

Assessor's Parcel Number: 1420-35-411-013

Recording Requested By: Karen Hooper

Name: Karen Hooper

Address: 1686 Chignita Circle

City/State/Zip: Minden, NV 89423

Real Property Transfer Tax: \$ _____

DOC # **0721426**
04/15/2008 12:46 PM Deputy: GB
OFFICIAL RECORD
Requested By:
KAREN HOOPER

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 8 Fee: 21.00
BK-0408 PG-3580 RPTT: 0.00



Marital Agreement

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

MARITAL AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of March, 2008, at Minden, Nevada, by and between WILLIAM JAMES HOOPER ("James") and KAREN L. HOOPER, aka KAREN ALANIS-HOOPER ("Karen"), both of Douglas County, Nevada, with reference to the following facts and purposes:

- A. James and Karen are husband and wife, having been lawfully married on September 29, 1990, in the State of California.
- B. Since the date of their marriage, James and Karen have lived together continuously as husband and wife.
- C. *The parties do not presently contemplate a separation and have no intention of obtaining a dissolution of marriage.*
- D. James and Karen have purchased, jointly, that certain real property located at 1686 Chiquita Circle, in the town of Minden, County of Douglas, State of Nevada (hereinafter the "real property").
- E. The parties intend and desire by this Agreement to define their respective rights in such real property by both or either of them, and to fix in writing their respective and collective rights in such real property.
- F. Both parties hereto recognize that this Agreement is a marital agreement executed during marriage, and understand and intend that the provisions of this Agreement shall prevail over the provisions of law otherwise applicable in the absence of this Agreement.

THEREFORE, for good and valuable consideration, including, without limitation, the mutual promises, conditions and agreements set forth herein, the parties agree as follows:

1. **Effective Date:** This Agreement shall be and become effective as of the date of its execution as set forth above on the first page of this Agreement.
2. **Advice of Counsel; Voluntary Agreement:**
 - a. The parties acknowledge that the material terms and conditions of this Agreement have been negotiated directly between them without the advice of an attorney.
 - b. Each of the parties acknowledges that he or she has given full and mature thought to the making of this Agreement, is fully aware of its contents, understands its contents and legal effect, and understands that it will be legally binding when executed by both of them.
 - c. Each of the parties represents and warrants that this Agreement was entered into freely and voluntarily by each of them. Each has independently ascertained and weighed all of the facts, contentions and circumstances likely to influence his or her judgment. Each party further represents and warrants that he or she was not acting under menace, duress, fraud or undue influence of any kind whatsoever from any person, the other party hereto or his or her agents, in entering into this Agreement.
3. **Confidential Relationship:** The parties acknowledge their understanding that as husband and wife they are subject to the general rules governing fiduciary relationships which control the actions of persons standing in a confidential

relationship, as defined by California statutory and case law, including but not limited to California Family Code Sections 721(b) and 1100(e). The parties acknowledge and agree that each has conscientiously endeavored to fulfill the duties and obligations imposed upon each of them by California statutory and case law with respect to this Agreement, and will continue to do so under its terms.

4. **Real Property Acquired**: The parties agree that they purchased the real property described above on or about July 26, 2005, for the purchase price of Six Hundred Thirty Thousand Dollars (\$630,000.00), plus an additional One Hundred Twenty Thousand Dollars (\$120,000.00) invested in improvements, for a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00). There is an outstanding mortgage (in Karen's name) in the principle amount of approximately One Hundred Four Thousand Dollars (\$104,000.00).

- a. **Down Payment for Real Property**: The following separate property funds were used to make the down payment of for said real property:

Karen Five Hundred Fifty Thousand Dollars (\$550,000.00)

James Eighty Six Thousand Dollars (\$86,000.00)

In the event of the parties' dissolution of marriage, the parties hereto agree that each is entitled to reimbursement of their down payment upon sale or exchange of said real property.

- b. **Manner of Title**: Subject to the parties' respective rights to reimbursement as set forth in 5a, above, the parties hereto agree that they shall take title to said real property as Joint Tenants. It is both parties

intention, and both parties agree, that in the event of the death of either party, said real property shall pass to the surviving party under joint tenancy laws in effect at that time.

c. **Debt Obligations on said Real Property:** The parties hereto agree that all obligations (including principal and interest) incurred due to or as a consequence of the purchase, and all taxes, insurance premiums and maintenance costs of said real property shall be paid by both parties equally.

d. **Sale of said Real Property:** The parties hereto agree that all proceeds realized upon sale or exchange of said real property, less debts, encumbrances and the parties' rights to reimbursement as set forth above, shall be divided equally between them.

6. **Parties and Persons Bound:** This Agreement shall bind the parties to the Agreement and their respective heirs, executors, administrators, representatives, assigns and any other successors in interest.

7. **Execution Formalities:** The parties specifically agree that forthwith upon their execution of this Agreement, their respective signatures shall be acknowledged by a notary public, in their presence. The parties further acknowledge that the date which is set forth on the first page of this Agreement is the actual date on which they and each of them are signing this Agreement. This Agreement or a memorandum of this Agreement may be recorded at any time and from time to time by either party in any place or office authorized by law for the recording of the documents affecting title to or ownership status of said real property,

specifically including, but not limited to, any county in which either party resides during the marriage, and any county in which either party owns or may own real or personal property.

8. **Applicable Law** : This Agreement is executed in the State of Nevada and shall be subject to and interpreted under the laws of the State of Nevada.
9. **Entire Agreement**: This Agreement contains the entire understanding and agreement of the parties concerning said real property, and there have been no promises, representations, warranties or undertakings by either party to the other, oral or written of any character or nature, except as set forth herein.
10. **Modification, Revocation**: This Agreement may be altered, amended, modified or revoked only by an instrument in writing expressly referring to this Agreement, executed, signed and acknowledged by the parties hereto, and by no other means. Each of the parties waives the right to claim, contend or assert in the future that this Agreement was modified, canceled, superseded, or changed by an oral agreement, course of conduct, or estoppel.

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11. **Invalidity; Severability:** If any terms of this Agreement are deemed to be ambiguous, such ambiguity shall not be construed against either party. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have executed this Marital Agreement on the date set forth above on the first page of this Agreement.



WILLIAM JAMES HOOPER



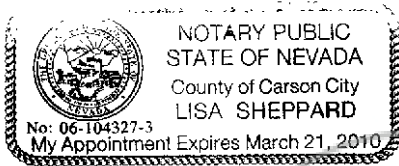
KAREN L. HOOPER

STATE OF NEVADA)
)
COUNTY OF ~~DOUGLAS~~) *Carson City*

On 3/3/09, before me, Lisa Sheppard
personally appeared WILLIAM JAMES HOOPER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in this authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Lisa Sheppard
(Signature)



STATE OF NEVADA)
)
COUNTY OF ~~DOUGLAS~~) *Carson City*

On 3/3/08, before me, Lisa Sheppard
personally appeared KAREN L. HOOPER, aka KAREN ALANIS HOOPER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in this authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Lisa Sheppard
(Signature)

