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RECORDING REQUESTED BY:

STEVEN C. DIMICK
MOORE & DIMICK
20880 REDWOOD ROAD
CASTRO VALLEY, CA 94546

WHEN RECORDED MAIL TO:

MOORE & DIMICK
20880 REDWOOD ROAD
CASTRO VALLEY, CA 94546 ✓

THIS SPACE FOR RECORDER'S USE ONLY

FILED IN DEPARTMENT OF REVENUE

TITLE OF DOCUMENT

JUDGEMENT OF DISSOLUTION

356863

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): 90947
STEVEN C. DIMICK
MOORE & DIMICK
20880 Redwood Road
Castro Valley, Calif. 94546
TELEPHONE NO.: (510) 537-6200
ATTORNEY FOR (Name): RAYMOND E. O'LOAN

FOR COURT USE ONLY

**ENDORSED
FILED
ALAMEDA COUNTY**

FEB 24 1995

**CLERK OF THE SUPERIOR COURT
By Janice Bauman**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 24405 Amador Street
MAILING ADDRESS: P.O. Box 3038
CITY AND ZIP CODE: Hayward, Calif. 94540-3038
BRANCH NAME: SOUTHERN DIVISION

MARRIAGE OF
PETITIONER RAYMOND E. O'LOAN
RESPONDENT MARY A. O'LOAN

JUDGMENT
 Dissolution Legal separation Nullity
 Status only
 Reserving jurisdiction over termination of marital status
Date marital status ends: Date judgment entered

CASE NUMBER:
H-173536-9
FEB 24 1995

1. This proceeding was heard as follows: default or uncontested by declaration under Civil Code, § 4511 contested
a. Date: **FEB 24 1995** Dept.: *JV* Rm.:

b. Judge (name): **BARBARA MILLER** Temporary judge

c. Petitioner present in court Attorney present in court (name):

d. Respondent present in court Attorney present in court (name):

e. Claimant present in court (name): Attorney present in court (name):

2. The court acquired jurisdiction of the respondent on (date): Jan. 7, 1994

Respondent was served with process. Respondent appeared.

3. THE COURT ORDERS, GOOD CAUSE APPEARING:

a. Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons

(1) on the following date (specify): date judgment entered **FEB 24 1995**

(2) on a date to be determined on noticed motion of either party or on stipulation.

b. Judgment of legal separation be entered.

c. Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify):

d. Wife's former name be restored (specify):

e. This judgment shall be entered nunc pro tunc as of (date):

f. Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.

g. Other (specify): See Attached

h. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: _____ JUDGE OF THE SUPERIOR COURT

4. Number of additional pages attached: 10 Signature follows last attachment

NOTICE

Please review your will, insurance policies, retirement benefit plans, credit, cards, other credit accounts and credit reports, and other matters you may want to change in view of the dissolution or annulment of your marriage, or your legal separation.

A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

THE COURT FURTHER ORDERS AS FOLLOWS:

1. Marital Settlement Agreement. That certain Marital Settlement Agreement between the parties, the original of which is on file with this Court and a true copy of which is attached hereto, is hereby incorporated into this Judgment and made the order of this Court.

2. Petitioner's Property. The following property is confirmed as the sole and separate property of petitioner and awarded to him as such:

A. Personal effects in his possession as of the date of this Judgment;

B. Bank accounts in his name as of the date of this Judgment;

C. Household furniture and furnishings in his possession as of the date of this Judgment;

D. Mutual of Omaha investment, consisting of the following accounts: Growth Fund, No. 32048-9; Money Market Account, No. 138517-7; Income Fund, No. 720801-2 (Petitioner's IRA account); Income Fund, No. 744662-5 (Petitioner's Keough account), and Tax-Free Income, No. 929221-7;

E. Petitioner's pension and/or retirement plan with Mutual of Omaha;

F. Real property commonly known as 25505 Compton Court, No. 101, Hayward, Alameda County, California, and more particularly described as appears on Exhibit "A" hereto; the court finds such property has been held in joint tenancy for convenience only;

G. Timeshare at Tahoe Ridge, more particularly described as appears on Exhibit "B" hereto; the court finds such property has been held in joint tenancy for convenience only;

H. 1988 Chrysler LeBaron automobile, Lic. No. 2JMN453.

3. Respondent's Property. The following property is confirmed as the sole and separate property of respondent and awarded to her as such:

A. Personal effects in her possession as of the date of this Judgment;

B. Bank accounts held for her in trust by petitioner as of the date of this Judgment.

4. Spousal Support. Neither party hereto is awarded spousal support from the other party and the Court reserves no jurisdiction to make an award of spousal support in the future.

