APN #
Recording Requested By:
Name Sharon Marshall
Address 345 PALACE C.R.
City/State/Zip SPRING CREEK
NV. 898/5-6954

EUREKA COUNTY, NV Rec:\$35.00 Total:\$35.00 SHARON MARSHALL

2019-239291 07/22/2019 08:33 AM

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LISA HOEHNE, CLERK RECORDER

Divorce (Title of Document)

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

1 CASE NO.: DR-MD-17-696 2819 SEP - 7 PK 12: 35 DEPT. NO.: 2 ALMO CO A(COMO) COUNT **AFFIRMATION:** 3 Pursuant to NRS 239B.030 this document does not contain the CLERK___CEPUTY social security number of any person 4 IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT 5 6 STATE OF NEVADA, IN AND FOR THE COUNTY OF ELKO SHARON MARSHALL, 8 Plaintiff, VS. STIPULATED DECREE OF DIVORCE BRETT BOND, 10 Defendant. 12 13 14 15

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A Settlement Conference was held on this matter on September 7. 2018. Present at the Conference were, Plaintiff, Sharon Marshall, with her attorney of record, Julie Cavanaugh-Bill, and Defendant, Brett Bond, with his counsel of record, Brett Whipple. After vetting the parties, the Honorable Judge Maddox sought and obtained the following resolution by the parties:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court finds the following facts and makes the following conclusions of law:

- 1. JURISDICTION: That preceding the filing of the Verified Complaint for Divorce, Wife, Sharon Marshall, had been a resident of the State of Nevada for a period in excess of six weeks and was an actual bona fide resident of the State of Nevada, with the intent to permanently make Nevada her home, and for said period has been actually, physically and corporeally present in the said State and domiciled there.
 - 2. **GROUNDS FOR DIVORCE:** That the parties are incompatible in their marriage.
- DATE AND PLACE OF MARRIAGE: That the parties were married May 18, 2013, in Lamoille, Nevada and have since been, and still are, Husband and Wife.
- 4. MINOR CHILDREN: The parties have no minor children and Wife is not pregnant.

- 5. **DIVISION OF COMMUNITY PROPERTY AND DEBTS:** The parties have executed a Property Settlement Agreement, (the "Agreement"), a copy of which is attached hereto as **Exhibit "A,"** and incorporated herein by reference, setting forth an equitable division of community property and the assumption of the liabilities of the community. The parties further certify that the foregoing distribution of the community debts and obligations is fair and equitable.
- 6. **PROPERTY DIVISION EQUALIZER:** In order to be fair and equitable based upon the division of assets and debts between the parties, Husband shall pay an equalizer amount of \$90,000.00, said payment shall be made as follows: Husband shall pay Wife \$1,500.00 per month for twelve (12) months commencing October 5, 2018 and every 5th of the month. After the first twelve months, Husband shall then pay \$3,000.00 per month for twelve (12) months and thereafter, he shall pay \$1,500.00 per month for a remainder of twenty four (24) months. Husband may pay off the \$90,000.00 earlier or in a lump sum if desired. For security of said payment, Husband shall execute a promissory note and deed of trust to Wife within five (5) days of entry of this Decree to his property at: 401 Robins Street, Eureka, Nevada.
 - 7. ATTORNEY'S FEES: Each party shall bear their own attorneys fees and costs
 - 8. MAIDEN NAME: That Plaintiff shall retain her married name: MARSHALL.
- 9. TAX/BANKRUPTCY ADVICE: Neither party has been given tax and/or bankruptcy advice by either counsel.

CONCLUSIONS OF LAW

1. Petition Entitled to Entry of Summary Decree of Divorce

Petitioners are entitled to the entry of a Decree of Divorce under the provision of NRS 125.181 to NRS 125.184, inclusive.

2. Jurisdiction - Parties and Marital Res

The Court has personal and subject matter jurisdiction to enter a Decree of Divorce in this action. NRS 125.020; NRS 125.182.

