

13
AFTER RECORDING, PLEASE RETURN TO:
✓ JAMES LEMAIRE
704 HOT SPRINGS RD #7
CARSON CITY, NV 89706

97-DI-06 9

II

FILED

PROPERTY SETTLEMENT AGREEMENT

'97 JUN 19 P1:00

JUN 19 1997

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3 THIS AGREEMENT, made and entered into this 19th day of
4 JUNE, 1997, by and between JEANNE MARIE IBEN,
5 hereinafter "WIFE", and JAMES MALLON LEMAIRE, hereinafter
6 "HUSBAND".

7 WITNESSETH

8 WHEREAS, the parties hereto were lawfully married on June 3,
9 1995, in the City of Stateline, in the County of Douglas, State of
10 Nevada, and that ever since that day, and still are, husband and
11 wife; and,

12 WHEREAS, differences of opinion as to the duties and
13 responsibilities of each party to the marriage have arisen, as a
14 result of which the parties have determined they are incompatible;
15 and

16 WHEREAS, it is the mutual wish and desire of the parties that
17 a full and final adjustment of all their property rights,
18 interests, claims and obligations be had, settled, and determined
19 by said parties, and by the terms of this Agreement;

20 NOW, THEREFORE, IT IS AGREED that in consideration of the
21 mutual promises, agreements, and covenants contained herein and
22 for good and valuable consideration, the parties hereto agree as
23 follows:

24 1. It shall be lawful for each of the parties hereto, and at
25 all times hereafter, to live separate and apart from each other
26 and each may reside in such place or places as each may desire or

27 EXHIBIT A

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1 decide.

2 2. That each party hereto may carry on such trade, business,
3 or profession as each may from time to time choose, and all
4 incomes and receipts therefrom shall be the separate property of
5 each and not subject to the claims or demands of the other in any
6 way.

7 3. That the parties hereto agree that this Agreement effects
8 an equal and equitable division of their community property,
9 debts, and obligation; and that this instrument shall be a good
10 and sufficient bill of sale between the parties conveying and
11 transferring to each of them respectively the said property to be
12 owned by each of them as hereinafter provided:

13 (A) WIFE shall receive as her sole and separate
14 property the following real property: 1.159 acre lot located at
15 2717 Esaw, Parcel No. 21-260-33; and Timeshare at Worldmark - The
16 Club, 6000 credits, Escrow No. E-20117, File No. 05-6939.

17 (B) HUSBAND shall receive as his sole and separate
18 property the following real property: House and property located
19 at 618 Long Valley Road, Parcel No. 29-365-02, Gardnerville,
20 Nevada; and any and all real property acquired prior to marriage.
21 That HUSBAND agrees that WIFE shall reside at 618 Long Valley
22 Road, Gardnerville, Nevada, for up to THIRTY-SIX (36) months from
23 the time of divorce and that WIFE shall compensate HUSBAND as
24 outlined in Item 7(A) herein.

25 4. That any and all personal property not otherwise
26 mentioned herein, currently in the possession of the HUSBAND and
27

1 WIFE, is the sole and separate property of said party.

2 5. That any and all gifts given to any family member during
3 the marriage shall be and are that family member's sole and
4 separate property and are not a part of this Agreement.

5 6. That neither HUSBAND nor WIFE shall owe, nor is HUSBAND
6 nor WIFE entitled to receive, alimony or spousal support from the
7 other and each hereby waives any claim that spousal support might
8 be due or is due from the other.

9 7. That community debts shall be divided as follows:

10 (A) WIFE shall be responsible for monthly mortgage
11 payable to Hedlands Mortgage, approximately EIGHT HUNDRED FORTY
12 DOLLARS (\$840.00) per month for a period of up to THIRTY-SIX (36)
13 months or as long as she resides at 618 Long Valley Road,
14 Gardnerville, Nevada; and for any and all credit cards held in her
15 name.

16 (B) HUSBAND shall be responsible for any and all credit
17 cards held in his name. That as and for WIFE's portion of equity
18 in community real property, HUSBAND agrees to pay to WIFE the sum
19 of FIVE THOUSAND DOLLARS (\$5,000.00) within six months from the
20 date of divorce.

