

APN # 1420-29-812-025

Recording Requested by/Mail to:

Name: Millward Law, Ltd.

Address: 1591 Mono Ave.

City/State/Zip: Minden, NV 89423



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KAREN ELLISON, RECORDER

Order Adopting Stipulation Resolving Motion for Order to Show Cause

Title of Document

----- (Only use if applicable) -----

The Undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)


Signature

Michael B Millward
Printed Name on behalf of Martha Hartman-Rubio

This document is a Final Order constituting a lien against the real property APN 1420-29-812-025 in the amount of \$25,000.00 owed to ex-spouse to be taken from proceeds of sale real property. See Exhibit 1, page 3, lines 15 – 17.

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SEP 09 2014 SEP 22 2014 SEP 22 AM 11:16

1 CASE NO. 11-DI-0247

2 DEPT. NO. I

DOUGLAS COUNTY DISTRICT COURT CLERK
DOUGLAS COUNTY DISTRICT COURT CLERK
TED HIRAN CLERK

3
4 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
5 IN AND FOR THE COUNTY OF DOUGLAS

6
7 TIMOTHY HARTMAN,

8 Plaintiff,

9 vs.

10 MARIA HARTMAN,

11 Defendant.

12 **ORDER ADOPTING STIPULATION RESOLVING**
13 **MOTION FOR ORDER TO SHOW CAUSE**

14 The Court being fully aware of the matters contained in the *Stipulation Resolving*
15 *Motion for Order to Show Cause*, on file herein, and for good cause appearing, enters the
16 following Order:

17 The parties' Stipulation referenced above is approved by the Court and the terms
18 are incorporated herein.

19 DATED this 17th day of September, 2014.

20 Robert S. D...
21 DISTRICT COURT JUDGE

ATTORNEY MARILYN D. YORK, INC.
550 CALIFORNIA AVENUE, RENO, NEVADA 89509
(775) 324-7979 FAX (775) 324-7991
LICENSED IN NEVADA & CALIFORNIA

COPY

Exhibit 1

RECEIVED

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SEP 09 2014

2014 SEP -9 PM 3:45

1 CASE NO. 11-DI-0247

2 DEPT. NO. I

DOUGLAS COUNTY
DISTRICT COURT CLERK

~~TERESA~~
CLERK

3

4 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

5

IN AND FOR THE COUNTY OF DOUGLAS

6 TIMOTHY HARTMAN,

7 Plaintiff,

8

vs.

9 MARIA HARTMAN,

10

Defendant.

11

12 **STIPULATION RESOLVING MOTION FOR ORDER TO SHOW CAUSE**

13

Plaintiff, TIMOTHY HARTMAN (hereinafter "Mr. Hartman"), through his
14 counsel, Marilyn D. York, Esq., of Attorney Marilyn D. York, Inc., and Defendant,

15

MARIA HARTMAN, nka MARIA HARTMAN-RUBIO (hereinafter referred to as "Ms.
16 Hartman-Rubio"), through her counsel, Kevin J. Szotkowski, Esq., hereby stipulate to

17

and agree to the following terms:

18

I. UNDISPUTED FACTS

19

1. The parties own a home located at 1126 North Folk Trails, Minden,
20 Nevada. As part of the terms of the Decree of Divorce the parties continued to own this
21 home jointly.

22

2. Mr. Hartman began residing in the home in November 2013 and
23 subsequently filed for bankruptcy. The home is currently an asset that has been
24 surrendered to the bankruptcy proceeding with the plan that the home be returned to
25 the parties at the conclusion of the bankruptcy. The bankruptcy is now discharged and
26 the home has been returned to the parties at the conclusion of the bankruptcy and all
27 judgement liens are removed from the home. Mr. Hartman has retained his bankruptcy

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1 counsel to file the necessary documents with the bankruptcy court to remove the
2 judgment lien and the Court has granted removal.

