

FILED

1981 JAN 19 AM 8:37

TED P. THORNTON

J. Michelle

1 NO. D-44055
2 DEPT. NO. II

3
4
5

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

8 TOMMY DEAN KERLEY,
9 Plaintiff,
10 vs.
11 PAULA RUTH KERLEY,
12 Defendant.

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
DECREE OF DIVORCE

JACQUETTE & MILPATRICK, Attorneys at Law, 301 W. Washington St., Carson City, Nev. 89701. (702) 887-1112

13 BE IT REMEMBERED that this cause came on regularly scheduled
14 for trial this 19th day of January, 1981, before this Court,
15 sitting without jury, the plaintiff appearing in person with his
16 attorney, PETER B. JAQUETTE, and the defendant appearing through
17 her duly executed Appearance and Waiver, evidence was introduced,
18 the matter submitted to the Court for decision, and the Court
19 having been fully advised of the premises now makes its Findings
20 of Fact and Conclusions of Law as follows:

21 FINDINGS OF FACT

22 That all of the allegations of the plaintiff's Complaint are
23 true.

24 CONCLUSIONS OF LAW

25 That the plaintiff is entitled to the relief hereinafter
26 granted.

27 LET JUDGMENT BE ENTERED ACCORDINGLY.

28 DECREE OF DIVORCE

29 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as
follows:

30 1. That plaintiff be and hereby is granted an absolute
31 divorce from defendant upon the ground of incompatibility; that
32 the bonds of matrimony heretofore and now existing between the

Return to:
Silverman & Decaria
290 S. Arlington
Reno NV 89501

JACQUETTE & KILPATRICK, Attorneys at Law, 301 W. Washington St., Carson City, Nev. 89701, (702) 882-6112

1 parties be and hereby are dissolved and each of the parties is
2 released from all duties and obligations of the marriage and each
3 of them is restored to the status of an unmarried person.

4 2. That the Child Custody and Property Settlement Agreement
5 entered into by plaintiff and defendant be approved by the Court
6 and incorporated by reference as if fully set forth herein into
7 the Decree of Divorce.

8 3. That the care, custody and control of the minor child
9 of the parties, THOMAS PATRICK KERLEY, be awarded to the plaintiff
10 in accordance with the provisions of the Child Custody and Property
11 Settlement Agreement entered into by the parties hereto.

12 4. That the legal care, custody and control of the minor
13 child WALTER DELEEV be awarded to defendant, with the physical
14 custody of said child to be awarded to plaintiff, in accordance
15 with the provisions of the Child Custody and Property Settlement
16 Agreement entered into by the parties hereto.

17 DATED AND DONE this 19th day of January, 1981, at Carson
18 City, Nevada.

19
20
21
22 Michael R. Siffert
23 DISTRICT JUDGE

24
25
26
27
28 **CERTIFIED COPY SEAL**

29 The document to which this certificate is at-
30 tached is a true and correct copy of the
31 original on file and kept in the office.

32 DATE July 23, 1990
33 FILED CLERK OF DISTRICT COURT OF THE
34 STATE OF NEVADA, DISTRICT COURT OF CARSON CITY
35 NEVADA, NEVADA

230800
BOOK 790 PAGE 3285

BY M. B. Bittner Deputy

CHILD CUSTODY AND
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made on this 6 day of January,
1981, between PAULA RUTH KERLEY, herein referred to as
"wife", and TOMMY DEAN KERLEY, herein referred to as "husband".

W I T N E S S E T H:

WHEREAS, the parties are husband and wife, having been
married on February 19, 1972, in the City of Reno, State of
Nevada; and

WHEREAS, they have one minor child born of the marriage,
THOMAS PATRICK KERLEY, born the 14th day of August, 1975;
and

WHEREAS, the husband has the physical custody of a
minor child, the issue of the wife during a prior marriage,
namely WALTER DELEEV, born the 9th day of May, 1968; and

WHEREAS, as a result of dispute and unhappy differences
arising and persisting between the parties; an action for
divorce has been commenced, and the parties desire, by this
instrument, to set down the terms and conditions thereof,
including property settlement, and therefore agree that it
is in the best interest of each of them to make and enter
into this Child Custody and Property Settlement Agreement;
and

NOW THEREFORE, in consideration of the reasons recited
above and the mutual promises and covenants that the parties
hereinafter set forth, and other good and valuable consideration,
the receipt whereof is hereby respectively acknowledged by
the parties, husband and wife agree as follows:

1. That from and after the date of this Agreement the
said husband and wife shall and will continuously live
separately and apart from each other as fully and completely
and in the same manner and to the same extent as though they

JACQUETTE & KILPATRICK, Attorneys at Law, 301 W. Washington St., Carson City, Nev. 89701. (702) 882-6112

1 had never been married.

2 2. It is understood and agreed that each party hereto
3 shall have the right and privilege to pursue his or her
4 business and social life without the interference or molestation
5 upon the party of the other part.

6 3. The sole care, custody and control of THOMAS PATRICK
7 KERLEY shall be vested in the husband, subject to reasonable
8 rights of visitation being retained by the wife.

9 4. The wife shall retain the sole care, custody and
10 control of WALTER DELEEV, provided, however, that the husband
11 shall exercise the physical custody of said minor child.

12 5. That the real property located in Truckee, California
13 shall be set aside to the husband as his sole and separate
14 property.

15 6. That the real property located in Fallon, Nevada,
16 shall be sold with the proceeds to be divided equally between
17 the parties.

18 7. That the family residence located at 1045 Verde
19 Way, Gardnerville, Nevada, shall be sold with the proceeds
20 to be divided equally between the parties. Pending completion
21 of said sale, husband shall be entitled to exclusive possession
22 of said home and shall assume all obligations incidental
23 thereto.