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5. Reservation of Jurisdiction. Any property not disclosed and divided by this Judgment or by the Marital Settlement Agreement attached hereto and incorporated herein shall continue to be subject to the jurisdiction of the court and the court specifically reserves jurisdiction over said property. Either party may, by notice of motion, request the court in this action to resolve any disputes regarding any property not listed and divided herein, including, but not limited to, characterizing said property as separate or community property, valuing said property and disposing of said property in accordance with the Family Law Act. The reservation of jurisdiction over said omitted or undisposed property shall be construed in the most broad and liberal manner possible.

Dated: FEB 24 1995

BARBARA MILLER
JUDGE OF THE SUPERIOR COURT

PRO TEM JUDGE OF THE SUPERIOR COURT
Dated: 10/4/94

Dated: 7-13-94

Raymond E. O'Loan
RAYMOND E. O'LOAN
Petitioner

X Dennis M. Creely
DENNIS CREEELY, Guardian ad
Litem for Respondent, MARY
A. O'LOAN

Dated: 10/4/94

Dated: 7/23/94

Steven C. Dimick
STEVEN C. DIMICK
Attorney for Petitioner

Raymond G. Wright
RAYMOND G. WRIGHT
Attorney for Respondent

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made between RAYMOND E. O'LOAN, hereinafter referred to as the "Husband," and MARY A. O'LOAN, through her guardian ad litem, DENNIS CREELY, hereinafter referred to as the "Wife."

I. RECITALS

1. The parties were married on January 10, 1966, and ever since have been and now are husband and wife.

2. The parties have no children of their marriage.

3. Irreconcilable differences have arisen between the parties, as a result of which they separated and ceased to live together as husband and wife on November 1, 1993, which is twenty-seven (27) years and ten (10) months from the date of their marriage. They are now agreed and intend to live apart permanently.

4. An action for dissolution of the marriage of the parties is now pending in the Superior Court of the State of California in and for the County of Alameda, Case No. H-173536-9, wherein Husband is the petitioner and Wife is the respondent.

5. Husband is presently in good health. Wife suffers from advanced Alzheimer's Disease and is currently a resident of St. Anthony Convalescent Hospital in Hayward, California, and is receiving public benefits through Medi-Cal.

6. The purposes of this Agreement are to effect a complete and final settlement, with reference to each other of the following:

A. All of the respective property rights of the parties;

B. The obligations of each party for the support of the other; and

C. All present, past and future claims of any kind that either may have

against the other, except as otherwise provided for herein.

II. PROPERTY DIVISION

1. We agree that the following items of property are and have been the sole and separate property of Husband and shall be confirmed to him as such:

- A. Personal effects in his possession as of the date of this Agreement;
- B. Bank accounts in his name as of the date of this Agreement;
- C. Household furniture and furnishings in his possession as of the date of this Agreement;
- D. Mutual of Omaha investment, consisting of the following accounts: Growth Fund, No. 32048-9; Money Market Account, No. 138517-7; Income Fund, No. 720801-2 (Husband's IRA account); Income Fund, No. 744662-5 (Husband's Keough account), and Tax-Free Income, No. 929221-7;
- E. Husband's pension and/or retirement plan with Mutual of Omaha;
- F. Real property commonly known as 25505 Compton Court, No. 101, Hayward, Alameda County, California, and more particularly described as appears on Exhibit "A" hereto, title to which has been held in joint tenancy for convenience only;
- G. Timeshare at Tahoe Ridge, more particularly described as appears on Exhibit "B" hereto, title to which has been held in joint tenancy for convenience only;
- H. 1988 Chrysler LeBaron automobile, Lic. No. 2JMN453.

Wife assigns to Husband all of her right, title and interest in and to the property given to Husband and agrees that such property is the separate property of Husband.

2. We agree that the following items of property shall be confirmed to the Wife as her sole and separate property:

- A. Personal effects in her possession as of the date of this Agreement;
- B. Bank accounts held for her in trust by Husband as of the date of this Agreement.

Husband assigns to Wife all of his right, title and interest in and to the property given to Wife and agrees that such property is the Wife's separate property.

3. All property transferred hereunder is transferred subject to all existing encumbrances and liens thereon. The transferee of such property agrees to indemnify and

hold the other party free and harmless from any claim or liability that the other party may suffer or may be required to pay on account of such encumbrances or liens.

4. All insurance on the property being transferred hereunder is assigned to the party receiving such property. Thereafter, each party shall be responsible for arranging for any insurance coverage for any of the property received under this Agreement.

