

1 Case No.

2 Dept. No.

FILED

'99 APR -1 P2:34

AMY HARVEY, CLERK  
BY G. Olson

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5 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
6 **IN AND FOR THE COUNTY OF WASHOE**

7  
8 \* \* \* \* \*

9 WESTERN NEVADA SUPPLY COMPANY,  
10 a Nevada Corporation,

11 Plaintiff,

**CONFESSION OF JUDGMENT**

12 v.

13 JEFF DINGMAN,

14 Defendant.

15 \_\_\_\_\_ /  
16 Pursuant to NRS 17.090 through NRS 17.110, the undersigned hereby confesses  
17 judgment in favor of the above-named Plaintiff.

18 The Plaintiff in this action asserts a claim against Defendant for goods sold and  
19 delivered to Defendant pursuant to agreement and upon Defendant's promise to pay. The  
20 principal sum due, owing and unpaid to Plaintiff is \$25,405.45.

21 By this Confession of Judgment, the parties are effecting their desire to reach a full and  
22 final compromise and settlement of all matters and all causes of action rising out of the facts  
23 and claims set forth herein.

24 A compromise in settlement of the indebtedness has been negotiated between the parties  
25 and is embodied in this Confession of Judgment. The terms of the compromise and settlement  
26 are that Defendant shall pay to Plaintiff the principal sum of \$25,405.45 as follows:

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SEPTEMBER

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1. The sum of \$1,000.00 per month commencing on the first day of August, 1998. and continuing on the first day of each and every month thereafter until this entire Judgment is paid in full.

2. No interest on the principal balance will be charged provided that all payments are made on the date due. If any payment is not made when due, then interest shall be charged and shall immediately accrue on the principal balance of \$25,405.45 at the contract rate of 18% per annum from January 1, 1996 until the entire unpaid principal balance and accrued interest are paid in full.

Save for filing and recordation of this Confession of Judgment, no execution or other process shall issue as long as payments are timely made. However, if any payment is not made when due, then the entire unpaid principal sum and accrued interest shall become immediately due and payable, and execution shall be levied and other process hereunder shall be issued without further notice to Defendant.

Should default be made in payment when due, or should Defendant be or become insolvent or unable to pay his debts as they accrue, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against Defendant or his property, then, upon the happening of any one of such events, the entire principal sum and accrued interest shall become immediately due and payable.

If payment is not made when due and a subsequent action is taken or a separate action is brought to enforce the terms hereof or collection of the acknowledged debt, or if Plaintiff must pursue the claim in bankruptcy, the Defendant agrees to pay reasonable attorney's fees and all costs attendant to such action.



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 pt record in my office.

DATE: APR 1 1999

AMY HARVEY, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By [Signature] Deputy

REQUESTED BY  
Silverman + DeCaria  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'99 APR -2 P2:25

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LINDA SLATER  
RECORDER

\$10 PAID ka DEPUTY

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