21 8. That this Agreement shall not in any way be changed by
22 any Decree of Divorce hereafter made between the parties hereto,
23 except as otherwise provided by law. If any such Decree shall
24 ever be made and entered into, this Agreement shall be introduced
25 into evidence and incorporated therein, and the Court shall be
26 requested to approve this Agreement as fair and equitable and
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1 order the parties to comply with all of its provisions.

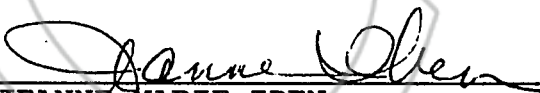
2 9. This Agreement is expressly accepted by each party in
3 full satisfaction and settlement for any and all claims and
4 demands for support, maintenance, alimony, costs, and other claim
5 or cause of action arising out of the parties' relationship as
6 Husband and Wife, and in full settlement of any and all claims of
7 whatsoever character and however arising against each party.

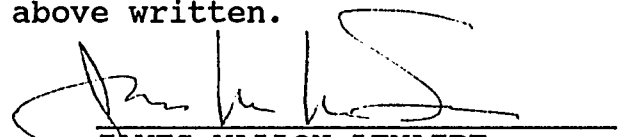
8 10. This Agreement shall not in any manner interfere with the
9 right of either party to hereafter institute or defend any action
10 for divorce.

11 11. The parties hereto agree to execute any and all documents
12 deemed necessary by either party to carry the provisions of this
13 Agreement into full force and effect.

14 12. This Agreement is being entered into with each of the
15 parties having had the opportunity to be represented or advised by
16 his or her respective counsel, and is entered into of the free
17 will and volition of the parties respectively and this Agreement
18 shall bind the heirs, executors, personal representatives,
19 administrators, and assignees of each of the parties herein.

20 IN WITNESS HERETO, the parties hereto have executed this
21 Agreement the day and year first above written.

22 
23 JEANNE MARIE IBEN
24 618 Long Valley Road
25 Gardnerville, Nevada 89410

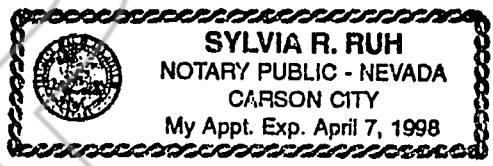
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23 JAMES MALLON LEMAIRE
24 618 Long Valley Road
25 Gardnerville, Nevada 89410

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STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

SUBSCRIBED AND SWORN to before me, this 19th day of
JUNE, 1997, personally appeared before me, a
Notary Public, in and for the State of NEVADA, County of DOUGLAS,
JEANNE MARIE IBEN, proved to me, on the basis of satisfactory
evidence, to be the Wife, and the person described in and who
executed the foregoing Property Settlement Agreement, and duly
acknowledged to me that she executed the same freely and
voluntarily and for the uses and purposes therein mentioned.

Sylvia R. Ruh
NOTARY PUBLIC

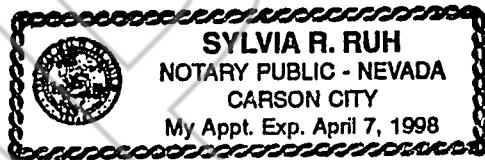


1 STATE OF NEVADA
2 COUNTY OF DOUGLAS

)
) ss.
)

3 SUBSCRIBED AND SWORN to before me, this 19th day of
4 JUNE, 1997, personally appeared before me, a
5 Notary Public, in and for the State of NEVADA, County of DOUGLAS,
6 JAMES MALLON LEMAIRE, proved to me, on the basis of satisfactory
7 evidence, to be the Husband, and the person described in and who
8 executed the foregoing Property Settlement Agreement, and duly
9 acknowledged to me that he executed the same freely and
10 voluntarily and for the uses and purposes therein mentioned.

11 Sylvia R. Ruh
12 NOTARY PUBLIC



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COPY

SEAL

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: 7/16/98
Clerk of the 9th Judicial District Court
of the State of Nevada, In and for the County of Douglas,

By: [Signature] Deputy

REQUESTED BY
James Lemaire
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 JUL 16 P4:38

LINDA SLATER
RECORDER
\$13 PAID ka DEPUTY

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