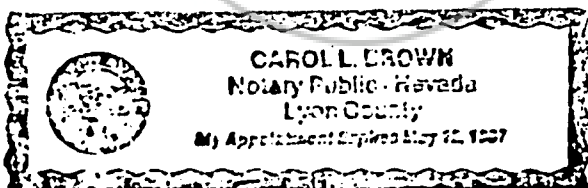
Tammy Goss
Notary Public

STATE OF NEVADA)
) ss.
CARSON CITY)

On this 25th day of April, 1985,

personally appeared before me, a Notary Public, BETH McAULIFFE, known 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 mentioned.

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



Carol L. Brown
Notary Public

REQUESTED BY *Edward Bernard*
Edward Bernard
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
By *Tom Jeffers*

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SUZANNE BEAUDREAU
RECORDER
\$ 15.00 PAID JB DEPUTY

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