3 **II. AGREEMENT**

4 1. Ms. Hartman-Rubio, shall be given the first opportunity to modify or
5 refinance the mortgage associated with the property located at 1126 North Folk Trails,
6 Minden, Nevada, and to retain the property as her sole and separate property. Mr.
7 Hartman shall execute a quit-claim deed in Ms. Hartman-Rubio's favor at the time of
8 the signing of this agreement to allow Ms. Hartman-Rubio to move forward with the
9 modification/refinance process. Mr. Hartman may remain in the home until such time
10 as the modification/refinance is approved. Upon notice from Bank of America and Ms.
11 Hartman-Rubio that the modification/refinance has been approved, including providing
12 documentation proving the modification or refinance was approved, Mr. Hartman has
13 thirty (30) days to vacate the residence. Mr. Hartman agrees to keep all utilities,
14 property maintenance, repairs, upkeep and homeowner's association dues current until
15 residence. ~~XXXXXX~~ If Ms. Hartman-Rubio's modification/refinance
16 efforts are successful, Ms. Hartman-Rubio shall retain the property as her sole and
17 separate property, including any tax benefit associated therewith in the 2014 tax year
18 that she incurs after Mr. Hartman moves out and each year thereafter. Mr. Hartman
19 shall claim all taxable expenses he has paid during tax year 2014. Both parties waive
20 any request for reimbursement from one another. If Ms. Hartman's modification is
21 successful, then Mr. Hartman shall relinquish any and all interests to said property and
22 he shall have no further financial responsibility for the property whatsoever.

23 2. In the event Mr. Hartman continues to live in the home after September
24 2014, he agrees to pay to Ms. Hartman \$500 per month as "Co-ownership
25 compensation", beginning October 1, 2014 and November 1, 2014, thereafter. The \$500
26 payment shall be referred to "Co-owner compensation" to avoid putting the home into
27 "Rental Status" which would disqualify the home for loan modification.

1 3. In the event Ms. Hartman-Rubio cannot modify or refinance the loan,
2 within 2 ½ months of the date of this Agreement, or by December 8, 2014 and subject to
3 Bank of America's final disposition of the loan, Mr. Hartman shall be given the
4 opportunity to refinance or modify the debt. To ensure Mr. Hartman is afforded this
5 opportunity, Ms. Hartman-Rubio shall also execute a Quitclaim Deed at the time of the
6 signing of this agreement, to be held by counsel for Mr. Hartman and shall only be
7 recorded in the event Ms. Hartman-Rubio's modification/refinance attempts are
8 unsuccessful. If Mr. Hartman successfully modifies or refinances the mortgage, Mr.
9 Hartman shall retain the property as his sole and separate property with Ms. Hartman-
10 Rubio relinquishing any and all interests to said property. Under this scenario, Mr.
11 Hartman shall be entitled to any and all tax benefits associated with the home for the
12 2014 tax year and each year thereafter. Mr. Hartman may also remain living at the
13 property or sell at his own discretion. Ms. Hartman-Rubio also waives any and all
14 reimbursements claims for funds owed to her while Mr. Hartman has resided in the
15 residence, save and except Mr. Hartman agrees to the attachment of a \$25,000 lien to
16 the property specifically for Ms. Hartman-Rubio's benefit in the event the home is ever
17 sold, Ms. Hartman shall receive the first \$25,000 in equity from the sale of the home.

18 4. Both parties specifically agree and acknowledge that they may be required
19 to remain on the mortgage with their former spouse even after the mortgage is
20 modified, in order to qualify for the requested modification. Both parties agree to do so,
21 however, the party who holds title and ultimate ownership of the home as set forth
22 herein, shall be fully responsible for the future mortgage and hold the other party
23 harmless therefrom. The titled-party shall be required to make all mortgage payments
24 on time and in the event of a future default on the modified loan of more than ninety
25 (90) days, the titled-party must sell or otherwise refinance the home to remove the non-
26 titled party's name from the mortgage associated therewith, including a short-sale, if
27 necessary.

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1 5. In the event neither party can modify or refinance the mortgage the
2 parties agree the home shall be sold or short sold with the parties individually dealing
3 with any equity or deficiency associated therewith. It is understood that Mr. Hartman's
4 deficiency through short sale or foreclosure is relieved by the former bankruptcy. Ms.
5 Hartman-Rubio should seek counsel for bankruptcy or other means to protect her from
6 deficiencies or tax penalties. The parties shall work together in good faith to resolve
7 this dispute. The parties request by this settlement agreement the Court be removed
8 from jurisdiction over this issue and seek mediation in the event the parties cannot
9 reach an agreement.