DECREE OF DIVORCE

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between Petitioners and are wholly dissolved, and each is restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement attached hereto as an exhibit is approved and made a part of this decree. See <u>Exhibit</u> <u>A</u>.

IT IS FURTHER ORDER, ADJUDGED AND DECREED that Petitioners shall each carry out the terms of the agreement contained in and/or identified and attached hereto as Exhibit A.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each Petitioner shall execute any deeds, certificates of title, bills of sale or other evidence of transfer necessary to effectuate the agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in order to be fair and equitable based upon the division of assets and debts between the parties, Husband shall pay an equalizer amount of \$90,000.00, said payment shall be made as follows: Husband shall pay Wife \$1,500.00 per month for twelve (12) months commencing October 5, 2018 and every 5th of the month. After the first twelve months, Husband shall then pay \$3,000.00 per month for twelve (12) months and thereafter, he shall pay \$1,500.00 per month for a remainder of twenty four (24) months. Husband may pay off the \$90,000.00 earlier or in a lump sum if desired. For security of said payment, Husband shall execute a promissory note and deed of trust to Wife within five (5) days of entry of this Decree to his property at: 401 Robins Street, Eureka, Nevada. Payments will be made directly into Wife's Nevada State Bank account and Wife will provide the account information to Husband or his counsel within five (5) days of Notice of Entry.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall retain her maiden name: MARSHALL.

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3	Sharon Marshall Bret Bond
4	Bret Bond
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7	Julie Cavanaugh-Bill NV Bar No: 11533 Attorney for Plaintiff Brett Whipple NV Bar No: Attorney for Defendant
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EXHIBIT "A" PROPERTY SETTLEMENT AGREEMENT

I. INTRODUCTION

THIS AGREEMENT is entered into between SHARON MARSHALL, who shall be hereinafter referred to as "Wife;" and BRETT BOND, who shall hereinafter be referred to as "Husband."

II. RECITAL OF FACTS AND INTENT

- A. Husband and wife were lawfully married on May 18, 2013, in Lamoille, Nevada and have since been, and still are, Husband and Wife.
- **B.** Unhappy differences have arisen between the parties and as a result they have become incompatible in marriage and, therefore, have agreed to separate and live apart.
- C. The purpose of this Agreement is to effect a final and complete division of all of the parties' community and marital property, and community obligations.

III. DIVISION OF COMMUNITY PROPERTY AND DEBTS

The community property and community obligations of the parties shall be divided as follows:

PROPERTY:

The parties agree that the following property shall be set aside to Husband whether identified as his separate property brought into the marriage or community property, and any debts related thereto shall be assumed by Husband and Wife shall be held harmless therefrom. Wife agrees to execute any transfer documents on Husband's property within fifteen (15) days of the entry of the Decree of Divorce:

1. See attached Exhibit "B" hereto.

The parties agree that the following property shall be set aside to Wife whether identified as her separate property brought into the marriage or community property, and any debts related thereto shall be assumed by Husband and Wife shall be held harmless therefrom. Husband agrees to execute any transfer documents on Husband's property within fifteen (15) days of the entry of the Decree of Divorce:

1. See attached Exhibit "B" hereto.

DEBTS:

The parties agree that Husband will assume the following debts:

1. All debts in Husband's name;

The parties agree that Wife will assume the following debts:

1. All debts in Wife's name;

V. WARRANTIES CONCERNING OTHER COMMUNITY PROPERTY

A. Husband and Wife represent to each other that neither of them is now possessed of any community property, of any kind or description, other than the property specifically listed in this Agreement, and that neither of them has made, without the knowledge and consent of the other, any gift or transfer of community property.

B. If it shall hereafter be determined by a court of competent jurisdiction, that either party is now possessed of any community property not set forth above, or that one party has made, without the consent of the other, any gift or transfer or community property other than as set forth in this Property Settlement Agreement, each party hereby covenants and agrees to pay the other, on demand, an amount equal to one-half of the fair market value of such property, together with any attorney's fees and costs necessary of the collection of the same.

