

138232

SPEED LETTER®

EMIL ALCANTARA

TO MICHAEL REBALEATI

FROM ORIENTAL FOOD MART, INC.

EUREKA CTY. RECORDER/AND.

RT 3 BOX 810

1444 Airline Drive

MINDEN, LA. 71055

Bossier City, Louisiana 71010

318-377-3116

Telephone 318-742-9958

EUREKA, NEV. 89316

SUBJECT ASSESSOR PARCEL #5-330-04

No. 9 & 10 FOLD

MESSAGE

DATE Oct. 8 19 91

In. Re: to our phone conversation today,
enclose Bill of Sale and Appraisal that
stated parcel # 5-330-04, and
SE 1/4 of SW 1/4

SEC 5

T 30 N

R 50 E

THANKS.

SIGNED

Emil Alcantara

REPLY

DATE _____ 19__

The above property description refers to Paragraph XI section(a), page 3.

No. 9 FOLD

No. 10 FOLD

SIGNED

GrayLine "SNAP-A-WAY" FORM 44-902 3 PARTS
WILSON JONES COMPANY • © 1961 • PRINTED IN U.S.A.

RETAIN WHITE COPY, RETURN PINK COPY

673

BOOK 227 PAGE 229

This declaration under penalty of perjury must be executed within California. If document is executed outside California, attach an affidavit.

Form Adopted by Rule 1288 of Judicial Council of California Effective January 1, 1970 CLERK 788

REQUEST AND DECLARATIONS FOR FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

Name, Address and Telephone Number of Attorney(s)

Space Below for Use of Court Clerk Only

MICHAEL, ANTHONY & LINDSEY Attorneys at Law P. O. Box 1529 245 West Laurel Drive Salinas, California 93901 Telephone: (408) 449-5477

ENTERED REEL 66 PAGE 611 DEC 1 4 43 PM 1972

Dec 1 4 39 PM 1972

ERNEST A. MAGGINI COUNTY CLERK DEPUTY

RIA

ERNEST A. MAGGINI COUNTY CLERK DEPUTY

Attorney(s) for Petitioner

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

In re the marriage of

CASE NUMBER DR 3296

Petitioner: LUNINGNING D. ALCANTARA and

FINAL JUDGMENT (MARRIAGE) OF

Respondent: EMILIANO G. ALCANTARA

DISSOLUTION

(LEGAL SEPARATION/NULLITY/DISSOLUTION)

The court acquired jurisdiction of the respondent on May 15, 1972 by: (Date)

- Service of process on that date, respondent not having appeared within the time permitted by law.
Service of process on that date and respondent having appeared.
Respondent on that date having appeared.

The court orders that:

- Pursuant to Civil Code Section 4506(1) or Civil Code Section 4506(2), a Judgment of Legal Separation and such other orders as are set out below be entered.
Pursuant to Civil Code Section 4400, Civil Code Section 4401, or Civil Code Section 4425(1), a Judgment of Nullity and such other orders as are set out below be entered, and that the parties be restored to the status of unmarried persons.
Pursuant to Civil Code Section 4506(1) or Civil Code Section 4506(2), a Final Judgment of Dissolution be entered, and that all of the provisions of the interlocutory judgment, which was entered on July 31, 1972, except as otherwise set out below, be made binding the same as if set forth in full, and that the parties be restored to the status of unmarried persons.

