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Case No. 88-00670C

Department No. I

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

* *

THE STATE OF NEVADA,

Plaintiff,

vs.

BAIL BOND WITH

PROPERTY PLEDGE BY SURETY

JAMI LEE FARMER,

Defendant.

This Bail Bond and Property Pledge made this 29^{Th} day of August, 1988, by defendant above-named, JAMI LEE FARMER (herein PRINCIPAL) Carson City, Nevada, and by ANDRA L. FARMER of P.O. Box 578, Caliente, Nevada 89008 and ETHEL SMITH of 3442 Tourmaline, Douglas County, Nevada 89705, (herein SURETIES), is made with reference to the following facts:

A Criminal Information has been filed in the First Judicial District Court of the State of Nevada, in and for Carson City, State of Nevada, being Case No. 88-00670C, entitled "The State of Nevada, Plaintiff, vs. CALLISTUS MAE BARGAS, SEAN CHARLES VASSAR and JAMI LEE FARMER, Defendants", wherein the Informant, NOEL S. WATERS, District Attorney, has

> 185295 BOOK 888 MAGE 4710

V PAUL J. MALIKOWSKI

RENO, NEVADA 89509 **429 MARSH AVENUE**

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charged that the PRINCIPAL has committed the crimes, on or about February 23, 1988, of being a principal to CONSPIRACY TO COMMIT ROBBERY AND KIDNAPPING (COUNT I), KIDNAPPING IN THE FIRST DEGREE (COUNTS 2,3,4 and 5), FIRST DEGREE KIDNAPPING OF A PERSON OVER SIXTY-FIVE (65) YEARS (COUNT 6), BURGLARY (COUNTS 7, 8 and 9), ROBBERY (COUNTS 10 and 11), ROBBERY OF A PERSON OVER SIXTY-FIVE (65) YEARS (COUNT 12), BATTERY WITH INTENT TO COMMIT ROBBERY (COUNTS 13, 14, 15, and 16), BATTERY OF A PERSON OVER SIXTY-FIVE YEARS WITH INTENT TO COMMIT ROBBERY (COUNT 17) and EXTORTION (COUNT 18), said Criminal Information having been filed on the 2nd day of May, 1988.

-

- 2. That the PRINCIPAL has been arrested and is being held by the people of the State of Nevada subject to the charges made in the said Criminal Information, and;
- That defendant has been ordered to bail in the sum of \$ 75,000.00.
 - IT IS, THEREFORE, AGREED AS FOLLOWS:
- The PRINCIPAL and SURETIES hereby undertake that the PRINCIPAL shall appear and answer the charges made against him in the above-described Criminal Information filed the 2nd day of May, 1988, at all times and places prescribed by the court or courts having jurisdiction over the PRINCIPAL by virtue of the Criminal Information above-described filed May 2, 1988, and shall at all times render himself amenable to the orders and process of the Court and the requirements of the law, and if convicted, the PRINCIPAL shall appear for judgment and render himself in execution thereof.
 - If the PRINCIPAL fails to perform any of these

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- As and for security for the faithful performance of the obligations herein incurred, the undersigned SURETIES do hereby pledge to the people of the State of Nevada, in accordance with provisions of Chapter 178 of the Nevada Revised Statutes, all of their right, title and interest in and to those certain pieces of real property, with improvements located thereon;
 - a: In Douglas County, Nevada, described as Lot 11, as shown on the Official Map of RIDGEVIEW ESTATES, filed for record in the Office of the County Recorder of Douglas County, Nevada on December 27, 1972, as Document No. 63503, commonly known as 3442 Tourmaline, Douglas County. A copy of the Grant, Bargain and Sale Deed to the real property, evidencing SURETIES' interest therein, is attached hereto as Exhibit "A", and
 - b: In Lincoln County, Nevada, described as:

PARCEL ONE: Lot One (1) of ROWAN SUBDIVISION in the City of Caliente, according to the Official Map thereof, filed in the Office of the County Recorder, Lincoln County, Nevada on May 19, 1959.

