Pobox 2866 Carson City NV 1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

CASE NO.: 00-00547D

DEPT. NO. II

REC'D & FILED

"00 NOV -2 ATT :30

ALAN GLOVER
BY APPURICATION

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR CARSON CITY

CLYDE E. MCNEILLY, Plaintiff,

VS.

DECREE OF DIVORCE

JEANNETTE G. MCNEILLY, Defendant.

Plaintiff, above-named, having filed his Complaint for Divorce on April 26, 2000, and it appearing to the Court that both parties have settled this action by filing a Stipulation for Divorce. The Court has reviewed the Stipulation for Divorce and finds that it is in proper form and that the allegations contained therein are true and that all of the requirements of NRS 125.181 and 125.184 have been met.

- 1. The Court finds that it has jurisdiction over the parties and cause of action and to hear and determine the same in that Plaintiff, CLYDE E. MCNEILLY, has met the residence requirements provided in NRS 125.020 in that he is now and has been resident of the State of Nevada for more than six (6) weeks prior to the filing of the said petition.
- 2. The Court further finds that Petitioners were married on May 21, 1995, in Canisteo, New York.

28
RICHARD S. STAUB
ATTORNEY AT LAW
P.O. BOX 392
RSON CITY, NEVADA 89702
(775) 882-6888

FAX (775) 882-6891

- <u>1</u> -

0503164 BKI100PG2184

- 3. That there are no minor children the issue of this marriage.
- 4. The Court further finds Petitioners are incompatible in their marriage.

AS CONCLUSIONS OF LAW, the Court finds that the Petitioners are entitled to an absolute and final decree of divorce upon the grounds of incompatibility.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

- 1. Plaintiff, CLYDE E. MCNEILLY, and Defendant, JEANNETTE G. MCNEILLY, be granted an absolute divorce upon the grounds of incompatibility and that they be and they are hereby restored to the status of single persons.
- 2. That the Marital Settlement Agreement, Exhibit "A", on file herein, providing for a settlement of all the property rights and obligations between said parties and all other matters (including maintenance) incidental to their marriage on file herein, is hereby approved, ratified, confirmed, incorporated by reference, and fully adopted by this Court in all respects with the same force and effect as if the agreement was annexed to or set out in full as part of the decree herein; and, that judgment is entered between the parties in accordance with the terms thereof and each of the parties is ordered and directed to comply therewith.
 - 3. That the Wife does not wish to be restored to her maiden name.
- 4 That the unresolved issue regarding the family dog, Star, shall be decided by the Court at a hearing currently set for October 16, 2000.
- 5. That the retirement, pension, annuities and IRA accounts awarded to Defendant by said Marital Settlement Agreement, and more specifically identified in Exhibit "B", attached to and made a part of said agreement, will be set aside to Defendant and that Defendant shall be designated as the owner and/or annuitant of the policies.

III

	6. That Plaintiff shall execute any and all documents necessary to relinquish his rights
2	to Defendant's California State Retirement pension.
3	7. Plaintiff's social security is 1710, and Defendant's social security number
4	is 1611.
5	DATED this 157 day of Getober, 2000.
6	Willem C. Meddox
7	
8	DISTRICT JUDGE
9	
10 11	Submitted by:
12	Richard S. Staub
13	State Bar #904 P.O. Box 392
14	Carson City, NV 89702 (775)882-6888
15	Attorney for Plaintiff
16	
. 17	
. 18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28 RICHARD S. STAUB	7
P.O. BOX 392 ARSON CITY, NEVADA 89702	⁻³⁻ 0503164
(775) 882-6888 FAX (775) 882-6891	BKIIOOPG2186

CERTIFICATE OF SERVICE

I certify that I am an employee of RICHARD S. STAUB, ESQ., and that on this date, pursuant to NRCP 5(b), I deposited in the United States Mail in Carson City, Nevada, a true and correct copy of the attached REQUEST TO SUBMIT, STIPULATION FOR DIVORCE, and DECREE OF DIVORCE, addressed as follows:

PETER JAQUETTE, ESQ 408 W. Third Street Carson City, NV 89703

DATED 25th day of October, 2000.