Dated Dec 1 1972

E. Maggini Judge of the Superior Court

Form Adopted by Rule 1288 of Judicial Council of California Revised Effective January 1, 1970

FINAL JUDGMENT (MARRIAGE) NOTICE OF ENTRY OF JUDGMENT

MAILED BY CLERK ON DEC 4 1972

Name, Address and Telephone Number of Attorney(s)

MICHAEL, ANTHONY & LINDSEY
Attorneys at Law
P. O. Box 1529
243 West Laurel Drive
Salinas, California 93901
Telephone: (408) 449-5477

Attorney(s) for Petitioner

ENTERED
REEL 65 PAGE 969
JUL 31 4 00 PM '72

ERNEST A. MAGGINI
COUNTY CLERK
DEPUTY *H. Casaderan*

JUL 31 10 00 AM 1972

ERNEST A. MAGGINI
COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

In re the marriage of

Petitioner: LUNINGNING D. ALCANTARA

and

Respondent: EMILIANO G. ALCANTARA

CASE NUMBER

DR 3296

INTERLOCUTORY JUDGMENT OF DISSOLUTION OF MARRIAGE

This proceeding was heard on July 21, 1972 before the Honorable ELMER L. MACHADO
(Date)

Department No. 3

The court acquired jurisdiction of the respondent on May 15, 1972 by:
(Date)

- Service of process on that date, respondent not having appeared within the time permitted by law.
- Service of process on that date and respondent having appeared.
- Respondent on that date having appeared.

The court orders that an interlocutory judgment be entered declaring that the parties are entitled to have their marriage dissolved. This interlocutory judgment does not constitute a final dissolution of marriage and the parties are still married and will be, and neither party may remarry, until a final judgment of dissolution is entered.

The court also orders that, unless both parties file their consent to a dismissal of this proceeding, a final judgment of dissolution be entered upon proper application of either party or on the court's own motion after the expiration of at least six months from the date the court acquired jurisdiction of the respondent. The final judgment shall include such other and further relief as may be necessary to a complete disposition of this proceeding, but entry of the final judgment shall not deprive this court of its jurisdiction over any matter expressly reserved to it in this or the final judgment until a final disposition is made of each such matter.

The Court also orders that the Marital Settlement Agreement entered into by the parties bearing an execution date of June 30, 1972, and received in evidence is hereby approved and made a part of this Interlocutory Judgment of Dissolution of Marriage, and the parties are hereby ordered to do and perform all things to be done by them under the terms of the said agreement.

Dated July 28, 1972

Elmer L. Machado
Judge of the Superior Court

Form Adopted by Rule 1287 of
Judicial Council of California
Effective January 1, 1970
CLARK 192

INTERLOCUTORY JUDGMENT OF DISSOLUTION OF MARRIAGE

NOTICE OF ENTRY OF JUDGMENT

MAILED BY CLERK ON AUG 1 1972

1 MICHAEL, ANTHONY & LINDSEY REEL 65 PAGE 970
2 Attorneys at Law
3 109 East Alisal Street
4 Salinas, California 93901
5 Telephone: (408) 424-2805
6
7 Attorneys for Petitioner

R/A

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MONTEREY

10 In re the marriage of
11 Petitioner: LUNINGNING D. ALCANTARA
12 and
13 Respondent: EMILIANO G. ALCANTARA

No. DR 3296
MARITAL SETTLEMENT
AGREEMENT

14
15 AGREEMENT

16 Paragraph I: Introduction

17 We, EMILIANO GONZALES ALCANTARA, who is referred to in this
18 agreement as "Husband" and resides in Los Angeles County, California,
19 and LUNINGNING DOLORES ALCANTARA, who is referred to in this agree-
20 ment as "Wife" and resides in Monterey County, California, make
21 this agreement as of the date provided in Paragraph XXIII.

22 Paragraph II: Statistical Facts

23 We make this agreement with reference to the following facts:

- 24 (a) We were married on September 23, 1966, in Watsonville,
25 California, and ever since have been and are husband and wife.
26 (b) We separated on January 21, 1972.
27 (c) We have one child of our marriage, EMILY LU ALCANTARA,
28 born July 13, 1967.

1 Paragraph III: Agreement To Separate

2 Because unhappy differences have arisen between us, we have
3 agreed and now agree to separate and to live permanently apart.

4 Paragraph IV: Recital of Marital Proceeding On File

5 A proceeding for dissolution of our marriage has been filed
6 by Wife in the Superior Court of the County of Monterey, Case No.
7 DR 3296.