5. All income, earnings, or other property received or acquired by either party to this agreement on or after November 1, 1993, shall be the sole and separate property of the receiving or acquiring party. Each party, as of the effective date of this agreement, does hereby and forever waive, release, and relinquish all right, title and interest in all such income, earnings or other property so received or acquired by the other.

6. The parties agree that this Agreement effects an equal division of their community property.

7. Each party hereby warrants to the other that all community property of which he or she has any knowledge has been listed in this Agreement and that neither he nor she is possessed of or entitled to any community property of any kind or description which has not been disposed of or agreed to be disposed of by this Agreement.

8. Each party hereto does hereby waive any and all rights to inherit in the estate of the other at his or her death, to take property from the other by devise or bequest unless under a will executed subsequent to the date hereof, to claim any family allowance, to prove a homestead, to act as administrator or administratrix of the estate of the other, except as the nominee of another person legally entitled to said right, or to act as executor or executrix under the will of the other unless under a will executed subsequent to the date hereof.

III. DIVISION OF DEBTS AND OBLIGATIONS

1. Each party hereby warrants to the other that he or she has not incurred any debt liability or obligation as to which the other is, or may be, liable, other than obligations

listed below. The parties further agree that all liabilities and obligations hereafter incurred by either party shall be the obligation of the party incurring said liabilities and obligations and, except as otherwise provided herein, each party releases the other from any and all liabilities, debts or obligations that have been or will be incurred, and each party shall indemnify and hold the other harmless therefrom. Further, each party hereby covenants and agrees that if any claim, action, or proceeding shall hereafter be brought seeking to hold the other party liable on account of any such debt, liability or obligation, he or she will at his or her sole expense defend the other against any such claim or demand, or threat thereof, whether or not well founded, and hold the other harmless therefrom, together with reasonable attorney's fees and costs in connection with any defense there against.

IV. SPOUSAL SUPPORT

1. Each party hereto waives any right that he or she may have to seek an order for or to receive spousal support from the other party. Each party has been informed and hereby acknowledges that he or she is aware that this waiver of spousal support is irrevocable and that no court will have any jurisdiction or authority to make any award of spousal support to either party in the future.

V. INCOME TAX RETURNS

1. For the calendar year 1994 and thereafter, each party shall prepare his or her own income tax returns and be separately responsible with respect thereto, except as they may otherwise mutually agree to the contrary and are permitted by law to do so.

VI. GENERAL PROVISIONS

1. Each party agrees, on demand of the other, to execute or deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

2. This Agreement, except as otherwise expressly provided herein, shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors,

administrators , successors and assigns of the parties.

3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

4. The parties may not alter, amend or modify this Agreement except by an instrument in writing executed by both of them.

5. By this Agreement, Husband and Wife intend to settle all rights and obligations between them, including all aspects of their marital rights and obligations. Except as otherwise expressly provided in this Agreement, each of them releases the other from all liabilities, debts, and obligations of every kind, whether previously or hereafter incurred, including both personal obligations and encumbrances on the other's property, and including all obligations of mutual support.

6. Each party has been represented by an independent attorney, who was selected by the party represented, in the negotiation and preparation of this Agreement. This Agreement has been fully explained to each party by that party's attorney. Each party has carefully read this Agreement and is completely aware not only of its contents but also of its legal effect.]]

7. If any legal action should ensue between the parties to enforce this Agreement, or involving any question arising out of, pertaining to or involving this Agreement, the prevailing party therein shall be entitled to judgment for his or her attorney's fees therein, in addition to all other rights to which he or she may be entitled in said action.

VII. EFFECTIVE DATE AND COURT ACTION

1. This Agreement shall be effective on the date of its execution by both parties and their attorneys.

2. If a judgment of dissolution of marriage is obtained by either party, this Agreement shall be incorporated therein as a part of the judgment for the purpose of

merging with and becoming an operative part of the judgment. The parties agree that the court shall be requested to approve the agreement as fair and equitable and to order each of them to comply with all of its provisions. Each party hereto waives all rights of appeal from any judgment entered based on this Agreement, and waives any right to a Statement of Decision by the Court herein.