VI. PROPERTY DIVISION EQUALIZER

In order to be fair and equitable based upon the division of assets and debts between the parties, Husband shall pay an equalizer amount of \$90,000.00, said payment shall be made as follows: Husband shall pay Wife \$1,500.00 per month for twelve (12) months commencing October 5, 2018 and every 5th of the month. After the first twelve months, Husband shall then pay \$3,000.00 per month for twelve (12) months and thereafter, he shall pay \$1,500.00 per month for a remainder of twenty four (24) months. Husband may pay off the \$90,000.00 earlier or in a lump sum if desired. For security of said payment, Husband shall execute a promissory note and deed of trust to Wife within five (5) days of entry of this Decree to his property at: 401 Robins Street, Eureka, Nevada. Payments will be made directly into Wife's Nevada State Bank account and Wife will provide the account information to

Husband or his counsel within five (5) days of Notice of Entry.

VII. WARRANTIES, WAIVER AND FINALITY CLAUSES: Husband and Wife agree that the following clauses shall apply to this instrument:

- A. Except as otherwise provided for in this instrument, each party releases the other from any and all liabilities, debts or obligations on their community property that have been or will be incurred, and from any and all claims and demands, it being understood that by this Agreement they intend to settle all aspects of their community property rights.
- B. Wife warrants to Husband that she has not incurred, and she covenants that she shall not incur, any liability or obligation for which Husband is or may be liable, except for that indebtedness which Husband has assumed in this Agreement; and Husband covenants and agrees that if any claim, action or proceeding shall hereafter be brought seeking to hold Husband liable on account of any of Wife's debts, liabilities, acts or omissions, Wife shall, at her sole expense, defend Husband against any such claim or demand (whether or not well founded) and that she shall hold him free and harmless therefrom.
- C. Husband warrants to Wife that he has not incurred, and he covenants that he shall not incur, any liability or obligation for which Wife is or may be liable, except for that indebtedness which Wife has fully disclosed and assumed under this Agreement. Husband further covenants and agrees that if any claim, action or proceeding shall hereinafter be brought seeking to hold Wife liable on account of any of Husband's debts, liabilities, acts, or omissions, Husband shall, at his sole expense, defend Wife against any such claim or demand (whether or not well founded) and that he shall hold her free and harmless therefrom, unless Wife failed to disclose any such obligation, or by wrongful act, incurred the obligation.
- D. Wife warrants to Husband that she does not know of any other property, which she owns or which has been acquired during the marriage by either party. Husband warrants to Wife that he does not know of any other property which he owns or which has been acquired during the marriage by either party.
- E. Husband and Wife agree that any and all property acquired by either party from and after the effective date of this instrument shall be the sole and separate property of

the one so acquiring it; and each of them waives any and all property rights in or to such future acquisitions and hereby grants to the other all future acquisitions of property as the sole and separate property of the one so acquiring the same from the effective date of this instrument.

F. Both Husband and Wife waive any and all rights to inherit the estate of the other upon his or her death, or to take property from the other by devise or bequest (unless under a Will executed subsequent to the effective date thereof), or to claim any family allowance or probate homestead, or to act as personal representative upon intestacy of the other's estate (except as the nominee of another person legally entitled to the right), or to act as personal representative under the Will of the other (unless under a Will executed subsequent to the effective date thereof).