PARCEL TWO: That portion of the West Half (W1/2) of the Southwest Quarter (SW1/4) Section 8, Township 4 South, Range 67 East, M.D.B. & M., described as follows:

COMMENCING at the point of intersection of the Westerly line of said Section 8, with the Southeasterly line of that certain parcel of land conveyed to Los Angeles and Salt Lake Railroad Company by Deed recorded in Book "C-1" page 316, of Real Estate Deed Records of said County, said point being North 0°07' East 1034.0 feet, more or less, from the Southwest corner of said Section 8; thence along said Southeasterly line, North 59°57' East 1171.08 feet, more or less, to the Southwest corner of that certain easement conveyed to the Board of County Commissioners of the County of Lincoln, recorded in Book "D-1",

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702) 322-221 16 page 189 of Real Estate Deed Records of said County; thence along the Westerly line of said easement parcel, North 0°07' East 22.93 feet to the true point of beginning; thence leaving said Westerly line, South 59°57' West 50.00 feet; thence North 30°00' West 100.00 feet; thence North 59°57' East 108.12 feet to said Westerly line of said easement parcel; thence along said Westerly line, South 0.07' West 115.67 feet to the true point of beginning, EXCEPTING FROM the above-described parcels all mineral rights of every kind and character, reserved by Los Angeles and Salt Lake Railroad Co. by deeds recorded May 14. 1951, in Book J-1, Page 113, and December 31, 1962, in Book M-1, Page 82, Real Estate Deed Records, Lincoln County, Nevada. Commonly known as 100 and 101 Rowan Drive, Caliente, Nevada.

A copy of a Special Power of Attorney respecting said real property, evidencing SURETIES' interests therein, is attached hereto as Exhibit "B".

That in the event I, the undersigned, do not faithfully perform any of the foregoing conditions, and in the event the foregoing conditions are not fulfilled, pay the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to the State of Nevada, then the undersigned SURETIES do hereby consent to the forfeiture of said real property above-described in accordance with the provisions of Section 178.506 of the Nevada Revised Provided, however, that upon forfeiture and sale of Statutes. said real property, SURETIES be remitted any surplus from the proceeds of said sale over and above the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), interest accrued from the date of foreclosure and reasonable costs of sale.

The undersigned herein waive any and all homestead exemption otherwise available to them to insure the faithful

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- This undertaking for bail extends for a period of at least one (1) year unless bail is exonerated earlier pursuant to the provisions of NRS 178.502(4) to any action or proceeding in a justice's court, municipal court or district court:
- (a) Arising from the charge on which bail was first given on any of these courts; and
- (b) Arising from a later charge, filed before the expiration of the periods provided for in NRS 178.502(4), which is substantially similar to the charge upon which bail was first given and is based upon the same act or omission as that charge.

IN WITNESS WHEREOF, we set our hands this 29th day of August, 1988.

Surety

ETHEL SMITH

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say:

702) 322-221

ACKNOWLEDGEMENT

Appeared before me, a Notary Public, this 292 day of August, 1988, JAMI LEE FARMER, who acknowledged to me that he executed the foregoing instrument, as Principal and Surety.



ACKNOWLEDGEMENT

Appeared before me, a Notary Public, this 29 day of August, 1988, ANDRA FARMER, who acknowledged to me that she executed the foregoing instrument, as Surety.

Public



ACKNOWLEDGEMENT

Appeared before me, a Notary Public, this 29 day of August, 1988, ETHEL SMITH, who acknowledged to me that she executed the foregoing instrument, as Co-surety.

Notar∦ Public



RALPH WEIR Notary Public - State of Nevada Appointment Recorded In Carson City MY APPOINTMENT EXPIRES JULY 1, 1991

JUSTIFICATION OF SURETY

STATE OF NEVADA SS CARSON CITY

the undersigned, being first duly sworn, depose and

That I am a lawful co-owner of the real property above-described.

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2. That this Affidavit is being made pursuant to Section 178.504 of the Nevada Revised Statutes as justification of the surety herein given.

- That the property above-described consists of a parcel of land with a mobile home thereon and two other parcels of land, each with a residence located thereon, co-owned by me and my mother, ETHEL M. SMITH, in fee simple, the net value of which, over and above all liens and encumbrances is approximately NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$92.500.00).
- That the personal net worth of affiant herein, over and above all liabilities is approximately FIFTY THOUSAND DOLLARS (\$50,000.00).
- That I am the natural mother of JAMI LEE FARMER, the above-named Principal and Defendant herein.

