

NOTICE: If child support has been ordered in this case, an income assignment will be activated in the event of default in child support.

DISTRICT COURT, MONTROSE COUNTY _____, COLORADO **APR 14 1999**
CASE NO. 98 DR 100 Div/CtRm 4

DECREE OF DISSOLUTION OF MARRIAGE LEGAL SEPARATION

In re the Marriage of: KATHLEEN ANN BLAKE and WILLIAM ARTHUR BLAKE
Petitioner Respondent Co-petitioner

This matter was reviewed by the court on _____ (date)
Petitioner Respondent Co-petitioner
 Appeared in person Signed the non-appearance affidavit Was represented by _____
 Was represented by _____ Signed the non-appearance affidavit
 Did not appear Appeared in Person

The court has examined the record, heard the evidence and statements of _____
 read the affidavit of the parties

and makes the following findings:

- The court has jurisdiction over both parties based upon:
 - The parties filing jointly on _____ (date) Waiver signed on _____ (date)
 - Service on William Arthur Blake (person), on April 1, 1998 (date)
at 16 Village Drive, Placerville, Colorado (place)
 - The court has jurisdiction over in-state property by quasi in rem publication.
 - The court has only subject matter jurisdiction by publication by consolidated notice, or certified mail.
- The Petitioner was domiciled in Colorado for ninety days before this case was filed.
- At least ninety days have passed since service or completion of publication.
- The marriage between the parties is irretrievably broken.
- The separation agreement between the parties
 - which is attached as Exhibit 1
 - which has been read into the record and will be filed by the parties on or before _____
 - which is described on the reverse of this decree
 has been considered by the court and is found not to be unconscionable as to support, maintenance, and division of property.
- The court has entered permanent orders which shall be filed by _____ (date).
- The court finds it is in the best interest of the parties that a decree be entered even though there is no permanent order on this date.
- The provisions regarding custody and parenting time are in the best interest of the children and the named custodian is fit and proper to have custody.
- The name change request is not detrimental to the interest of any person.
- The attached support order becomes a part of this decree.

The Court therefore ORDERS:

- The marriage is dissolved and a Decree of Dissolution of Marriage is entered.
- A Decree of Legal Separation is entered. The parties are advised that either may, six (6) months from this date, apply for entry of a decree of Dissolution of Marriage, which will be granted upon proof of notice to the other party.
- Each party shall perform the applicable provisions of the separation agreement, permanent orders, or non-appearance affidavit.
- The custody of the minor children, _____ is granted to _____
- The Petitioner is granted a restoration of name to Kathleen Ann Gallagher

THE COURT FURTHER ORDERS:

Edward D. Durham 3/23/99
Attorney for Petitioner Date
Edward D. Durham #4665

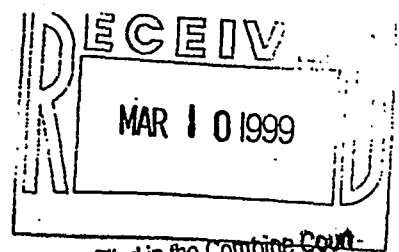
Richard D. Unruh 3/31/99
Attorney for Co-petitioner/Respondent Date
Richard D. Unruh #6003

XC Durham, Unruh
District Court Judge Date

Quinn Stuedel 4/14/99
District Court Magistrate Date

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1273 Alicia Car
Bardonia NV 89410 W# 782-6658
H# 265-5056



DISTRICT COURT, COUNTY OF MONTROSE, STATE OF COLORADO

CASE NO. 98 DR 100, Division 4

Filed in the Combine Court
Montrose County, Colorado

APR 12 '99
DFT

Garwan S.J. Jackson, Clerk

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

In re the Marriage of:

KATHLEEN ANN BLAKE,

Petitioner,

and

WILLIAM ARTHUR BLAKE,

Respondent.

