

REC'D & FILED

'01 FEB -6 P3:39

ALAN GLOVER  
~~J. HIGGINS~~ CLERK  
DEPUTY

WHEN RECORDED MAIL TO:  
STEWART TITLE OF DOUGLAS COUNTY  
1650 N. LUCERNE  
MINDEN, NV 89423

ESCROW# 000102230

1 CASE NO. 94-01159D  
2 DEPT. NO. II

3  
4 THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
5  
6 IN AND FOR THE COUNTY OF CARSON CITY  
7

8  
9 ROBERT MECKLEY,  
10 Plaintiff,

11 v.

12 VIRGINIA MECKLEY,  
13 Defendants.

SETTLEMENT AGREEMENT  
AND RELEASE

14 This agreement is entered into as of January 19, 2001 between Plaintiff and  
15 Defendant, as settlement for the money awarded to Defendant in Case No. 94-01159D in the  
16 First Judicial District Court, Carson City, Nevada.

17 RECITALS

18 1. The judgment awarded to Defendant in the above entitled matter has been paid in  
19 full as of January 19, 2001 in the amount of \$12,004.59.

20 2. Stewart Title has paid the entire amount of the judgment on behalf of Plaintiff,  
21 which amount includes principle and interest to the date of settlement.

22 Based on the foregoing facts, the parties agree as follows:

23 1. Defendant agrees to hold harmless the Plaintiff from any claims arising out of the  
money judgment awarded to Defendant in the above entitled action.

1           2.       Defendant agrees to cease all and every collection action arising out of the money  
2 judgment satisfied by the foregoing payment.

3           3.       Defendant agrees to hold Plaintiff and Stewart Title harmless from any and all  
4 claims, liabilities, actions, causes of action, without limitation, that she may have against the  
5 Plaintiff and Stewart Title for failure to pay the judgment amount.

6           4.       Defendant agrees to forever release, remise, acquit and discharge Plaintiff and  
7 Stewart Title of and from any and all claims, demands, damages, liabilities, suits, actions, and  
8 causes of action of whatsoever kind, nature or description, present and future, now known or  
9 hereafter discovered, whether arising in law or equity, upon contract or tort, or under state or  
10 federal law or laws or under common law, or otherwise, which each releasor has had, now has, or  
11 hereafter may have, or claim to have, against releasees for or by reason of any act, omission,  
12 matter, cause, or thing whatsoever, from the beginning of time to the date of this Agreement,  
13 whether the claim, demand, damage, liability, suit, action or cause of action is known or  
14 unknown and whether the same may hereafter arise, develop, be discovered, accrue or mature,  
15 including without limiting the generality of the foregoing, any and all claims, crossclaims,  
16 counterclaims and demands which that releasor could have asserted against the releasees, arising  
17 out of the money judgment award in the above entitled action.

18           5.       Defendant warrants and represents that Richard W. Sears is the attorney  
19 employed to represent her with respect to this Agreement and all matters covered in it; that  
20 Richard W. Sears has fully advised Defendant concerning her rights with respect to the execution  
21 of this Agreement and its effects and that Defendant understands the same; and that the named  
22 attorney is authorized and directed to take all necessary actions to dismiss with prejudice all  
23 claims and causes of action of Defendant in the above named case arising out of the nonpayment

1 of the money judgment awarded to Defendant.

2 6. This Release extends to and releases and binds and inures to the benefit of Plaintiff  
3 and Stewart Title, and in the case of partnerships, trusts or corporations, all their partners,  
4 shareholders, directors, officers, employees, underwriters, trustees, beneficiaries, attorneys,  
5 agents, assigns, successors, subsidiaries, parent companies, affiliated and connected  
6 corporations, companies and entities, and in the case of persons, all their heirs, executors,  
7 administrators, personal representatives, underwriters, beneficiaries, attorneys, agents and  
8 assigns.

9 IN WITNESS WHEREOF, the undersigned acknowledge that this document and its import  
10 has been fully explained by counsel, the undersigned understand this agreement, and assent  
11 hereto by signing in the place set forth below.

12 DATED this 31<sup>st</sup> day of January, 2001.

13 DEFENDANT

14 Virginia Meckley Virginia Lee  
VIRGINIA MECKLEY nka VIRGINIA LEE

STATE OF NV )

COUNTY OF DOUGLAS ) SS.

This instrument was acknowledged before me on January 31, 2001  
199  , by VIRGINIA MECKLEY AKA VIRGINIA LEE



Suzanne Cheechov  
Notary Public

05083940020  
BK0201PG13800XB

COPY

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 FEB -8 PM 3: 12

LINDA SLATER  
RECORDER.

\$10<sup>00</sup> PAID *KG* DEPUTY

**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 February 10, 2007

ALAN GLOVER, City Clerk and Clerk of the First  
Judicial District Court and the State of Nevada in  
and for Carson City

*[Signature]*  
Deputy

**SEAL**

05083948020

BK0201PG1381019