6.

ROBIN R. DARGERT

28
RICHARD S. STAUB
ATTORNEY AT LAW
P.O. BOX 392
ARSON CITY, NEVADA 89702
(775) 882-6888
FAX (775) 882-6891

-4-

BKI100PG2187 EXHIBIT "A"

MARTIAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered in Carson City, Nevada on the day and date last appearing, by and between, JEANNETTE G. MCNEILLY, hereinafter "Wife", and CLYDE E. MCNEILLY, hereinafter "Husband":

I. RECITALS.

- A. <u>Marriage</u>. The parties were married in Canisteo, New York, on May 21, 1955, and since that time have been and now are Husband and Wife.
- B. <u>Children</u>. There are no minor children the issue of this marriage, and Wife, to her knowledge, is not pregnant.
 - C. Name. Wife does not desire to have her former name restored.
- D. <u>Divorce</u>. As a result of differences which have arisen between the parties, the parties are incompatible in their marriage.
- E. <u>Purposes of Agreement</u>. The purposes of this Agreement are to effect a final and complete settlement of all property rights that each party may have with respect to the other and to settle the obligations of each party for the support of the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein made, the parties agree as follows:

П. <u>PROPERTY</u>.

A. <u>Separate Property</u>. All income, earnings, or other property received or acquired by either party on or after the date of this agreement, shall be the sole and separate property of the receiving or acquiring party. Each party 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, except as otherwise provided herein.

- B. <u>Community Property</u>. At the effective date hereof, all property held in the name of either party, or in both names of the parties, except as otherwise stated herein, is owned jointly as community property, even though title may be otherwise.
- C. <u>Division of Community Property</u>. The division of community property set forth herein is equal, just and equitable and is a non-taxable transfer between spouse, or former spouses incident to divorce, pursuant to section 1041 of the Internal Revenue Code.
- D. <u>Husband's Property</u>. Wife hereby transfers and assigns to Husband, as his sole and separate property, all of her right, title and interest in the property stated in Exhibit "A" attached hereto and made a part hereof.
- E. <u>Wife's Property</u>. Husband hereby transfers and assigns to Wife, as her sole and separate property, all of his right, title, and interest in the property stated in Exhibit "B" attached hereto and made a part hereof. Wife shall recover possession of all items of persona! property immediately following this agreement.
- F. Marital Residence. Husband and Wife agree that Husband shall purchase all of Wife's right, title and interest in the marital residence located at 2648 Blue Bird, Gardnerville, Nevada by paying to Wife an unequal distribution of community assets as provided for, in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Wife shall execute a quitclaim deed of her interest in said residence upon her receipt of the above-stated monies. Husband shall immediately refinance the residence.

G. Subsequent Income and Property. All income, earnings, or other property received or acquired by either party after this Agreement or after the date of separation of the parties as set forth herein 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.

H. <u>Forgotten Property</u>. Any other community property not mentioned herein or forgotten by either party shall be divided equally between Husband and Wife.

I. <u>Equalization Payment/Future Expenses</u>. Husband agrees to pay to Wife the sum of \$41,360.00 community property as equalization payment and in lieu of any future expense or claim.

J. Dog. The parties agree that the issue regarding who will receive the dog, Star, will be decided by the Court at a hearing scheduled for October 16, 2000.

III. <u>DEBTS AND LIABILITIES</u>

A. <u>Husbands Debts</u>. Husband agrees to assume, indemnify and hold Wife harmless from any and all debts in Husband's name alone and/or which were incurred without the knowledge of Wife or since the date of separation, in April, 2000.