ANDRA FARMER

SUBSCRIBED and SWORN to before me 1988. day

RALPH WEIR Notary Public - State of Nevada Appointment Recorded in Carson City MY APPOINTMENT EXPIRES JULY 1, 1991

Notáry/Public

JUSTIFICATION OF SURETY

STATE OF NEVADA SS CARSON CITY

I, the undersigned, being first duly sworn, depose and

say:

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	1.	That	Ι	am	a	lawful	co-owner	of	the	real	property
ahove-des	erit	ned.									

- 2. That this Affidavit is being made pursuant to Section 178.504 of the Nevada Revised Statutes as justification of the surety herein given.
- 3. That the property above-described consists of a parcel of land with a mobile home thereon and two other parcels of land, each with a residence located thereon, co-owned by me and my daughter, ANDRA FARMER, in fee simple, the net value of which, over and above all liens and encumbrances, is approximately NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$92,500.00).
- 4. That the personal net worth of affiant herein, over and above all liabilities is approximately FIFTY THOUSAND DOLLARS (\$50,000.00).
- 5. That I am the maternal grandmother of JAMI LEE FARMER, the above-named Principal and Defendant herein.

ETHEL SMITH

SUBSCRIBED and SWORN to before me

this 24th day of August, 1988.

Salphiller Notary Public



RALPH WEIR

Notary Public - State of Nevada

Appointment Recorded in Carson City

MY APPOINTMENT EXPIRES JULY 1, 1991

XXComputed on full value of property conveyed; or Escrow No. 37222MVM Computed on full value less liens & encumbrances remaining thereon at WHEN RECORDED, MAIL TO: time of transfer. 1 Under penalty of perjury. Ms. Andra Farmer 2 MAIL TAX STATEMENS TO: Signature of declarant or agent 3 determining tax - firm name SAME AS ABOVE 4 GRANT, BARGAIN and SALE DEED 5 FOR A VALUABLE CONSIDERATION, receipt of which is hereby 6 acknowledged, MILOS S. BEGOVICH, doing business under the name and style of SHARKEY'S NUGGET, a sole proprietorship 8 do(es) hereby GRANT, BARGAIN and SELL to ETHEL M. SMITH, an unmarried woman and ANDRA FARMER, an unmarried woman, 9 as Joint Tenants with right of survivorship 10 the real property situate in the County of State Douglas COVE, NEVADA ONE (702) 588 11 of Nevada, described as follows: Lot 11, as shown on the official map of RIDGEVIEW ESTATES, filed for record 12 in the office of the County Recorder of Douglas County, Nevada on December 13 27, 1972, as Document No. 63503. 14 Assessment Parcel No. 13-154-11 15 16 17 CARSON CITY OFFICE 303 EAST PROCTOR STREET CARSON CITY, NEVADA 89701 TILEFHONE (702) 882-4577 18 TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversion, remainders, rents, issues or profits thereof. 19 20 January 16, 1984 DATED: MILSOS. BEGOVICH 21 22 23 STATE OF NEVADA 24 SS. County of Douglas 25 On Takwey 6, 1819, personally 26 appeared before me, a Notary Public, 27 Milcs S. Begovich 28 who acknowledged that he executed the above instrument. 29 30 OTARY PUBLIC 31 32 WOLLD ACET CORDS OF VICKY D. MORRISON Notary Public — State of Meyarla County of Douglas My Appointment Expires May 20, 1985 *88 MAR 30 P3:31 176813

Documentary Transfer Tax \$

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Order No.

LAKE TAHCS OFFICE HILL PROFESSIONAL BUILDING P. O. BOX 53

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SUZAHA: 3: AUDRLAU RECORCER 1000 AS CEPUTY

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Exhibit "A"

SPECIAL FOWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That 1, ENTEL SMITH, do hereby appoint, make and constitute ANDRA FARMER of Lincoln County, Nevada, to be my true and lawful attorney-in-fact for the purpose set forth herein only, for me and in my name and on my behalf to negotiate for the sale of and to sell the following described real property, to-wit:

The property known as 100 and 101 Rowan Drive, Caliente Lincoln County, Nevada, more particulary described as follows:

PARCEL ONE:

S

Lot One (1) of ROWAN SUBDIVISION in the City of Caliente, according to the Official Map thereof, filed in the Office of the County Recorder, Lincoln County, Nevada on May 19, 1959.

