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CASE NO. 99 CV-0091 NO _____

DEPT. NO. II '99 NOV 29 P3:09

NOV 29 1999

BARBARA REED
CLERK

BY P. GREGORY

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

GEORGE A. MORROW and
JEANETTE J. MORROW, husband
and wife,

Plaintiffs,

vs.

KENNETH E. BRAMWELL and
CONSTANCE A. BRAMWELL,
husband and wife; EDWARD
ROZNOWSKI; HAROLD BRAMWELL,
and ANY ESTATE OF HAROLD
BRAMWELL; LEONA M. BRAMWELL
and ANY ESTATE OF LEONA M.
BRAMWELL; E. JUNE WRIGHT;
JOHN DOES I through X, DOE
CORPORATIONS I through X,
and all of the unknown heirs,
devisees, executors, successors
and assigns of each of the fore-
going Defendants; and all
other persons unknown,
claiming any rights, title,
estate or lien, or any interest
in the real property adverse
to Plaintiffs' ownership, or
any cloud upon Plaintiffs'
title thereto,

Defendants.

**FINDINGS OF FACT;
CONCLUSIONS OF LAW;
AND JUDGMENT (QUIET TITLE)**

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GARDNERVILLE, NEVADA 89410
(775) 782-9747 OR 883-3299

0482446

BK1299PG2182

1 THIS MATTER has come before the above-entitled Court for hearing. In this action,
2 Defendants, above-named, have been served with Summons and Complaint by publication thereof
3 in The Record-Courier, a bi-weekly newspaper, published in Gardnerville, Douglas County,
4 Nevada, on May 5, May 8, May 12 and May 15, 1999, as evidenced by the Affidavit of
5 Publication on file in this proceeding. Primary Defendants, Kenneth E. Bramwell and Constance
6 A. Bramwell, husband and wife, were personally served with process, as evidenced by the
7 Affidavit of Service on file herein; that the residences of all of the other Defendants have been and
8 are presently unknown, notwithstanding due diligence being exercised by Plaintiffs and their
9 counsel, and that substituted service, through publication of summons, was the most adequate and
10 legally sufficient means of giving notice to those several other Defendants.

11
12 The legal time within which to respond to said Complaint has expired; that the Defendants
13 have failed to answer or otherwise plead; that a Clerk's Entries of Default have heretofore been
14 made and entered in this proceeding. That, additionally, posting of said Summons having been
15 made according to statute.

16
17 **FINDINGS OF FACT**

- 18
19 1. Personal service of the summons and Complaint was made upon KENNETH E.
20 BRAMWELL and CONSTANCE A. BRAMWELL, husband and wife, in the State of Utah.
- 21 2. That, the legal time within which to respond to said Complaint has expired; that,
22 both KENNETH E. BRAMWELL and CONSTANCE A. BRAMWELL have failed to answer or
23 otherwise plead to said Complaint.
- 24 3. That, the whereabouts and/or residences of the remaining defendants were
25 unknown at the time of the commencement of this action, and have not been discovered by
26 Plaintiffs or their counsel to the date of this hearing.

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1 4. That all remaining defendants have been served with Summons and Complaint by
2 publication thereof in The Record-Courier, a bi-weekly newspaper, published in Gardnerville,
3 Douglas County, Nevada, on May 5, May 8, May 12 and May 15, 1999, as evidenced by the
4 Affidavit of Publication on file in this proceeding.

5 5. That all of said remaining defendants have failed to answer or otherwise plead to
6 said Complaint. No answer, response or objection has been made to Plaintiffs' Complaint to Quiet
7 Title to the real property, by any of the named defendants.

8 6. The Clerk's Entries of Default of all of said Defendants were timely taken by
9 Plaintiffs.

10 7. On June 17, 1948, the United States of America, conveyed one hundred and sixty
11 (160) acres of unimproved land, in Douglas County, Nevada to Harold Bramwell, a predecessor
12 in interest of Plaintiffs, said realty being described as follows:

13 All that certain tract, piece or parcel of land situate, lying and being in the Southwest 1/4
14 of the Northeast 1/4 of Section 34, Township 14 North, Range 20 East, MDB&M, County of
15 Douglas, State of Nevada, and more particularly described as follows:

16 The West thirty feet (30.00') and the South thirty feet (30.00') of that certain parcel of
17 land as hereinafter described:

18 Beginning at the Southwest corner of the said Southwest quarter of the Northeast quarter:
19 thence North on and along the West line of said Southwest quarter of the Northeast quarter, a
20 distance of 249.00 feet; thence East, parallel with the South line of the Northeast quarter, a
21 distance of 350.00 feet; thence South, parallel with the West line of the Northeast quarter, a
22 distance of 249.00 feet; to a point on the South line of the Northeast quarter, thence a distance of
23 350.00 feet to the True Point of Beginning. Excepting therefrom: the West 30.00 feet, and the
24 South thirty (30.00') feet. A.P.N. 21-180-18

25 That a true and correct copy of said deed is attached to Plaintiffs' Complaint as Exhibit
26 "A."

27 8. That on December 26, 1968, the Defendants, Harold Bramwell and Leona M.
28 Bramwell conveyed the subject realty to Defendant, Edward Roznowski, by Grant Deed. A true

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1 and correct copy of said Grant Deed is attached to said Complaint as Exhibit "B."