B. <u>Wife's Debts</u>. Wife agrees to assume, indemnify and hold Husband harmless from any and all debts in Wife's name alone and/or which were incurred without the knowledge of Husband or since the date of separation, in April, 2000.

C. Other Debts. If any other community debts incurred during the marriage and before separation are not stated herein, Husband and Wife agree to negotiate, in good faith, a fair,

-3-

1

After-Acquired Debts. Except for any debt or obligation of either party to the other created under this Agreement, each party agrees to pay and hold the other harmless from all personal debts and obligations incurred by him or her after the separation, and if any claim, action, or proceeding is hereby brought seeking to hold the other party liable on account of such debts or obligations, such party will at his or her sole expense defend the other party against such claim, action, or proceeding.

Warranty to Wife. Husband hereby warrants to Wife that he has not incurred E. except as otherwise specified in this Agreement and he hereby agrees that he will not hereafter incur, any liability or obligation on which she is, or may be, liable. If any claim or action is brought attempting to hold Wife liable for any such liability or obligation, Husband shall, at his sole expense, defend Wife against any such claim or action, whether or not well founded, and he shall hold her free and harmless therefrom.

Warranty to Husband. Wife hereby warrants to Husband that she has not incurred F. (except as otherwise specified in this Agreement) and she hereby agrees that she will not hereafter incur, any liability or obligation on which he is, or may be, liable. If any claim or action is brought attempting to hold Husband liable for any such liability or obligation, Wife shall, at her sole expense, defend Husband against any such claim or action, whether or not well founded, and she shall hold him free and harmless therefrom.

SPOUSAL SUPPORT. IV.

Amount and Manner. The parties hereto each waive any right to spousal support. Α.

V. VI. RETIREMENT/PENSION.

27

23

24

25

26

A. Release. Husband and Wife mutually release their respective interest, if any, to any retirement or pension accounts, if any, which have accrued or will accrue at any time in the future.

VII. TAXES

- A. <u>Income Taxes</u>. The parties hereto agree that they will file a separate tax return beginning with the "2000" tax return and for each and every year thereafter.
- B. Representation of Attorney. This Agreement has been prepared at the request of both parties. Each party acknowledges that Richard S. Staub, Esq. and Peter Jaquette, Esq. make no representation as to the tax obligations or consequences to either party as a result of this Agreement. Each party has been specifically advised to seek independent tax advice concerning the effects of this Agreement. The parties shall pay equally any income taxes owed to any state or the federal government, including interest, deficiency, and penalties arising out of any joint federal or state income tax returns filed by the parties throughout the marriage, up to and including "1999".

VIII. MISCELLANEOUS PROVISIONS.

- A. <u>Effective Date</u>. This Agreement shall become effective as of date first above written.
- B. <u>Voluntary Execution</u>. The parties acknowledge and agree that this Agreement is made and entered into freely and voluntarily by each of the parties, free from any duress, coercion, constraint, or influence of any kind or nature on the part of the other, and acting absolutely on the independent judgment of each.
- C. <u>Complete Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the rights and liabilities arising out of their

-5-

28
RICHARD S. STAUB
ATTORNEY AT LAW
P.O. BOX 392
ARSON CITY, NEVADA 89702
(775) 882-6888
FAX (775) 882-6891

marriage. This Agreement contains the entire agreement of the parties. This Agreement may be amended or modified only by a written instrument signed by both parties.

