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✓ Wilson Escrow
P.O. Box 884
Reno NV 89504

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Case No. 10840

NO. _____

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YVONNE FERNARD
CLERK

BYD. KINCADE... DEPUTY

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

BERYL D. RASMUSSEN,
Plaintiff,
vs.
DALE RASMUSSEN,
Defendant.

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECREE OF DIVORCE

[Handwritten signature]

BE IT REMEMBERED, that this case came on regularly for trial this date before the above Court. Plaintiff was present in person and represented by her attorney, BRENT T. KOLVET, ESQ., the Defendant was not present in Court but was represented by his attorney, JOHN SHEEHAN, ESQ. Certain evidence was adduced by the Plaintiff and the Plaintiff was sworn, and examined in her own behalf whereupon the Plaintiff rested, and there being nothing offered on the part of the Defendant, the case was submitted to the Court for its decision. The Court then and there rendered its decision in favor of the Plaintiff against the Defendant, and makes these Findings of Fact and Conclusions of Law from the evidence as follows:

FINDINGS OF FACT

1. That the Plaintiff is now, and, for more than six (6) weeks preceding the commencement of this action, has been an actual bona fide resident of, and has been physically present and domiciled in the State of Nevada, and now resides

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1 and is domiciled therein, and during all of said period of
2 time, Plaintiff has had and still has the intention to make
3 said State of Nevada her permanent home, residence and domicile
4 for an indefinite period of time.

5 2. That Plaintiff and Defendant were married on or
6 about the 6th day of November, 1961, in Gardnerville, Douglas
7 County, Nevada, and ever since that date have been and now are
8 husband and wife.

9 3. That there are no minor children born the issue of
10 this marriage.

11 4. That all community property and other property
12 rights of the Plaintiff and Defendant, and all rights and
13 obligations arising out of the marital relationship have been
14 settled by an agreement in writing entered into evidence herein
15 as Exhibit 1, made and entered into between the Plaintiff and
16 Defendant under the date of August 29, 1980, and that said
17 agreement is fair, just and equitable.

18 5. That all the allegations of Paragraph VI of
19 Plaintiff's Complaint are true and that the parties have been
20 and presently are incompatible in their marriage.

21 CONCLUSIONS OF LAW

22 1. That Plaintiff is entitled to the judgment and
23 decree of this Court for an absolute divorce from the
24 Defendant on the ground of incompatibility.

25 2. That the agreement of the parties, made and
26 entered into under the date of August 29, 1980, and words and
27 figures of Exhibit 1, introduced into evidence, should be,
28 by the Court, ratified, approved, adopted, confirmed and made
29 a part of any Decree herein, as if the same were set out
30 herein in haec verba, and the parties are ordered and directed
31 to comply therewith and to execute the terms thereof; and
32 that each of the parties should have judgment against the other

1 according to the terms of said agreement.

2 LET JUDGMENT BE ENTERED ACCORDINGLY.

3 DECREE OF DIVORCE

4 NOW, THEREFORE, in consideration of the premises and
5 in conformity with said decision, Findings of Fact, Conclusions
6 of Law,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

8 1. That the agreement of the parties made and entered
9 into under the date of August 29, 1980, and the words and
10 figures of Exhibit 1, introduced into evidence, be, and the
11 same hereby is, ratified, approved, adopted, confirmed,
12 incorporated and made a part of this Decree as if the same were
13 set out herein in haec verba, and the parties are hereby
14 ordered and directed to comply therewith and to execute the
15 terms thereof.

16 2. That the Plaintiff be, and she hereby is granted a
17 Decree of Divorce from Defendant, on the ground of
18 incompatibility, the same being final and absolute in form,
19 force and effect, the law of the State of Nevada providing
20 no interlocutory period or conditions or restrictions on
21 remarriage; and that the bonds of matrimony now and heretofore
22 existing between Plaintiff and Defendant are fully,
23 completely and forever dissolved and that Plaintiff and
24 Defendant are both, and each hereby is, restored to the
25 status of an unmarried person.

26 DONE this 2nd day of September, 1980.

27
28 *Howard D. McFadden*
DISTRICT JUDGE

29 CERTIFIED COPY

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

DATE: September 2, 1980
Bernard J. Smith Clerk of the District Court
of the State of Nevada, in and for the County of Douglas
By Jinda J. McAllister Deputy



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1 2. Interest in Future Earnings and Acquisition: Except
2 as otherwise provided in this agreement, husband and wife agree
3 that each shall henceforth own and hold property received by him
4 or her respectively, by the terms hereof, and likewise all
5 property, salaries, earnings, benefits, pensions and receipts
6 hereafter acquired or received by each of them, regardless of
7 when and who earned, respectively, as his or her sole and separate
8 property, as the case may be, free from any claim of the other or
9 any creditor of the other, by reason of the community property
10 laws of the State of Nevada, or by reason of any other law or fact.

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

22 4. Independent Counsel: The parties hereto stipulate
23 that each party has had the opportunity to be represented in
24 negotiations or and in preparation of this agreement, by a counsel
25 of their own choosing; that both of the parties hereto have read
26 this agreement and are fully aware of its contents.