VIII. ATTORNEY'S FEES: Both parties shall bear their own attorneys fees and costs.

IX. ATTORNEY REPRESENTATION

- A. It is acknowledged and agreed that Wife, SHARON MARSHALL, is represented by JULIE CAVANAUGH-BILL, who is duly licensed to practice in the State of Nevada, for advice in connection with this instrument.
- **B.** It is acknowledged and agreed that Husband, BRETT BOND, is represented by BRETT WHIPPLE, ESQ., who is duly licensed to practice in the State of Nevada, for advice in connection with this instrument.
- C. Each of the parties acknowledges that he/she has had ample opportunity to review this Agreement and contribute to its connections and wording, to discuss it with their respective attorneys, and to gain an understanding of his/her rights and obligations hereunder, and that he/she does understand the terms and provisions of this document; therefore, neither party shall be deemed to have drafted the document so as to have the instrument construed against him/her in some later dispute as to its meaning.
 - **D.** Neither party has been given any tax advice by their respective attorney's.
- X. FURTHER INSTRUMENTS: Husband and Wife mutually promise and agree, on demand, to execute any other or further instrument necessary or convenient to carry out the provisions of this instrument.

XI. FINALITY OF SEPARATION SETTLEMENT

- A. Husband and Wife agree that they may not alter, amend or modify the marital property agreement contained in this instrument, except by an instrument in writing executed by both Husband and Wife.
- **B.** Husband and Wife agree that this document may be introduced in evidence in any action for a divorce that might be brought by either party or that may be pending and that the same may be made part of a Judgment of Divorce. However, this instrument shall not be construed or considered as an agreement requiring the parties to obtain a divorce, and said agreement shall have full force and effect regardless of whether a divorce action is finalized.
- XII. SEPARATION OF PARTIES: The parties may at all times hereafter live and continue to live separate and apart for the rest of their natural lives. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Subject to the provisions of this agreement, each may reside at such place or places as he or she may select.
- XIII. JURISDICTION: The parties stipulate that the State of Nevada shall assume subject matter jurisdiction over this case and personal jurisdiction over each of the parties. Thereafter any disputes that may arise hereunder shall be resolved through the State of Nevada and in accordance with Nevada Law to the extent permitted by the Nevada Revised Statutes.
- XIV. EXECUTION: Husband and Wife execute this instrument on, or make its agreements effective from, the date of the last signature as indicated by the notarizations below.

Cavanaugh-Bill Law Offices, LLC 401 Railroad Street, Suite 307	Elko, Nevada 89801	(775) 753-4357; fax (775) 753-4360
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WIFE'S VERIFICATION

STATE OF NEVADA)
COUNTY OF ELKO)ss.)

Sharon Marshall, being first duly sworn under penalties of perjury, deposes and says: That the undersigned is the Plaintiff in the above-entitled action; that I have read the above and foregoing Property Settlement Agreement, and know the contents thereof; that the same is true of my own knowledge, except for any matters therein stated upon information and belief, and as to those matters, I believe them to be true.

Sharon Marshall, Plaintiff

Subscribed a	and sworn	to-me		ممم	· · · · · · · · · · · · · · · · · · ·
his	_day of	2pt	, 2018.		ANGELA ABEYTA VALLES Notary Public, State of Nevada
An 1		1.6			Appointment No. 12-8316-6 My Appt. Expires Jul 27, 2020

Notary Public in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA COUNTY OF ELKO

On this , 2018, personally appeared before me, a day of Notary Public, Sharon Marshall, known or proved to me to be the person who executed the foregoing Property Settlement Agreement, and who acknowledged to me that she did so Treely and voluntarily and for the uses and purposes herein stated.

NOTARY PUBLIC

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HUSBAND'S VERIFICATION

STATE OF NEVADA)
COUNTY OF ELKO)ss)

Brett Bond, undersigned is one of the petitioners in the above-entitled action; that I have read the above and foregoing Property Settlement Agreement, and know the contents thereof; that the same is true of my own knowledge, except for any matters therein stated upon information and belief, and as to those matters, I believe them to be true.

Brett Bond, Defendant

ANGELA ABEYTA VALLES Notary Public, State of Nevada Appointment No. 12-8316-6 My Appt. Expires Jul 27, 2020

this	_day of _ Jept_	, 2018.
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Notary Pub	lic in and for said C	ounty and State

ty and State

ACKNOWLEDGMENT

STATE OF NEVADA)
SS
COUNTY OF ELKO

Subscribed and sworn to me

On this ______ day of _______ 2018, personally appeared before me, a Notary Public, Brett Bond, known or proved to me to be the person who executed the foregoing Property Settlement Agreement, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes herein stated.