- D. <u>Full Disclosure and Reliance</u>. Each party warrants to the other that there has been an accurate, complete, and current disclosure of all income, assets, and liabilities. The property referred to in this Agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. Both parties relied upon these financial representations when entering in this Agreement and release Richard S. Staub, Esq. and Peter Jaquette, Esq. of any and all obligation to determine their values.
- E. <u>Divesting of Property Rights</u>. Except as otherwise provided for in this Agreement, each party shall be divested of and each party waives, renounces, and gives up all right, title, and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective party, free and clear of any right, title, interest or claim of the other party, and each party shall have the right to deal with and dispose of his or her separate property as fully and effectively as if the parties had never been married.
- F. Agreement to Execute. Husband and Wife shall each concurrently herewith, or at any time hereafter on demand of the other, execute, acknowledge, and deliver any and all documents or instruments, and do or cause to be done any other acts and things as may be necessary or convenient to carry out the terms and conditions of this Agreement. However, if a party is unable, unavailable or refuses to do so, a certified copy of the Decree of Divorce may be recorded and/or utilized with the same force and effect as if a deed, conveyance, transfer,

	그는 그는 물로 그는 문화가 있다면 하는 것이 되었다. 그 사람들은 사람들은 사람들은 사람들이 되었다면 하는 사람들이 되었다. 그렇게 함께 함께 함께 함께 함께 함께 하는 것이다.
1	assignment, or other such document had been personally executed, acknowledged and delivered
2	by said party. Said Decree of Divorce shall constitute a full, present and effective relinquishment
3	and waiver of all rights to be relinquished and waived.
5	G. <u>Interpretation</u> . This Agreement is not to be strictly construed for or against either
6	of the parties, and it shall be interpreted fairly and simply to both pa ties.
7	H. Choice of Law. The parties intend this Agreement to be construed in accordance
8	with the laws of the State of Nevada, irrespective of the residence of either party, or regardless of
9	the forum where it may be construed later, whether for enforcement, revision/modification or for
10	any other purpose, and irrespective of the later domicile or residence of either party.
11	I. <u>Severability</u> . Should any part, term, portion or provision of this Agreement be
13	decided by the courts to be illegal or in conflict with any law of the State of Nevada or the United
14	States or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,
15	terms, portions or provisions shall be deemed severable and shall not be affected thereby.
16	J. <u>Waiver</u> . The failure of either party to insist upon strict performance of any of the
17	
18	provisions of this Agreement shall not be construed as a waiver of any subsequent default of the
19	same or similar nature.
20 21	K. <u>Consultation with Attorneys</u> . Each party has had the opportunity to consult with
22	his or her own attorney in the formulation of this agreement; Husband and Wife shall pay their
23	attorney's fees and costs. Husband has consulted with Richard S. Staub, Esq. Wife has consulted
24	with Peter Jaquette, Esq.
25	L. <u>Harassment</u> . Both parties hereto are mutually and permanently restrained from
26	harassing, vexing, annoying, threatening, harming, stalking or being abusive or obscene to the
27	

ARSON CITY, NEVADA 89702
(775) 882-6888
FAX (775) 882-6891

-7-

1	DATED this 18th September DATED this 18th day of August, 2000.
2	Joannette McMaelly
3	JEANNETTE MCNEILLY
4.	
5	STATE OF NEVADA))ss.
6	CARSON CITY)
7	On the 14th day of August, 2000, before me, the undersigned, a notary public in and for
8	said City and State, duly commissioned and sworn, personally appeared CLYDE MCNEILLY
9	known to me to be the person whose name is subscribed to the within instrument, and who
10	acknowledged to me that he executed the same freely and voluntarily and for the uses and
11	purposes therein mention.
12	purposes merein mention.
13	NOTARY PUBLIC
14	OFFICIAL SEAL
15 16	ROBIN R. DARGERT NOTARY PUBLIC - STATE OF MEVADA
17	STATE OF NEVADA) 99-55121-3 MY APFT EXPIRES MAY 14, 2003
18	CARSON CITY) ss.
19	On the 18 day of August, 2000, before me, the undersigned, a notary public in and for
20	said County and State, duly commissioned and sworn, personally appeared JEANNETTE
21	MCNEILLY known to me to be the person whose name is subscribed to the within instrument,
22	
23	and who acknowledged to me that she executed the same freely and voluntarily and for the uses
24	and purposes therein mentioned.
25	Peter Jagnetto
26	NOTARY PUBLIC
27	PETER B. JAQUETTE Notary Public - State of Nevada
28 RICHARD S. STAUB	Appointment Recorded in County of Carson City 99-5042-3 My Appointment Expires Dec. 1, 2003
ATTORNEY AT LAW P.O. BOX 392 ARSON CITY, NEVADA 89702	0503164
(775) 882-6888 FAX (775) 882-6891	RV 1 1 0 0 -