10 6. Bank of America, the mortgage bank, will remain the First Lien Holder
11 and has ultimate control of the property and its disposition, occupancy, etc., above the
12 parties. If at any time the mortgage bank forces a foreclosure or short sale during the
13 process of this agreement and the subsequent attempts to modify the loan by either
14 party, the bank shall have full control and jurisdiction over the property and the parties
15 to the mortgage, and the bank's requirements at all times supersede this agreement.
16 Any and all terms of this agreement shall be subordinate to the bank's requirements
17 including rendering null and void any or all points in conflict with the bank's legal
18 mandates and requirements. Each party shall be responsible for any and all of their
19 own tax consequences reported to the IRS by the bank individually in the event of
20 foreclosure or short sale. Neither party shall hold the other party liable for any of their
21 own taxes or penalties resulting from a Foreclosure or Short Sale of property now or in
22 the future. Furthermore, in this event, Ms. Hartman-Rubio's conditional right to a
23 \$25,000 lien on the property or any other claims shall be null and void.

24 7. Both parties agree, in addition to signing reciprocal Quitclaim Deeds, to be
25 held by one another and only recorded under the specific events outlined hereinabove.
26 The party who is not able to reorganize or modify the loan in their favor, shall
27 relinquish the original un-recorded Quitclaim Deed to the other party within ten (10)

28

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1 days of receipt of proof of that modification. The parties agree to fully cooperate with
2 each other while the other party attempts to modify the mortgage including to show
3 "Owner Occupied Status" by providing the necessary and required documentation to the
4 bank.

5 8. Ms. Hartman-Rubio agrees to withdraw her Motion for Order to Show
6 Cause and any hearing scheduled to address this motion shall be vacated.

7 9. Both parties are responsible for their own attorney's fees.

8 10. The parties agree upon successful settlement of this stipulation that the
9 Court shall have no further jurisdiction over this matter. Any and all future disputes
10 regarding the Marital Settlement Agreement and Decree of Divorce shall be worked on
11 together, and if not resolved, shall be presented to an independent mediator.

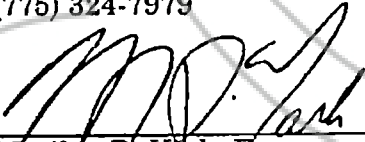
12 11. All prior orders not specifically modified herein remain in full force and
13 effect.

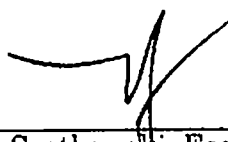
14 **Affirmation pursuant to NRS 239B.030.** The undersigned affirms that the
15 preceding document does not contain the social security number of any person.

16 DATED this 5th day of September, 2014. DATED this 5th day of September, 2014.

17 Attorney Marilyn D. York, Inc.
18 548 California Ave.
19 Reno, Nevada 89509
(775) 324-7979

The Law Offices of Kevin Szotkowski
200 S. Virginia St., Suite 800
Reno, Nevada 89501

20 
21 _____
22 Marilyn D. York, Esq.
23 Attorneys for TIMOTHY HARTMAN


24 _____
25 Kevin J. Szotkowski, Esq.
26 Attorneys for MARIA HARTMAN

27 ///
28 ///
///
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1 DATED this 6th (6th) day of September, 2014.

DATED this 5 day of September, 2014.

2
3
4 [Signature]
TIMOTHY HARTMAN

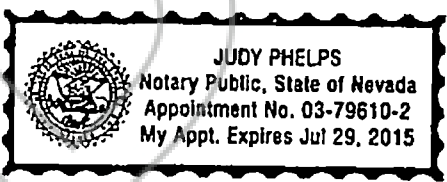
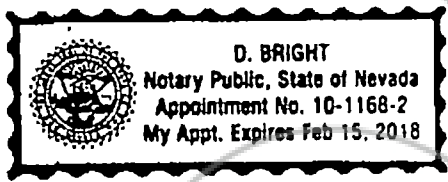
[Signature]
MARIA HARTMAN RUBIO

5
6 Subscribed and sworn to before me
this 6th day of September, 2014,
by Timothy Hartman

Subscribed and sworn to before me
this 5 day of September, 2014.
By Maria Hartman-Rubio

7
8 [Signature]
Notary Public

[Signature]
Notary Public



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CERTIFIED COPY

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

6 DATE 3-18-2020
BOBBIE R. WILLIAMS Clerk of Court
of the State of Nevada, in and for the County of Douglas,
By [Signature] Deputy