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NOTARY PUBLIC



Marshall v. Bond Proposed Property Division Spreadsheet v.4

	TOTAL	COMMUNITY		SEPARATE		7\
		Husband	Wife	Husband	Wife	7\.
ASSETS:						
H- Home & Rental	22,000	22,000.00		78000	0	W paid in \$22k for repairs, etc from separate a
2006 Ford F150	7,000.00		7,000.00			The second of th
2006 Yamaha Cruiser Bike)	<	
1973 Volkswagen thing	7,300.00	7,300.00		\ \		W paid from home equity
2008 Volkswagen	2,000.00	2,000.00		1		Need info from H
2011 Toyota Tacoma				dau	ahters truc	wife paid from home equity
2013 Chevrolet Corvette	21,000.00		21,000.00			wife paid from home equity
2014 F350	39,000.00		39,000.00			wife paid from home equity
W- Home (pre-marriage)					#######	Wife - pre marriage, held in a trust
2042 Tey Hauler	25,000.00	25,000.00				W-paid from home equity (X)
2006 (?) Volkswagen	2,000.00	2,000.00	\ <			H sold without W's permission after separation
5th Wheel Raptor - sold					ļ	W paid \$40k from home equity, sold for \$17k
ood Truck	18,000.00	18,000.00				The paid that nothe equity, sold for \$17k
ood Truck equipment	5,000.00	5,000.00				
2004 F350 (purchased 10/28/17	4,016.00	4,016.00				
1 - 401k Retirement	9,000.00	9,000.00				H cashed out after separation w/o W's permiss
			\ \			pri ducined out after separation w/o vv s permiss
			1 1			
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TOTAL ASSETS:	161,316.00	94,316.00	67,000.00	·		
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		.51,0				
IABILITIES:						
ONG TERM DEBT						
Nationstart (H- house/rentals)	1 1			40,000.00		•
V's home	130,000.00	j	130,000.00	+0,000.00		\$98K award at time of marriage, then well a
2006 Ford Truck debt	9,438.96		9,438.96		30,000.00	\$98K owed at time of marriage, then refinanced

TOTAL:	-63,592.72	-31,796.36	-31,796.36	0.00	0.00
		-99,037.30	99,837.36		
EQUALIZING NOTE:	1	-99,837.36	99,837.36		
TELLEGUIT:	-63,592.72	68,041.00	-131,633.72	0.00	0.00
NET EQUITY:					
/		224,9	08.72		
TOTAL LIABILITIES:	224,908.72	26,275.00	198,633.72		
Chase	4,405.95		4,405.95		
IRS Taxes	5,600.00	5,600.00			
Paypal	2,600.00	2,600.00			
Bank of America	1,075.00	1,075.00			
Capitol One	4,800.00	4,800.00		/	
Citicard Mastercard	4,000.00	4,000.00		/ /	
Citicard	4,000.00	4,000.00	•	\ \ \\ \ \	
Bank of America	4,200.00	4,200.00	321.74	\ \	
Home Depot	921.74		921.74		
Discover	13,823.08		13,823.08		
Old Navy	5,666.73		5,666.73		
Paypal/Ebay	2,036.12		4,536.51 2,036.12		
JC Penney Visa	4,536.51		6,175.00		
Bank of America	6,175.00		2,492.79	,	
US Bank	2,492.79		3,119.10		\
Chase	3,119.10		1,509.99		
Amazon	1,509.99		2,634.53	1	\ \
Best Buy Visa	6,005.84 2,634.53	1	6,005.84	J	\
American Express	5,867.38		5,867.38		\ \
OTHER LIABILITIES: Walmart					