This Separation and Property Settlement Agreement made and entered into effective this ____ day of February, 1999, by and between Petitioner (hereinafter referred to as "Kathleen"), and Respondent, (hereinafter referred to as "Bill"), both named above:

Recitations:

A. Kathleen and Bill intermarried in Telluride, Colorado on July 3, 1979.

B. No children have been born of the parties' marriage.

C. Kathleen is not pregnant.

D. The parties hereby acknowledge that their marriage is irretrievably broken, and that there is no present prospect of reconciling their differences.

E. This Separation and Property Settlement Agreement is not, and it shall not be construed as, an agreement to obtain final orders. However, should the Court enter its final orders in the above titled action, this Agreement shall be approved by the Court and incorporated in, and made part of, said final orders. This Agreement is intended to be binding on the parties so soon as each party has subscribed his/her signature hereto.

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F. The parties declare that each has been domiciled in, and a resident of, the State of Colorado for a time in excess of 90 days before initiation of the above titled action. The parties acknowledge that the Court aforesaid has personal jurisdiction over both of them.

AGREEMENT

1. Consideration: Each of the parties hereto acknowledges that he/she is substantially benefited by this Separation and Property Settlement Agreement, he/she having been spared the expense, emotional dislocation, anxiety and uncertainty of result were the issues resolved by this Agreement left to litigation. The parties agree that each promise, undertaking and forbearance given by him/her as expressed by this Agreement is given in consideration for each promise, undertaking and forbearance given by the other party, and in consideration of the mutual advantage derived by each of them from amicable resolution of issues relating to division of their marital property and allocation of the primary duty to pay various marital debts. Each party acknowledges the numerous advantages received by him/her as fully adequate and independent consideration for the duties assumed by him/her according to the terms herein contained. The parties acknowledge that no other or further consideration is required to give each of the terms herein contained legal and enforceable effect.

2. Access to Person and Property: The parties hereafter shall live separate and apart from one another, each to be free from the marital control and authority of the other party. Neither party shall have access to the person or residence or property of the other in excess of that of a stranger, and the parties shall, hereafter, be strangers at law to each other. Neither party shall have the authority to, nor shall, contract any debts, charges, other liabilities, either personal or financial, whatsoever, in the name of the other party or for which the other party may be presumed to be liable. The parties henceforth shall not be responsible for the actions or the debts of one another.

3. Attorney Fees, Court Costs, and Expenses of Litigation: Kathleen shall pay at her own and sole expense all fees for attorney's services received by her in connection with this action, all court costs incurred by her, and all expenses and charges paid or incurred by her in connection with the above titled action. Bill shall pay at his own and sole expense all fees for attorney's services received by him in connection with this action, all court costs incurred by him, and all expenses and charges paid or incurred by him in connection with the above

titled action.

4. Fairness of Agreement: The parties hereby acknowledge and represent that this Separation and Property Settlement Agreement is made and entered into freely and without either party being influenced by duress, coercion, undue influence, or by unfair imposition by either party upon the other, or by any third person. The parties acknowledge and represent that each has been counselled and advised by an attorney at law of his or her choice, that each is fully informed of his or her duties and rights arising out of their marital relationship, and that this Separation and Property Settlement Agreement is the product of extensive negotiations and exchanges of offers and counteroffers between them. They acknowledge that this Agreement is fair, reasonable, and not unconscionable to either party.

5. Enforcement of Agreement: Each party hereby undertakes to indemnify the other against any loss, fine, or expense, including, but not by way of limitation, reasonable attorney fees, incurred in any court action brought by the other party to bring about compliance with the terms of this Separation and Property Settlement Agreement, provided that the party bringing such action succeeds in obtaining relief substantially conforming to the relief sought in such action. But if the party bringing such action fails to obtain such relief, then the party bringing such action shall indemnify the party against whom the action was brought against any loss, fine or expense, including, but not by way of limitation, reasonable attorney fees, incurred in defending against such action.