2 9. On December 27, 1968, Edward Roznowski signed a promissory note and deed of
3 trust, wherein Harold Bramwell and Leona M. Bramwell were named payees/beneficiaries. A true
4 and correct copy of said Grant Deed is attached to said Complaint as Exhibit "C."

5 10. On or about March 30, 1972, while Edward Roznowski was current under the
6 relevant promissory note and deed of trust, he sold and conveyed the subject realty, including a
7 residence thereon, to Defendant E. June Wright. A true and correct copy of said Grant Deed is
8 attached to said Complaint as Exhibit "D."

9 11. On or about February 19, 1975, while E. June Wright was current under the
10 relevant promissory note and deed of trust, she sold and conveyed the subject realty, including the
11 residence thereon, by Quitclaim Deed to Plaintiffs, George A. Morrow and Jeanette J. Morrow,
12 husband and wife, for the sum of Five Thousand Dollars (\$5,000.00), with Plaintiffs paying Two
13 Thousand, Five Hundred Dollars (\$2,500.00) as a down payment. That Plaintiffs fully paid that
14 balance, in accordance with the terms of the promissory note wherein they were the makers and
15 Defendant E. June Wright was the payee. A true and correct copy of said Quitclaim Deed is
16 attached to said Complaint as Exhibit "E." That a true and correct copy of said promissory note
17 is attached to said Complaint as Exhibit "F."

18 12. That on their purchase of said realty from E. June Wright, the Plaintiffs assumed
19 full responsibility for the payment of the balance on the Note and Deed of Trust between
20 Defendants, Harold Bramwell and Leona M. Bramwell, as payees-beneficiaries and Edward
21 Roznowski, as maker-trustor.

22 13. That prior to the commencement of this action, Plaintiffs' received a December 24,
23 1998 Western Title Company, Inc.'s Preliminary Title Report, which counsel had ordered. Page
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1 1, of Western Title's Report, being part of Order No. M78039TO, re: Assessor's Parcel No. 21-
2 180-18, in relevant part contains the following language: "The estate or interest in the land
3 hereinafter or referred to covered by this Report is: A Fee--Title to said estate or interest at the
4 date hereof is vested in: GEORGE A. MORROW and JEANETTE J. MORROW, husband and
5 wife." A true and correct copy of said Preliminary Title Report is attached to said Complaint as
6 Exhibit "G."
7

8 14. That on May 26, 1996, Plaintiffs paid the last installment under the December 27,
9 1968 promissory note and deed of trust, between Edward Roznowski, as the maker-trustor and
10 Harold Bramwell and Leona M. Bramwell, as payees/beneficiaries, being Exhibit "C" attached to
11 said instant Complaint. That, Plaintiffs have fully paid the purchase price for the subject real
12 estate.
13

14 15. That prior to May 13, 1999, not all legal documents existed which would have
15 operated to vest a fee interest in this real estate, in Plaintiffs. That, in this connection, attached to
16 Plaintiffs' affidavit submitted into evidence herein, is a copy of the Petition For Order Appointing
17 Successor Trustee, filed In The District Court of Weber County, Utah, being Probate case No.
18 913900043 (Exhibit "1" thereto), together with the Order Appointing Successor Trustee, with
19 Defendant, Kenneth Earl Bramwell having been appointed successor beneficiary under that
20 particular deed of trust dated December 27, 1968 (Exhibit "2" thereto).
21

22 16. That the referenced Utah order further provides, in number 2, page 3 thereof: "As
23 successor beneficiary, Kenneth Earl Bramwell is authorized to appoint a successor trustee and
24 request a reconveyance by said Trustee to the Trustors, George A. Morrow and Jeanette J.
25 Morrow,..." of the subject real property.
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1 17. That also attached to Plaintiffs' affidavit on file herein, is the May 13, 1999
2 "Substitution Of Trustee And Deed Of Full Reconveyance," which Defendant, Kenneth E.
3 Bramwell signed; that, same was duly recorded by Western Title Company, Inc. in the Official
4 Records of Douglas County, Nevada, on June 28, 1999, as Document No. 0471189. (Exhibit "3"
5 thereto).

6
7 CONCLUSIONS OF LAW

8 1. Defendants, above-named, having been properly served with Summons and
9 Complaint by publication, and the primary Defendants, Kenneth E. Bramwell and Constance A.
10 Bramwell, husband and wife, having been personally served with process; and, the legal time
11 within which to respond to said Complaint having expired; the Clerk's Entries of Default against
12 all Defendants herein is ratified and confirmed.

