

1 CASE NO. 24199

FILED

2 DEPT. NO. II

NO. _____

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BARBARA REED
CLERK

D. DALEY

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IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7

IN AND FOR THE COUNTY OF DOUGLAS

8

MONA NADINE FREUD-McQUINN,)

9

Plaintiff,)

10

vs.)

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND DECREE OF DIVORCE**

11

CHRIS ALAN McQUINN,)

12

Defendant.)

13

14

The above-entitled action having been submitted to the

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above-entitled Court, the Plaintiff being represented by her

16

attorney, JONATHAN B. KROM, ESQ.; and the Defendant not appearing

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in person, having waived service of the Summons and having entered

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an Appearance consenting that the said cause be submitted to the

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Court for its judgment and decree as a default matter, and the

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Court having reviewed the verified Complaint on file herein, and

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being fully satisfied with the contents thereof and that the

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allegations contained therein are true, and having reviewed all

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records and papers on file herein, and the Court being fully

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advised in the premises, now makes its FINDINGS OF FACT,

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CONCLUSIONS OF LAW, and DECREE OF DIVORCE as follows:

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1 FINDINGS OF FACT

2 The Court hereby finds that all the allegations of the
3 Plaintiff's verified Complaint herein are true as alleged.
4

5 CONCLUSIONS OF LAW

6 From the foregoing the Court concludes that the Plaintiff
7 is entitled to the relief prayed for in her Complaint.

8 LET JUDGMENT BE ENTERED ACCORDINGLY:
9

10 DECREE OF DIVORCE

11 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and
12 DECREED that the Plaintiff be, and she hereby is granted an
13 absolute Decree of Divorce from Defendant upon the ground of
14 incompatibility and that the bonds of matrimony heretofore and now
15 existing between the parties be, and they hereby are, dissolved,
16 and each of the parties is hereby restored to the status of an
17 unmarried person and released from all duties and obligations of
18 marriage; that the Defendant be restored to her maiden name, to-
19 wit: FREUD.

20 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the
21 Property Settlement Agreement dated the 4th day of April, 1991,
22 executed by and between the Plaintiff and Defendant, and attached
23 hereto as Exhibit "A", and the same hereby is approved by the Court

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1 and all the terms, covenants, and conditions thereof incorporated
2 into this Decree by expressed reference thereto and the parties
3 ORDERED TO COMPLY THEREWITH.

4 DATED this 11 day of April, 1991.

5 David R. Lamb
6 _____
DISTRICT JUDGE

7 SUBMITTED BY:

8 JONATHAN B. KROM, ESQ.
9 Post Office Box 627
Gardnerville, Nevada 89410

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22 CERTIFIED COPY

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

25 DATE: April 11, 1991 **SEAD**
26 Breed Clerk of the 4th Judicial District Court
of the State of Nevada, In and for the County of Douglas.

27 By J. Paley Deputy
28

1 PROPERTY SETTLEMENT AGREEMENT

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3 THIS AGREEMENT made and entered into this 4th day of
4 April, 1994, by and between MONA NADINE FREUD-McQUINN,
5 hereinafter referred to as "WIFE", and CHRIS ALAN McQUINN,
6 hereinafter referred to as "HUSBAND".

7 WITNESSETH

8 WHEREAS, the parties hereto were married on January 28,
9 1984, in South Lake Tahoe, California, and ever since that time
10 have been and now are Husband and Wife; and

11 WHEREAS, disputes and unhappy differences have arisen
12 between the parties hereto; and

13 WHEREAS, there are no children the issue of the marriage
14 or adopted by the parties; and

15 WHEREAS, the parties desire by this agreement to adjust,
16 settle and determine their respective rights and financial
17 obligations, to terminate their community and separate interests,
18 and to waive future community interest in the property and
19 endeavors of each other; and

20 WHEREAS, all of the community property of the parties has
21 been divided in kind or is referred to herein;

22 NOW, THEREFORE, in consideration for the promises and of
23 the mutual covenants and agreements and conditions contained
24 herein, the parties have agreed, and do hereby agree as follows:

25 I. GENERAL PROVISIONS

26 A. Reciprocal Waiver of Inheritance: Each party hereto
27 relinquishes the right to act as administrator of the estate of
28 the other, all right to inherit from the other, and all right to