8 Paragraph V: Purpose of This Agreement

9 The purpose of this agreement is to make a final and complete
10 settlement of all rights and obligations between us including our
11 respective property rights, the custody of our child and our
12 rights and obligations with reference to child and spousal support.

13 Paragraph VI: Health and Employment of The Parties

14 Husband is in good health and does not require extraordinary
15 medical attention. Wife is in good health and does not require
16 extraordinary medical attention. Both Husband and Wife are
17 employed.

18 Paragraph VII: Child Custody and Visitation Rights

19 We agree that Wife shall have custody of our minor child,
20 EMILY LU ALCANTARA, with the right of reasonable visitation
21 reserved to Husband. We agree that reasonable visitation shall be
22 defined as the right to have the child with him one week-end a
23 month from Friday evening until Sunday night plus the right to
24 have the child for a two week period each year during the summer
25 months.

26 Paragraph VIII: Child Support

27 We agree that Husband shall pay Wife as and for child support
28 the sum of Seventy-Five Dollars (\$75.00) per month, payable one-

1 half on the first and one-half on the fifteenth day of each month,
2 commencing July 15, 1972, and terminating upon the child's death,
3 marriage, emancipation or reaching majority.

4 Paragraph IX: Spousal Support

5 We agree that in lieu of any spousal support, Husband will
6 assume the community obligations listed in Paragraph XIII.

7 Paragraph X: Property Transferred to Wife

8 Husband hereby transfers to Wife as her separate property all
9 his interest in the following community property:

- 10 (a) 1966 Ford Thunderbird automobile.
11 (b) \$1,000.00 Certificate of Deposit of Bank of America.

12 Paragraph XI: Property Transferred to Husband

13 Wife hereby transfers to Husband as his separate property all
14 her interest in the following community property:

- 15 (a) 40 acres unimproved land near Elko, Nevada, title to
16 which is in both parties' names.
17 (b) 1970 Volkswagen Camper Bus.
18 (c) 1959 Jaguar XKE automobile.
19 (d) 1960 M.G.A. automobile.
20 (e) Furniture and furnishings in parties' last residence.

21 Paragraph XII: Obligations to be Assumed By Wife

22 Wife shall assume and pay the following community obligations:

- 23 (a) All medical bills in Los Angeles County, California for
24 treatment given Wife.

25 Paragraph XIII: Obligations to be Assumed By Husband

26 Husband shall assume and pay the following obligations in lieu
27 of spousal support:

- 28 (a) Perdruan Investment Company, Oakland, California - real

1 property loan secured by land referred to in Paragraph XI . . .
2 approximately \$2,400.00.

3 (b) Wells Fargo Bank, San Jose, California - student loan . . .
4 approximately \$1,000.00.

5 (c) Wells Fargo Bank, San Jose, California - automobile loan
6 secured by Volkswagen Camper Bus referred to in Paragraph XI . . .
7 approximately \$1,700.00.

8 (d) San Jose State College, San Jose, California - student
9 loan . . . approximately \$1,700.00.

10 (e) Union Oil Company . . . approximately \$300.00.

11 (f) W. T. Grant Store, San Jose, California - approximately
12 \$100.00.

13 (g) Husband's mother, Long Beach, California - \$700.00

14 Paragraph XIV: Entire Community Property

15 We agree that the community assets and obligations named in
16 this agreement are all our community assets and obligations and
17 that any other property that was community property has already
18 been disposed of by prior agreements between us.

19 Paragraph XV: Separate Property

20 We agree that the 1972 Ford Pinto automobile purchased by
21 Wife subsequent to our separation on January 21, 1972, is Wife's
22 separate property and that payment for the automobile is Wife's
23 separate obligation. Husband hereby waives any and all claim of
24 a community property interest in the said 1972 Ford Pinto automobile.