13
14 2. That all legal requirements of notice, service of process, including posting of
15 summons, have been met by Plaintiffs.

16 3. No answer, response or objection having been filed or otherwise made to Plaintiffs'
17 Complaint to Quiet Title to the real property located within Douglas County, and commonly
18 known as 1502 Downs Drive, Minden, Nevada 89423, legally identified as follows:

19
20 All that certain tract, piece or parcel of land situate, lying and being in the Southwest 1/4
21 of the Northeast 1/4 of Section 34, Township 14 North, Range 20 East, MDB&M, County of
22 Douglas, State of Nevada, and more particularly described as follows:

23 The West thirty feet (30.00') and the South thirty feet (30.00') of that certain parcel of
24 land as hereinafter described:

25 Beginning at the Southwest corner of the said Southwest quarter of the Northeast quarter:
26 thence North on and along the West line of said Southwest quarter of the Northeast quarter, a
27 distance of 249.00 feet; thence East, parallel with the South line of the Northeast quarter, a
28 distance of 350.00 feet; thence South, parallel with the West line of the Northeast quarter, a
distance of 249.00 feet; to a point on the South line of the Northeast quarter, thence a distance of
350.00 feet to the True Point of Beginning. Excepting therefrom: the West 30.00 feet, and the
South thirty (30.00') feet. A.P.N. 21-180-18

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1 That Plaintiffs are entitled to judgment against all defendants named herein, and are
2 entitled to an unqualified fee interest in the subject realty.

3 4. That the Western Title Company, Inc.'s Preliminary Title Report, places the
4 "...estate or interest in the..." herein described realty in "Fee--Title to said estate or interest at the
5 date hereof..." in: GEORGE A. MORROW and JEANETTE J. MORROW, husband and wife."
6 That that is an unqualified fee interest in the Plaintiffs.
7

8 5. That the Plaintiffs' full payment under the relevant promissory notes and trust
9 deed, entitles Plaintiffs to full fee ownership to and in the subject real estate.

10 6. That additionally, the Utah Court documents provide the legal foundation for the
11 delivery of full legal title to Plaintiffs.

12 7. That the May 13, 1999 "Substitution Of Trustee And Deed Of Full
13 Reconveyance," which Defendant, Kenneth E. Bramwell signed, and the recordation of same,
14 clears legal title in Plaintiffs.
15

16 QUIET TITLE being requested, and good cause existing therefore, the Court enters
17 judgment for Plaintiffs, as follows:
18

19 **JUDGMENT**

20 WHEREFORE, by virtue of law and by reason of the papers, pleadings, affidavit and
21 documents on file herein,

22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

23 1. That the above-named Defendants have no estate or interest whatsoever in or to
24 the real property situated in Douglas County, State of Nevada, in controversy herein; that said
25 Defendants and their heirs, successors and assigns, and each of them, be forever barred from
26 asserting any claim whatsoever in or to said real property and premises adverse to the Plaintiffs'
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1 interest; that the property is legally described, as follows:

2 Situated in Douglas County, and commonly known as 1502 Downs Drive, Minden,
3 Nevada 89423, legally identified as follows:

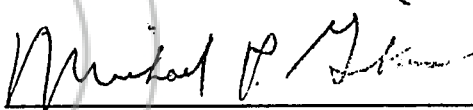
4 All that certain tract, piece or parcel of land situate, lying and being in the Southwest 1/4
5 of the Northeast 1/4 of Section 34, Township 14 North, Range 20 East, MDB&M, County of
6 Douglas, State of Nevada, and more particularly described as follows:

7 The West thirty feet (30.00') and the South thirty feet (30.00') of that certain parcel of
8 land as hereinafter described:

9 Beginning at the Southwest corner of the said Southwest quarter of the Northeast quarter:
10 thence North on and along the West line of said Southwest quarter of the Northeast quarter, a
11 distance of 249.00 feet; thence East, parallel with the South line of the Northeast quarter, a
12 distance of 350.00 feet; thence South, parallel with the West line of the Northeast quarter, a
13 distance of 249.00 feet; to a point on the South line of the Northeast quarter, thence a distance of
14 350.00 feet to the True Point of Beginning. Excepting therefrom: the West 30.00 feet, and the
15 South thirty (30.00') feet. A.P.N. 21-180-18


16 2. Legal title to the above-described real estate is quieted against all of the above-
17 named defendants, and the world, and in Plaintiffs, George A. Morrow and Jeanette J. Morrow, in
18 fee.

19 DATED this 29 day of November, 1999.

20 
21 _____
22 DISTRICT JUDGE

23 CERTIFIED COPY

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

26 DATE: 11/29/99
27 of the State of Nevada, and for the County of Douglas,
By  Deputy

SEAL

REQUESTED BY
Noel Manoukian
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 DEC 13 PM 2: 05

LINDA SLATER
RECORDER

\$14.00 PAID K2 DEPUTY

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