1	Exhibit "A"
2	Husbands Property
	Husband's Property:
3	1. 1990 Airex Motor Home
4	2. 1989 Toyota Pickup
4	3. Set corelle dishes (kitchen)
5	4. Metal filing cabinet (study)
	5. Sleeping bag (Guest bedroom)
6	6. Green metal picnic table and chairs (deck)
7	7. Stereo (living room) 8. Sony (TV living room)
	(The state of the
8	(
	10. New furniture set & end table (living room) 11. Coffee table (living room)
9	12. Wolf picture (living room)
10	13. Yellow/orange table lamp (living room)
	14. DSS System
11	15. Walnut table (dinning room)
12	16. (4) chairs (dinning room)
12	17. (2) ceramic oil lamps (dinning room)
13	18. (4) bar stools (dinning room)
	19. Set of game bird plates (dinning room)
14	20. All Major appliances, including microwave oven (kitchen)
15	21. Blender (kitchen)
13	22. Mixer (kitchen)
16	23. Water bed (master bedroom)
	24. Dresser (master bedroom)
17	25. Love seat (master bedroom)
18	26. Floor lamp (master bedroom)
	27. Personal clothing
19	28. Everything in the Study/Office except, (1) teak bookcase, books, Pictures, et al.
/20	29. Washer/Dryer (laundry)
20	30. All cabinets, tools, auto supplies, except one rake and one shovel in the garage
21	31. Boom box (basement)
	32. Electronic ice chest (basement)
22	33. Power tools (basement) 34. Train set (basement)
22	(out official)
23	511 511 511 511 511 511 511 511 511 511
24	Direction of the second of the
	. 5. 5. 5. 5. 5.
25	38. Charles Schwab Acc#6133-3020-\$302,775.00 39. Drum
24	
26	40. All other personal property and belongings which are clearly identified to him; not awarded to Wife in Exhibit "B"
27	awarded to Mile in EXHIDII B
28	

ATTORNEY AT LAW
P.O. BOX 392
ARSON CITY, NEVADA 89702
(775) 882-6888
FAX (775) 882-6891

-10-

1	Exhibit "B"
2	Wife's Property and Debts
3	Wife's Property:
	1. 1995 Trooper
4	2. Death valley Lamp Blue and white hamper
5	3. Blue duffle bag
	4. Blue jansport daypack
6	5. Waders
7	6. Backpack sacks 7. Mosquito hat
·	7. Mosquito hat 8. Wastebasket
8	9. Clothes and shoes
9	10. Revolver
9	11. (1) SONY turntable
10	12. (1) JVC CD player
11	13. SF lighted skyline
11	14. Tan table lamp
12	15. Rocker
1.2	16. Dried flower arrangement
13	17. Lounge chair and ottoman 18. Grand Tetons picture
14	proton proton o
	19. Mesa Verde picture 20. Wall mirror
15	21. Records, tapes, CD'S
16	22. Colin, Ann picture
]	23. Daniel picture
17	24. Carved jewel box
18	25. Teak hutch
	26. (2) Remington pictures
19	27. Wines of CA wall hanging
20	28. (2) vases
20	29. (½) of glassware 30. Silverware, cut glassware, silver service, newter nitcher
21	30. Silverware, cut glassware, silver service, pewter pitcher 31. Nativity collection
22	32. Wolfard lamp
22	33. Death valley and Bandelier ceramic trivets
23	34. (1) Dinning room chair
\	35. Oreck upright vacuum
24	36. Mop
25	37. Broom
1	38. Magazine rack
26	39. Set newest pots and pans
27	40. Breadmaker
28 TAUB	-11-