24 8. The obligations payable to the parties consisting
25 of a Note secured by a First Deed of Trust on the Topaz
26 property (Lot 88, Topaz Ranch Estates Unit No. 2), payable
27 in monthly installments in the approximate amount of \$296.00;
28 and the Note secured by a Second Deed of Trust on the Fallon
29 property, payable in monthly installments in the approximate
30 amount of \$188.00, shall be collected on a monthly basis by
31 Lawyer's Title Company and applied to the obligation payable
32 to Paula M. Reed and Frank E. Reed and paid through Mid-Valley

1 Mortgage, Minden, Nevada, in the approximate monthly amount
2 of \$377.00, with any remaining monthly balance, less charges,
3 to be retained pending sale of the Fallon property. Upon said
4 sale, or upon satisfaction of the Reed obligation, all retained
5 funds shall be paid to the parties equally. In addition, all
6 funds received thereafter shall be paid to the parties equally,
7 after deduction of costs.

8 9. The wife shall retain as her sole and separate
9 property the 1978 Buick, the remaining balance in the personal
10 checking account, \$113.02, receipt of which is acknowledged,
11 the organ, one (1) color television, one (1) bed, one (1)
12 dining room set, and her personal effects and belongings.
13 All other personal property of the parties shall be set
14 aside to the husband as his sole and separate property.

15 10. Each party shall bear his or her own attorney's
16 fees and costs incurred in this action.

17 11. The parties agree that they shall assume and pay
18 and hold harmless the other party for all debts incurred
19 from and after the date of the execution of this agreement.
20 Husband and wife mutually agree that neither party shall
21 hereafter incur any indebtedness chargeable against the
22 other or his or her estate, from and after the date of this
23 agreement, nor contract any debt or obligation in the name
24 of the other, and each party agrees to indemnify and hold
25 the other harmless from and against any such indebtedness or
26 obligation incurred or created by such indemnifying party.
27 Each of the parties hereto warrants to the other that he or
28 she has not incurred any liability or obligation in which
29 the other is or may become liable.

30 12. Each party hereto relinquishes the right to act as
31 administrator of the estate of the other, all right to
32 inherit from the other, and all right to receive in any

230800

1 manner the property of the other upon the death of the
2 other, either under the laws of succession, under community
3 property laws, or otherwise, except as a devisee, legatee,
4 or beneficiary under any Last Will and Testament executed by
5 either party, wherein the other party may be named in such
6 capacity.

7 13. Interest in Future Earnings and Acquisition:

8 Except as otherwise provided in this agreement, husband and
9 wife agree that each shall henceforth own and hold property
10 received by him or her, respectively, by the terms hereof,
11 and likewise all property, salaries, earnings, benefits,
12 pensions, and receipts hereafter acquired or received by
13 each of them, regardless of when or how earned, respectively,
14 as his or her sole and separate property, as the case may
15 be, free from any claim of the other, or any creditor of the
16 other, by reason of the community property laws of the State
17 of Nevada, or by reason of any other law or fact.

18 14. Execution of Other Documents: Each of the parties

19 hereto shall properly execute all documents and instruments
20 now or hereafter necessary and convenient to vest the titles
21 and estates in them respectively, as herein provided, and
22 any time, and from time to time, to execute all other instruments
23 which shall be necessary or proper to effectuate the purpose
24 and intent of this agreement. Notwithstanding the failure
25 or refusal of either party to execute any such instrument,
26 this agreement shall constitute a full and complete transfer
27 and conveyance of the properties herein designated as being
28 transferred, conveyed, or assigned by each party.

29 15. Independent Counsel: The parties hereto stipulate

30 that each party has had the opportunity to be represented in
31 negotiations, ~~or~~ and in preparation of this agreement, by a
32 counsel of their own choosing; that both of the parties

1 hereto have read this agreement and are fully aware of its
2 contents.

3 16. Finality of Agreement: This agreement is entire.
4 We cannot alter, amend, or modify it, except by an instrument
5 in writing, except as otherwise provided herein, executed by
6 both of us. It includes all representations of every kind
7 and nature made by each of us to the other. This agreement
8 is not, in fact, nor is it intended to be an agreement for
9 divorce. In the event, however, that either of the parties
10 hereto shall secure a decree of divorce against the other,
11 this agreement shall be submitted to the Court for its
12 approval and, if so approved, shall be incorporated into and
13 become a part of any final decree of divorce which may
14 hereafter be granted to either of the parties. In the event
15 this agreement is so incorporated, it shall not survive its
16 incorporation and merger, where compliance is ordered with
17 each and every term contained in it, into a final judgment
18 of divorce, and all rights and duties under this agreement
19 shall be substituted by rights and duties under this judgment.

20 17. Applicable Law: This agreement is entered into in
21 the State of Nevada and shall be construed and interpreted
22 under and in accordance with the laws of the State of Nevada
23 applicable to agreements made and to be wholly performed in
24 the State of Nevada.

25 IN WITNESS WHEREOF, the parties have hereunto set their
26 hands and seals the date first above written.

27 HUSBAND:

WIFE:

28
29 
30 _____
31 TOMMY DEAN KERLEY

32 

PAULA RUTH KERLEY

COPY

REQUESTED BY
Silberman & Co., Ltd.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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.

DATE July 23, 1990
I, M. B. Little, County Clerk of Douglas County, Nevada, do hereby certify that the foregoing is a true and correct copy of the original on file and of record in my office.

SEAL
Deputy

'90 JUL 24 P1:27

230800

SUZANNE BLAUDREAU
RECORDER

BOOK 790 PAGE 3291

\$ 18.00 PAID OK DEPUTY