Dated: 6/21/94

Raymond E. O'Loan
RAYMOND E. O'LOAN, Husband

Dated: 6/29/94

X Dennis M. Creely
MARY A. O'LOAN, Wife,
by DENNIS CREELY, her Guardian
ad Litem

APPROVED AS TO FORM AND CONTENT:

Steven C. Dimick
STEVEN C. DIMICK
Attorney for Husband/Petitioner

Raymond G. Wright
RAYMOND G. WRIGHT
Attorney for Wife/Respondent

A separate interest in Unit No. 33, as shown on the Condominium Plan (the "Plan") attached as Exhibit "A" to the "Newporte Condominium Enabling Declaraton Establishing a Plan for Condominium Ownership (the "Declaration") recorded February 1, 1989, Series No. 89-026843, Alameda County Records and amended by "First Amendment to Newporte Condominium Enabling Declaration", recorded October 27, 1989, Series No. 89-291465, Alameda County Records, and an undivided .115% interest as a tenant in common in the Condominium Common Area of the Condominium Building in which the unit is located as described in the Plan and the Declaration, which condominium is located on the real property described on the Mapentitled "Tract No. 5673" (the "Map") recorded on August 15, 1988, Map Book 177, Pages 80 to 81, Alameda County Records.

EXCEPTING THEREFROM AND RESERVING EASEMENTS as defined in the Declaration.

FURTHER EXCEPTING THEREFROM all numbered condominium units shown on the Plan and descibed in the Declaration other than the unit conveyed as Parcel One above, and those portions of the "Restricted Common Area" as defined in the Declaration and/or showw on the Plan which are set aside and allocated for the exclusive use of the owners of condominium other than the condominium described hreein as Parcel One.

PARCEL TWO:

The exclusive right to use the appurtenant "Restricted Common Area" set aside and allocated for the exclusive use of the owner of the Condominium described as Parcel One above, as described in the Declaration and as shown on the Plan.

Assessors Parcel No. 443-80-50

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TIMESHARE ESTATE COMPRISED OF:

PARCEL ONE:

- An undivided 1/51st interest in and to that certain condominium as follows:
- (A) An undivided 1/38th interest as tenants-in-common, in and to Lot 34 of Tahoe Village Unit No. 3 as shown on the Eighth Amended Map, recorded as Document No. 156903 of Official Records of Douglas County, State of Nevada. Except therefrom Units 001 to 038 as shown and defined on that certain Condominium Plan recorded June 22, 1987 as Document No. 156903 of Official Records of Douglas County, State of Nevada.
- (B) Unit No. 011 as shown and defined on said Condominium Plan.

PARCEL TWO:

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173, Page 229 of Official Records and in the modifications thereof recorded September 28, 1973, as Document No. 69063 in Book 973, Page 812 of Official Records and recorded July 2, 1976 as Document No. 1472 in Book 776, Page 87 of Official Records.

PARCEL THREE:

A non-exclusive easement for ingress and egress and recreational purposes and for the use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - Seventh Amended Map, recorded April 9, 1986 as Document No. 133178 of Official Records of Douglas County, State of Nevada for all those purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, State of Nevada.

PARCEL FOUR:

- (A) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, - and -
- (B) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as Document No. 133178 of Official records, Douglas County, State of Nevada.

PARCEL FIVE:

The exclusive right to use a unit of the same Unit Type as described in the Amended Declaration of Annexation of Phase Three Establishing Phase Four, recorded on June 22, 1987, as Document No. 156904 of Official Records of Douglas County, in which an interest is hereby conveyed in subparagraph (B) of Parcel One, and the non-exclusive right to use the real property referred to in subparagraph (A) of Parcel One and Parcels Two, Three and Four above for all of the purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, during ONE use week within the "PRIME season", as said quoted term is defined in the Amended Declaration of Annexation of Phase Three Establishing Phase Four.

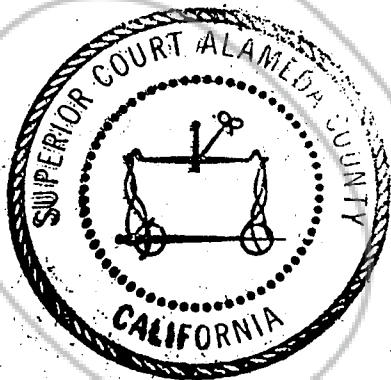
The above described exclusive rights may be applied to any available unit of the same Unit Type on Lot 34 during said use week within said "use season".

A Portion of APN 42-261- 11

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: FEB 24 1995

RONALD G. OVERHOLT
Executive Officer/Clerk of the Superior Court,
State of California, County of Alameda.
BY: [Signature] DEPUTY



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REQUESTED BY
Magre + Dimick
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 FEB 27 AM 1:32

LINDA SLATER
RECORDER
\$ 19.00 PAID [Signature] DEPUTY

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