25 Paragraph XVI: Execution of Further Instruments

26 Each of us agrees, on the demand of the other, to execute or
27 deliver any instrument, furnish any information, or perform any
28 other act reasonably necessary to carry out the provisions of this

1 agreement without undue delay or expense. Either of us who fails
 2 to comply with this paragraph shall reimburse the other party for
 3 any expenses, including attorney's fees and court costs, that as a
 4 result of this failure become reasonably necessary for carrying
 5 out this agreement.

6 Paragraph XVII: Agreement is Entire

7 This agreement contains the entire agreement of the parties
 8 on the matters it covers, and it supersedes any previous agree-
 9 ment between us. No other agreement, statement, or promise made
 10 by or to either of us or the agent or representative of either of
 11 us shall be binding on us unless it is in writing and signed by
 12 both of us, or unless contained in an order of a court of
 13 competent jurisdiction.

14 Paragraph XVIII: Heirs, Successors, Assigns

15 This agreement shall inure to the benefit of and be binding
 16 on each of us and the heirs, personal representatives, assigns,
 17 and other successors in interest of each of us.

18 Paragraph XIX: Indentification of Attorney for Each Party

19 Wife has retained James A. Michael, an attorney at law duly
 20 licensed to practice in the State of California, to advise her in
 21 connection with this agreement and the pending proceeding for
 22 dissolution of marriage.

23 Husband has retained J. F. Novinger, an attorney at law duly
 24 licensed to practice in the State of California, to advise him in
 25 connection with this agreement.

26 Paragraph XX: Wife's Attorney Fees to be Paid by Husband

27 Husband agrees to pay from his separate property to Wife's
 28 Attorneys, MICHAEL, ANTHONY & LINDSEY, the amount of \$337.00 to

1 compensate Wife's attorneys for his service and costs in connection
2 with this proceeding. These fees and costs shall be paid as
3 follows: \$50.00 per month commencing July 15, 1972.

4 Paragraph XXI: Legal Representation

5 We acknowledge that each of us has read this agreement and
6 has had it fully explained by his own counsel and is fully aware
7 of its contents and of its legal effect.

8 Paragraph XXII: Incorporation and Merger into Judgment

9 This agreement shall be submitted to the court for incorpora-
10 tion and merger into the Interlocutory Judgment of Dissolution in
11 the proceeding between us.

12 Paragraph XXIII: Effective Date

13 We execute this agreement on June 30, 1972, and make it
14 effective on July 15, 1972, or as of the rendition of the
15 Interlocutory Judgment of Dissolution in the pending proceeding
16 between us, whichever comes first.

17 Paragraph XXIV: Signatures of Parties and Attorneys

18 Approved as to form:
19 MICHAEL, ANTHONY & LINDSEY

20
21 James A. Michael Luningaing Dolores Alcantara
22 James A. Michael Luningaing Dolores Alcantara
23 Attorney for Wife Wife

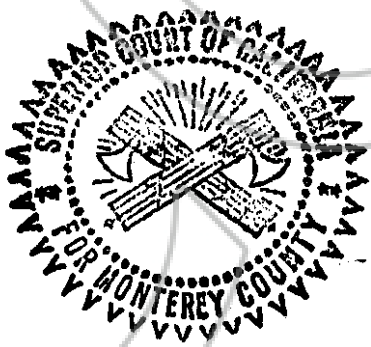
24
25 DEWAR, ROMIG & ANTON, INC.

26
27 J.P. Novinger Emiliano Gonzalez Alcantara
28 J.P. Novinger Emiliano Gonzalez Alcantara
Attorney for Husband Husband

BOOK 227 PAGE 229
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Emil Alcantara
'91 OCT 16 P1:52

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE \$ 14⁰⁰

138232



I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A
TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED SEP 16 1991
ERNEST A. MAGGIONI, CLERK
BY [Signature] DEPUTY

BOOK 227 PAGE 238