RICHARD S. STAUB ATTORNEY AT LAW P.O. BOX 392 ARSON CITY, NEVADA 89702 (775) 882-6888 FAX (775) 882-6891

1	4]	Set Mikasa stoneware dishes
2	42	$(\frac{1}{2})$ of glasses
~	· ·	6. (4) blue and yellow soup bowls
3		4. (4) blue sauce dishes
_	45	Odd mugs
4	46	5. Set stainless tableware
5	4.7	Silver with teak handles tableware
	48	3. (2) blue serving dishes
6	1.	$9.$ ($\frac{1}{2}$) of silverware
~		Crockpot
7		$(\frac{1}{2})$ utensils and odds and ends, baking dishes
8	1	2. Braun coffee maker
		Quaker Oats and Betty Crocker canisters
9	l.	La Ferme place mats
10	1	Glass and silver appetizer serving set
10		Wood and metal meat serving tray set
11		Aluminum salt and pepper shakers
	1	3. Kitchen scales
12	' <u> </u>	Large cutting board
12	60	P of this realis
13	1	Set of white corning bake ware Lee crusher
14	1	6. Wok and utensils
	64	
15	65	(1) 1 duit de ditease (stady/offi.de)
16	66	protein C
10	67	Facto Broaking
17	68	and tolders, blockers
	69	
18	70	S · · · · ·
19	71	
	72	
20	73	
/	74	Sectional kit with nails, picture hangers
21	75	Strawberry pot
22	76	6. Window washing equipment
	77	7. Medical books
23	78	3. (2) tiled end tables with lamps
_1	79	(2) cherry chairs
24		Commode Commode
25	in the second se	Dresser
1	82	
26	83	
27	84	4. 5" TV
27		
28		

28 RICHARD S. STAUB

ATTORNEY AT LAW
P.O. BOX 392
ARSON CITY, NEVADA 89702
(775) 882-6888
FAX (775) 882-6891

-12-

1	85. Barbells
2	86. (2) Remington pictures
2	87. Boy Jesus picture
3	88. Walnut headboard and footboard
	89. (2) king-size pillows
4	90. Handmade quilt
5	91. Couch (basement)
3	92. Walnut bookcase
6	93. Sewing center
	94. TV (basement)
7	95. VCR (basement)
8	96. Small ice chest
	97. Large ice chest
9	98. Skyway suite case
	99. American tourist suitcase
10	100. Wine holder
11	101. Cordless phone
	102. Green metal glider
12	103. Electrolux floor scrubber and shampooer 104. Power tools: electric drill, screwdriver, sander
	104. Fower tools, electric d.m., screwartver, sander
13	106. Picnic basket
14	107. Banjo
l	108. Blue fabric bike basket
15	109. North Face blue backpack
16	110. (1pair) green Yamaha skis, ski poles, and ski boots
10	111. (1pair) recreational snowshoes
17	112. Card table
10	113. (2) Bicycles and chain cleaner;
18	114. Rake
19	115. Shovel
	116. Golf clubs and bag
20	117. Fanny pack with water bottles
/21	118. Washington National Account-\$22,909.00
21	119. Value Guard II-\$66,964.00
22	120. Nthex (IRA)-24,370.00
	121. Vanguard (Sep IRA)-\$11,297.00
23	122. Vanguard(TRA)-181,983.00
24	123. Janus (IRA)-\$97,972.00
24	124. Janus (non-IRA)-\$20,661.00
25	125. American Century (IRA) account-\$24,173.00
1	
26	
27	
41	
28	-13-

28 | RICHARD S. STAUB

ATTORNEY AT LAW
P.O. BOX 392
ARSON CITY, NEVADA 89702
(775) 882-6888

FAX (775) 882-6891

-13-