PARCEL TWO:

That portion of the West Half (W_2) of the Southwest Quarter (SW_4) Section 8, Township 4 South, Range 67 East, M.D.B. &M., described as follows:

COMMENCING at the point of intersection of the Westerly line of said Section 8, with the Southeasterly line of that certain parcel of land conveyed to Los Angeles and Salt Lake Railroad Company by Deed recorded in Book "C-1" page 316, of Real Estate Deed Records of said County, said point being North 007' East 1034.0 feet, more or less, from the Southwest corner of said Section 8; thence along said Southeasterly line, North 59°57' East 1171.08 feet, more or less, to the Southwest corner of that certain easement conveyed to the Board of County Commissioners of the County of Lincoln, recorded in Book "D-1", page 189 of Real Estate Deed Records of said County; thence along the Westerly line of said e easement parcel, North 0°07' East 22.93 feet to the TRUE POINT OF BEGINNING; thence leaving said Westerly line, South 59°57' West 50.00 feet; thence North 30°99' West 100.00 feet; thence North 59°57' East 108.12 feet to saidWesterly line of said easement parcel; thence along said Westerly line, South 0°07' West 115.67 feet to the True Point of Beginning.

EXCEPTING FROM the above-described parcels all mineral rights of every kind and character, reserved by Los Angeles and Salt Lake Railroad Co. by deeds recorded May 14, 1951, in Book J-1, Page 113, and December 31, 1962, in Book M-1, Page 82, Real Estate Deed Records, Lincoln County, Nevada.

The said ANDRA FARMER is authorized to perform all matters and things, execute and acknowledge all contracts, deeds, writings and instruments which may be requisite or necessary for the sale of the real property heretofore described herein with the full force and effect to all intents and purposes as though I were personally present and acting for myself, hereby ratifying

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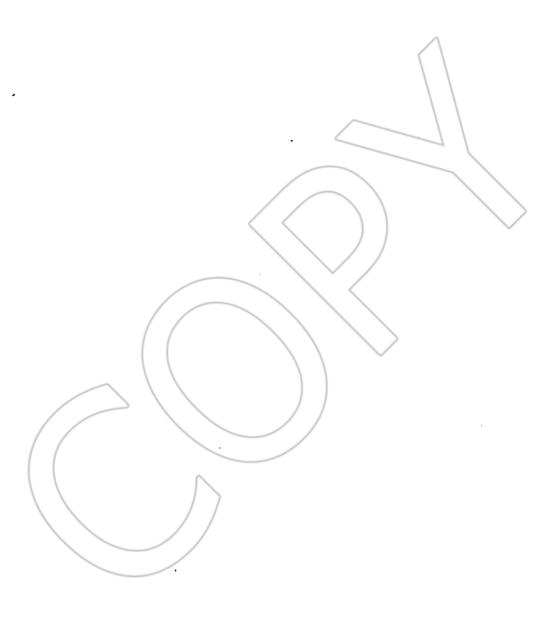
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and confirming whatsoever my said attorney shall do by authority 1 2 hereof. 3 4 STATE OF NEVADA 5 នទ. COUNTY OF LINCOLN G On this ___ day of May, k1982, before me, the undersigned a Notary Public in and for said County and State, personally 8 appeared ETHEL CMITH, known to me to be the person whose name 9 is subscribed to the above instrument, and she acknowledged to 10 me that she executed the same freely and voluntarily for the 11 purposes therein mentioned. 12 WITNESS my hand and official seal the day and year 13 first above written. 14 15 NOTARY PUBLIC in and for said 16 County and State. 17 18 ELIZABETH ANN SWOPE 19 Notary Public - State of Nevada LINCOLN COUNTY 20 ly Appointment Expires Sept. 19, 1983 21 22 FILED AND RECORDED AT REQUEST OF Andra Farmer 23 May 4, 1982 AT JO MINUTES PAST . L. O'CLOCK 24P..... M :: 1 600K ... 5.. O OF OFFICIAL 25 RECORDS, PAGE ... 204 COUNTY, MÉVADA. 26 2728 29 30 31 32 50 FACE 205: BOOK *88 APR 26 P3:17 176813... SUZANNE BEAUDREAU 185295 1000K 488PAGE 2918

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LU_PAIL



Paul Malikowski
IN OFFICIAL FOORDS OF
DOUGLAS CO. NEVADA

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SUZANNE BEAUDREAU
RECORDER

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