6. Binding on Heirs: This Agreement shall be binding upon the heirs, executors, personal representatives, guardians, agents or assignees of each party to the extent and in the manner in which it is binding upon the parties. The parties hereby release any and all rights that either of them now has or may hereafter acquire, to share in any capacity in the estate of the other or participate in any manner in the administration of the estate of the other; and each waives any right of election to take against the Will or estate of the other, except as may be otherwise herein provided.

7. Effective Date: The parties agree that the within Agreement shall be final upon execution by both parties, and that it shall not be modifiable except by its own terms, or by operation of law, or by written agreement of the parties with approval by the Court.

8. Release of Future Claims: Each of the parties agrees that this Agreement is a full and complete settlement between the parties, and they hereby release one another from any and all claims, demands or causes of action which arise out of the marital relation, which may be presumed to have arisen out of the marital relationship, or which could have been litigated in this action. Notwithstanding, the terms of the within Separation and Property Settlement Agreement shall constitute enforceable claims between the parties which may be enforced by contempt or by any other available remedy in the event of any default in performance of the same, whether performance be some one or more forebearances or some one or more undertakings.

9. Additional Documents: Each of the parties shall execute, acknowledge, and deliver to the other party all instruments of conveyance, transfer or indebtedness necessary to implement the division of property required to effectuate the dispositions required by this Separation and Property Settlement Agreement. Should either party default in executing or delivering such documents, the Court aforesaid shall appoint the Clerk of said Court as a Commissioner for the purpose of executing such documents. Such documents when thus executed shall have the same force and effect as documents executed by the defaulting party.

10. Modification and Waiver: Subsequent modification or waiver of any of the provisions of this Agreement shall be effective only if evidenced by a writing to which both parties have subscribed their signatures, or by Court order. The failure by either party to compel strict performance of any term of this Agreement shall not be construed as a waiver of the right to compel strict performance of said term or any other term contained herein in the event of any subsequent default of strict performance.

11. Unenforceable Terms: Should any provision of this Separation and Property Settlement Agreement be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

12. Situs: This Agreement shall be construed and governed in accordance with the laws of the State of Colorado. The parties were living in said State at the time of their separation. No other state had jurisdiction of both the parties and the subject matter at the time the above titled action was initiated, and there is located within said State certain personal and real property owned by the parties.

13. Full Understanding: The parties acknowledge and represent that they fully understand the provisions contained in this Separation and Property Settlement Agreement, and that they have no questions concerning the contents hereof.

14. Complete Agreement: Each of the parties acknowledges that this Separation and Property Settlement Agreement is a full and complete disposition of all claims which have been asserted or which could have been asserted between them in regard to their respective rights and duties arising out of their marital relationship, and that this Separation and Property Settlement Agreement is a full, complete and integrated writing of all agreements presently existing between them with regard to disposition of their respective rights and duties.

15. Partial Invalidity: If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

16. Property Division:

a. Kathleen shall have as her own, sole and separate property all of the following:

A payment of \$16,000.00 in cash or by Good Funds from Bill within forty-five days of entry of a decree of dissolution of marriage by the Court aforesaid dissolving the marriage between the parties to the above titled action.

A payment of \$11,000.00 in cash or by Good Funds from Bill within six months of entry of a decree of dissolution of marriage by the Court aforesaid dissolving the marriage between the parties to the above titled action. *HB*

A promissory note given by Bill to Kathleen for the principal sum of \$100,000.00 due and payable within three years after entry of a decree of dissolution of marriage between the parties hereto by the above named Court in the above titled action, or, alternatively due and payable upon sale of the residential structure previously occupied by the parties as a family home and the tract of real property upon which the said structure is located, including so much of the real property used or usable in connection with occupancy of the residential structure. Payment of said promissory note shall be secured by a Deed of Trust