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

6 B. Interest in Future Earnings and Acquisitions: Except
7 as otherwise provided in this agreement, Husband and Wife agree
8 that each shall henceforth own and hold property received by him
9 or her, respectively, by the terms hereof, and likewise all
10 property, salaries, wages, endeavors, rents, issues, profits,
11 other earnings, benefits, pensions and receipts hereafter
12 acquired or received by each of them, regardless of when and how
13 earned, respectively, as his or her sole and separate property,
14 as the case may be, free from any claim of the other, or any
15 creditor of the other, by reason for the community property laws
16 of the State of Nevada, or by reason of any other law or fact.

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

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1 D. Independent Counsel: The parties hereto stipulate
2 that both parties have had the opportunity to be represented in
3 negotiations and in preparation of this agreement, by counsel of
4 their own choosing; and both of the parties hereto have read this
5 agreement and are fully aware of and agree with its contents.

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

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

26 G. Capital Gains Taxes: Each of the parties shall be
27 responsible for his/her own capital gains taxes, including
28 interest, deficiencies, and penalties, should any be incurred in

1 the transfer or property pursuant to this Property Settlement
2 Agreement.

3 H. The parties further agree that they have made a
4 complete disclosure of all assets and liabilities, and of the
5 values of all properties described herein, both community and
6 otherwise. Should any obligation be found to exist other than
7 those disclosed by the parties to each other, then the obligation
8 shall be the sole responsibility of the party incurring the
9 obligation, and the party incurring the obligation agrees to hold
10 the other harmless and to indemnify same against any claim in
11 accordance therewith. Should either party have failed, neglected
12 or refused to disclose any community asset which may hereafter be
13 disclosed or discovered, that asset shall be divided equally,
14 with the party at fault being required to pay the other a
15 reasonable attorney's fee plus any costs incurred in processing
16 an action to force division of the same.

17 I. This agreement shall be binding upon and shall inure
18 to the benefit of the heirs, estates, executors, administrators
19 and assigns of the parties hereto.

20 II. PROPERTY

21 A. Residence: Husband shall quitclaim to Wife all of his
22 right, title and interest in the marital residence located at
23 1307 Yellow Jacket Lane, Gardnerville, Nevada, including all
24 major appliances existing therein. Wife shall be solely
25 responsible for and hold Husband harmless from payment on the
26 outstanding encumbrance on said property. Wife shall also be
27 solely responsible for taxes, insurance, and all costs of
28 maintenance thereon.

1 B. Financial Assets: Wife shall receive as her sole and
2 separate property, FIVE THOUSAND DOLLARS (\$5,000.00) cash.

3 Wife hereby transfers, conveys, waives, and/or
4 relinquishes all her right, title and interest in the following
5 financial assets or accounts which Husband shall receive as his
6 sole and separate property.

- 7 1. Wife waives all rights to any
8 retirement funds accumulated on
9 behalf of Husband through his
10 employment with Harvey's Resort
11 Hotel Casino of Stateline, Nevada.
- 12 2. Husband's IRA.
- 13 3. Wife's IRA with Putnam Fiduciary
14 Trust Company.
- 15 4. The Dean Whitter account.
- 16 5. The SIFE Trust Fund.
- 17 6. The balance of the cashier's check
18 with Nevada Banking Company after
19 deducting \$5,000.00 cash to Wife
20 as stated above.

21 C. Vehicles: Wife shall receive as her sole and separate
22 property the 1987 Plymouth Colt. Husband shall receive as his
23 sole and separate property the 1983 Honda four door.

24 D. Except as otherwise provided for herein, each of the
25 parties shall be entitled to keep and retain as his or her
26 separate property, all of his or her clothing, jewelry, wearing
27 apparel and articles of personal property; and each party hereby
28 assigns, transfers, relinquishes and surrenders to the other any

1 and all of his or her right, title and interest, of every kind
2 and character, in and to any and all such property belonging to
3 the other.

4 E. With the exception of a contrary expression herein
5 each party shall retain all of his or her retirement benefits and
6 social security benefits which have been earned or accrued prior
7 to the date of this agreement. Specifically, the Wife waives all
8 rights to any retirement funds accumulated on behalf of the
9 Husband through his employment.