27 5. Finality of Agreement: This agreement is entire.
28 We cannot alter, amend, or modify it, except by an instrument in
29 writing, except as otherwise provided herein, executed by both
30 of us. It includes all representations of every kind and nature
31 made by each of us to the other. In the event, however, that
32 either of the parties hereto shall secure a decree of divorce

1 against the other, this agreement shall be submitted to the Court
2 for its approval and, if so approved, shall be incorporated into
3 and become a part of any final decree of divorce which may here-
4 after be granted to either of the parties.

5 6. Applicable Law: This agreement is entered into in
6 the State of Nevada and shall be construed and interpreted under
7 and in accordance with the laws of the State of Nevada.

8 II. PROPERTY

9 The following is a list of all the community property
10 and assets owned by the parties:

11 1. 1980 Ford Pickup Truck bearing vehicle identification
12 number F26ZRHD0425, State of Nevada.

13 2. 1980 Travel Trailer bearing vehicle identification
14 number 303093, State of Nevada.

15 3. Promissory Note and Deed of Trust executed by
16 Murray G. Alstott bearing the date of January 18, 1980.

17 4. Savings account in the approximate amount of
18 \$11,000.00.

19 5. Savings Bonds in the approximate amount of \$600.00.

20 6. Items of clothing, jewelry and personal adornment.

21 7. Retirement benefits accrued by the husband by virtue
22 of his employment with the State of Nevada.

23 8. Retirement benefits accrued by the wife by virtue
24 of her employment with the State of Nevada.

25 The husband shall have as his sole and separate property:

26 1. 1980 Ford Pickup Truck bearing vehicle identification
27 number F26ZRHD0425, State of Nevada.

28 2. 1980 Travel Trailer bearing vehicle identification
29 number 303093, State of Nevada.

30 3. One-half of the savings bonds in the approximate
31 amount of \$600.00.

32 4. Retirement benefits accrued by the husband by virtue

1 of his employment with the State of Nevada. Should husband
2 predecease wife, the wife shall succeed to any and all retirement
3 benefits then remaining and shall be the beneficiary of the same.

4 5. Items of clothing, jewelry and personal adornment in
5 his possession.

6 6. Wife shall deliver to husband his birth certificate
7 and military discharge papers. Wife shall transfer any interest
8 in the truck and trailer to husband.

9 The wife shall have as her sole and separate property
10 the following:

11 1. Promissory Note and Deed of Trust executed by
12 Murray G. Alstott bearing the date of January 18, 1980.

13 2. Savings account in the approximate amount of
14 \$11,000.00.

15 3. One-half of the savings bonds in the approximate
16 amount of \$600.00.

17 4. Retirement benefits accrued by the wife by virtue
18 of her employment with the State of Nevada.

19 5. Items of clothing, jewelry and personal adornment in
20 her possession.

21 6. Any and all retirement benefits remaining upon the
22 death of husband if the husband predeceases wife.

23 III. DEBTS AND OBLIGATIONS

24 1. It is agreed that husband and wife will indemnify
25 and hold the other harmless from and against any indebtedness or
26 obligation incidental to any of the property which is set aside
27 to either of them by virtue of this agreement.

28 2. Neither party shall incur any indebtedness chargeable
29 against the other or his or her estate from and after the date of
30 execution of this agreement nor contract any debt or obligation
31 in the name of the other; and each party agrees to indemnify and
32 hold the other harmless from and against any such indebtedness or

1 obligation incurred or created by such indemnifying party. Each
2 of the parties hereto warrants to the other that he or she has
3 not incurred any liability or obligation in which the other is or
4 may become liable.

5 IN WITNESS WHEREOF, the parties have hereunto set their
6 hands and seals the 29th day of August, 1980.

9 HUSBAND:

WIFE:

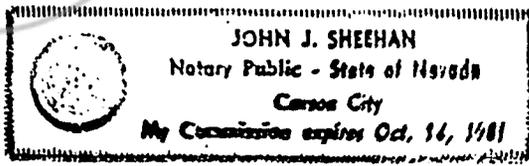
12 Dale G. Rasmussen
13 Dale G. Rasmussen

12 Beryl D. Rasmussen
13 Beryl D. Rasmussen

14 STATE OF NEVADA)
15 : ss.
16 COUNTY OF DOUGLAS)

17 On August 27, 1980, personally appeared before
18 me a Notary Public, DALE G. RASMUSSEN, who acknowledged that he
19 executed the above instrument.

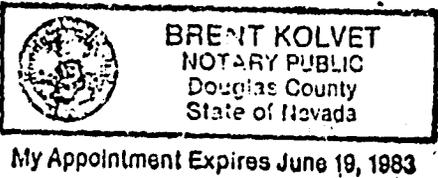
20 John J. Sheehan
21 NOTARY PUBLIC



24 STATE OF NEVADA)
25 : ss.
26 COUNTY OF DOUGLAS)

27 On August 29, 1980, personally appeared before
28 me a Notary Public, BERYL D. RASMUSSEN, who acknowledged that she
29 executed the above instrument.

30 Brent Kolvet
31 NOTARY PUBLIC



COPY

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: Aug 13, 1991

B. Reed Clerk of the 7th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By J. Daley Deputy

REQUESTED BY
Wilson Escrow
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

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