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encumbering said real property and conferring a ~~first~~ second lien upon said property in favor of Kathleen. The aforesaid promissory note shall bear no interest until the date upon which it becomes due and payable in full. But, should Bill default in paying note in full upon the due date thereof, such note thereafter shall bear interest at the rate of twelve percent per annum, compounded annually. Any judgment entered upon such note for all or part of the principal thereof shall bear interest at the rate twelve percent per annum. Payment of said note shall be in cash or by Good Funds. ~~If the aforesaid promissory note is paid in full to Kathleen on or before the due date thereof, Bill shall receive a credit against said note of \$1,000.00, reducing the principal balance to \$40,000.00. Such concession is given to Bill in consideration of a \$1,000.00 advance paid by him to Kathleen on or about February 1, 1999 to relieve her from financial distress then experienced by her.~~ SEE 16a]

That personal property remaining Bill's possession consisting of:

- That certain Southwestern picture mounted on the wall over the bed in the master bedroom of the home.
- The artwork located in the downstairs bathroom consisting of a picture of a mother and child and a Southwestern print.
- Watercolor artwork of yachts in the dining room.
- Tiffany Lamp in the dining room.
- Christmas ornaments from Guatemala.
- The teak table stored in Husband's shop.
- Oak cedar chest in the bedroom.
- The brass doorknocker.
- The oak china hutch.
- ? A Southwestern print in the livingroom.
- The large laundry basket in the laundry room.

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Her personal effects, including, but not limited to, her clothing, clothing accessories, jewelry and items of adornment, her wedding ring and engagement ring, all of her recreational equipment, and all of her other personal effects; of the aforementioned items, some are in her possession and some remain in Bill's possession at the former family home.

That certain motor vehicle in her possession, and all other items of personal property presently in her possession.

All bank accounts, savings and loan accounts, accounts held for her in any financial institution standing in her name alone.

b. Bill shall have as his own, sole and separate property all of the following:

All real property, title to which is held in his name alone or which is held in common tenancy by him and Kathleen.

All motor vehicles presently in his possession, and without regard to the manner in which title is held.

All personal property presently in his possession and control, but except those items of personalty awarded to Kathleen by subparagraph 16a of this Separation and property Settlement Agreement.

All banks accounts, savings and loan accounts, accounts held for him in any financial institution, and all investment securities standing in his name alone.

All of his business equipment, tools, furniture and supplies presently in his possession.

All of his personal effects, including, but not limited to his clothing, clothing accessories, jewelry (including his wedding ring), all of his recreational equipment, and all tools presently in his possession.

17. Payment of Indebtedness: Bill shall pay at his own and sole expense all of the following:

a. All debts, payment of which is secured by encumbrances upon property owned by him or to be acquired by him pursuant to the terms of this Separation and Property Settlement Agreement, whether such property be real or personal.

All items of marital debt contracted or otherwise incurred from the date of the parties' marriage to the date of their separation on or about June 1, 1997 or incurred or contracted by him subsequent to such separation.

All items of indebtedness incurred by him in connection with operation of the construction business in which he has been engaged during the parties' marriage or incurred by him following entry of a decree of dissolution of marriage in the above titled action.

All present and future charges for utility services provided to him or his property.

All items of indebtedness incurred by him and charged to any credit card.

Bill hereby undertakes to hold Kathleen harmless from, and to indemnify her against, any and all claims made and asserted against her to compel payment of said items of indebtedness, including, but not limited to, any judgment entered against Kathleen on such claims, her reasonable attorneys fees and costs incurred in defending against said claims, and her reasonable attorneys fees and costs incurred in enforcing against Bill the terms of his said undertaking to indemnify.

b. Kathleen shall pay at her own and sole expense the following items of indebtedness:

All items of indebtedness contracted or incurred by her subsequent to the parties' separation from each other on or about June 1, 1997.