10 F. The parties hereby agree and stipulate that all
11 savings accounts, checking accounts, monies, furniture,
12 appliances and all other personal property not otherwise disposed
13 of by this agreement have already been divided between Husband
14 and Wife to the complete satisfaction of each party.

15 G. Property, both real and personal, not specifically
16 referred to in this agreement shall be deemed to be the property
17 of the party in possession thereof.

18 III. COMMUNITY OBLIGATIONS

19 A. Wife agrees that she shall assume and pay and hold
20 Husband harmless from all debts incurred by her from and after
21 the date of execution of this agreement. Husband agrees that he
22 shall assume and pay and hold Wife harmless from all debts
23 incurred by him from and after the date of execution of this
24 agreement.

25 B. Husband and Wife mutually agree that neither party
26 shall hereafter incur any indebtedness chargeable against the
27 other or his or her estate, from and after the date of this
28 agreement, nor contract any debt or obligation in the name of the

1 other, and each party agrees to indemnify and hold the other
2 harmless from and against any such indebtedness or obligation
3 incurred or created by such indemnifying party. Each of the
4 parties hereto warrants to the other that he or she has not
5 incurred any undisclosed liability or obligation in which the
6 other party is or may become liable.

7 C. Obligations: Wife shall be solely responsible,
8 holding Husband harmless thereon on the following obligations.

- 9 1. The balance owing Dr. Bemberling.
- 10 2. The line of credit with Nevada
11 Banking Company in the approximate
12 amount of \$2,471.00.
- 13 3. The J.C. Penneys account #766-504-447-0.
- 14 4. The Spiegel account #49-0583-747-4.
- 15 5. The Mervyn's account #52121037.

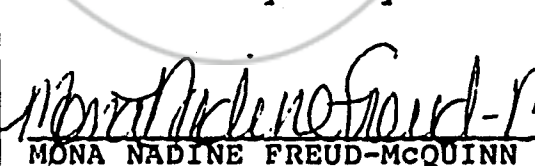
16 The parties acknowledge that there are no other
17 outstanding community indebtedness.

18 D. Each party agrees to cease using any existing credit
19 cards issued to Husband Wife jointly and to secure new credit
20 cards in his or her name as soon as reasonably practical.

21 IV. SPOUSAL SUPPORT

22 The parties each waive any right to spousal support.

23 IN WITNESS WHEREOF, the parties have hereunto set their
24 hands the day and year above written.

25
26 
27 MONA NADINE FREUD-MCQUINN

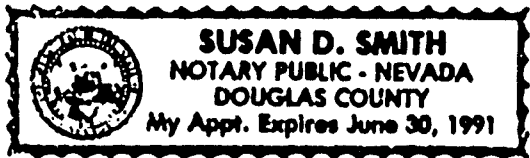
28 
CHRIS ALAN MCQUINN

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1 STATE OF NEVADA)
2) ss.
3 COUNTY OF DOUGLAS)

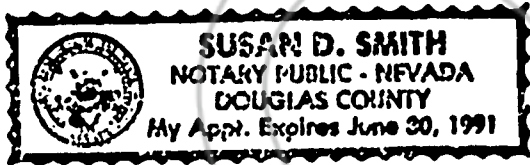
4 On this 4th day of April, ¹⁹⁹¹ 1990, before me, a
5 Notary Public, in and for said county and state, personally
6 appeared CHRIS ALAN McQUINN, who acknowledged that he executed
7 the above instrument.



Susan D. Smith
NOTARY PUBLIC

10 STATE OF NEVADA)
11) ss.
12 COUNTY OF DOUGLAS)

13 On this 25th day of March, 1990, before me, a
14 Notary Public, in and for said county and state, personally
15 appeared MONA NADINE FREUD-McQUINN, who acknowledged that she
16 executed the above instrument.



Susan D. Smith
NOTARY PUBLIC

26 REQUESTED BY
Jonathan Krom
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

27 '91 APR 11 P2:05

28 SUZANNE BEAUDRILAU
RECORDER
\$15.00 PAID Bh DEPUTY

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