Kathleen hereby undertakes to hold Bill harmless from and indemnify him against any and all claims made and asserted against him to compel payment of said items of indebtedness, including, but not limited to, any judgment entered against Bill on such, his reasonable attorneys fees and costs incurred in defending against said claims, and his reasonable attorneys fees

and costs incurred in enforcing against Kathleen the terms of her said undertaking to indemnify.

c. Each party hereby forebears contracting any debt or any obligation of whatever kind or character subsequent to subscribing this agreement, and for which the other party has any duty for payment or for rendering performance of any kind or character. The party incurring or contracting such debt or obligation shall hold the other party harmless therefrom, indemnifying the other party against the same in the manner described in subparagraphs a and b of this Paragraph 18.

18. Temporary Spousal Maintenance: Beginning thirty days after entry of a decree of dissolution of marriage in the above titled action, Bill shall pay to Kathleen as temporary spousal maintenance the sum of \$400.00 with like payments on the same day of each successive month as the first such payment becomes due. Bill shall pay twelve such payments. Upon Bill's timely payment of the twelfth such payment, all of his obligation for future spousal maintenance shall forever terminate, and Kathleen hereby waives, forfeits and abandons all right or claim of right to receive spousal maintenance from him after she has received such twelfth payment. Bill hereby waives, forfeits and abandons all claim which he has or hereafter may have to receive spousal maintenance payments from Kathleen. Neither party shall have the right to seek modification of the spousal maintenance provisions herein contained. Each party acknowledges his/her understanding that, once waived, the right to spousal maintenance can never be reasserted. No court of any jurisdiction or venue shall have any jurisdiction to modify this spousal maintenance agreement at any time in the future, or otherwise to modify the terms of the of this Paragraph.

19. Non-taxable Event: The parties agree and acknowledge that the property division between them shall be an allocation of property pursuant to Court order, and, therefore, a non-taxable event for federal and state income tax purposes. No part of said division is made for spousal maintenance purposes or for an advance payment thereof. The division of property is essentially equal and neither party experiences any capital gain as a result of said division.

20. Integrated Writing: Each of the parties acknowledges that the above and within Separation and Property Settlement Agreement is a complete statement of all agreements, undertakings and forebearances existing between them, and they acknowledge

that there are no other such agreements.

21. Counterparts: This Separation and Property Settlement Agreement may be subscribed in separate counterparts by the parties, and the counterparts shall be taken together as constituting but a single writing.

IN WITNESS WHEREOF the parties have subscribed their signatures hereto on the dates said opposite their signatures below.

William Arthur Blake 3/05/99
William Arthur Blake Date

Kathleen Ann Blake 3/19/99
Kathleen Ann Blake Date

STATE OF COLORADO)
) ss.
County of San Miguel)

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 5th
day of MARCH, 1999, by William Arthur Blake.

WITNESS my hand and official seal.

My commission expires: non expiring

(SEAL)

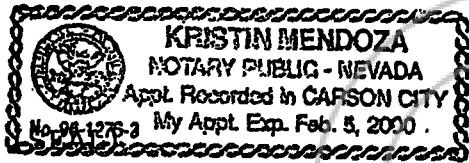
Gay Cappis
Notary Public
GAY CAPPIS, COUNTY CLERK

STATE OF NEVADA)
County of Carson City) ss.

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 19th
day of March, 1999, by Kathleen Ann Blake.

WITNESS my hand and official seal

My commission expires: 2-5-00



Kristin Mendoza
Notary Public

APPROVED AS TO FORM;

Edward D. Durham
Edward D. Durham #4665
543 So. 2nd, P.O. Box 1721
Montrose, CO 81402
(970) 249-2274

Richard D. Unruh
Richard D. Unruh #6003
Attorney at Law
P.O. Box 8
Telluride, CO 81435
(970) 728-1026
(970) 728-7979 fax

REQUESTED BY
Kathleen Blake
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA



CERTIFIED TO BE A FULL, TRUE
AND CORRECT COPY OF ORIGINAL
IN MY CUSTODY

DATE April 19, 1999
Darlene Capriles

Deputy Clerk
Montrose Combined Court 0467224

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LINDA SLATER
RECORDER

\$18⁰⁰ PAID Bk DEPUTY

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