

EUREKA COUNTY, NV

Rec: \$35.00

Total: \$35.00

SHARON MARSHALL

2019-239291

07/22/2019 08:33 AM

Pgs=16

APN # N/A

Recording Requested By:

Name SHARON Marshall

Address 345 PALACE CIR.

City/State/Zip SPRING CREEK

NV. 89815-6954



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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
2 DEPT. NO.: 2

FILED
2018 SEP -7 PM 12: 35

ELKO COUNTY DISTRICT COURT

3 **AFFIRMATION:**
4 Pursuant to NRS 239B.030 this
5 document does not contain the
6 social security number of any person

CLERK _____ DEPUTY 

7 **IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT**

8 **STATE OF NEVADA, IN AND FOR THE COUNTY OF ELKO**

9 SHARON MARSHALL,

10 Plaintiff,

11 vs.

STIPULATED DECREE OF DIVORCE

12 BRETT BOND,

13 Defendant.

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

18 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

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

20 1. **JURISDICTION:** That preceding the filing of the Verified Complaint for
21 Divorce, Wife, Sharon Marshall, had been a resident of the State of Nevada for a period in excess
22 of six weeks and was an actual bona fide resident of the State of Nevada, with the intent to
23 permanently make Nevada her home, and for said period has been actually, physically and
24 corporeally present in the said State and domiciled there.

25 2. **GROUND FOR DIVORCE:** That the parties are incompatible in their marriage.

26 3. **DATE AND PLACE OF MARRIAGE:** That the parties were married May 18,
27 2013, in Lamoille, Nevada and have since been, and still are, Husband and Wife.


28 4. **MINOR CHILDREN:** The parties have no minor children and Wife is not
pregnant.


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DATED this 1st day of September, 2018. DATED this 2nd day of Sept, 2018.


Sharon Marshall


Bret Bond


Julie Cavanaugh-Bill
NV Bar No: 11533
Attorney for Plaintiff


Brett Whipple
NV Bar No: _____
Attorney for Defendant

COOPER

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IT IS SO ORDERED, THIS 7th DAY OF September 2018.

William G. Maddy
SENIOR JUDGE

COPIES

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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

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

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

4 **A.** Except as otherwise provided for in this instrument, each party releases the
5 other from any and all liabilities, debts or obligations on their community property that have
6 been or will be incurred, and from any and all claims and demands, it being understood that
7 by this Agreement they intend to settle all aspects of their community property rights.

8 **B.** Wife warrants to Husband that she has not incurred, and she covenants that she
9 shall not incur, any liability or obligation for which Husband is or may be liable, except for
10 that indebtedness which Husband has assumed in this Agreement; and Husband covenants
11 and agrees that if any claim, action or proceeding shall hereafter be brought seeking to hold
12 Husband liable on account of any of Wife's debts, liabilities, acts or omissions, Wife shall,
13 at her sole expense, defend Husband against any such claim or demand (whether or not well
14 founded) and that she shall hold him free and harmless therefrom.

15 **C.** Husband warrants to Wife that he has not incurred, and he covenants that he
16 shall not incur, any liability or obligation for which Wife is or may be liable, except for that
17 indebtedness which Wife has fully disclosed and assumed under this Agreement. Husband
18 further covenants and agrees that if any claim, action or proceeding shall hereinafter be
19 brought seeking to hold Wife liable on account of any of Husband's debts, liabilities, acts,
20 or omissions, Husband shall, at his sole expense, defend Wife against any such claim or
21 demand (whether or not well founded) and that he shall hold her free and harmless therefrom,
22 unless Wife failed to disclose any such obligation, or by wrongful act, incurred the
23 obligation.

24 **D.** Wife warrants to Husband that she does not know of any other property, which
25 she owns or which has been acquired during the marriage by either party. Husband warrants
26 to Wife that he does not know of any other property which he owns or which has been
27 acquired during the marriage by either party.

28 **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

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

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

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

13 **IX. ATTORNEY REPRESENTATION**

14 A. It is acknowledged and agreed that Wife, SHARON MARSHALL, is
15 represented by JULIE CAVANAUGH-BILL, who is duly licensed to practice in the State of
16 Nevada, for advice in connection with this instrument.

17 B. It is acknowledged and agreed that Husband, BRETT BOND, is represented
18 by BRETT WHIPPLE, ESQ., who is duly licensed to practice in the State of Nevada, for
19 advice in connection with this instrument.

20 C. Each of the parties acknowledges that he/she has had ample opportunity to
21 review this Agreement and contribute to its connections and wording, to discuss it with their
22 respective attorneys, and to gain an understanding of his/her rights and obligations hereunder,
23 and that he/she does understand the terms and provisions of this document; therefore, neither
24 party shall be deemed to have drafted the document so as to have the instrument construed
25 against him/her in some later dispute as to its meaning.

26 D. Neither party has been given any tax advice by their respective attorney's.

27 **X. FURTHER INSTRUMENTS:** Husband and Wife mutually promise and agree,
28 on demand, to execute any other or further instrument necessary or convenient to carry out
the provisions of this instrument.

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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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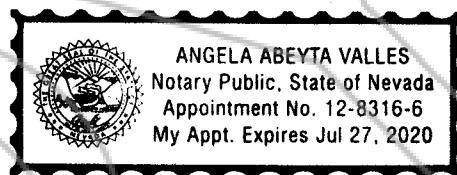
HUSBAND'S VERIFICATION

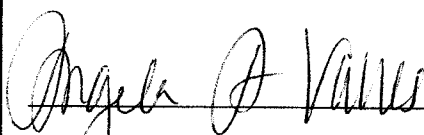
STATE OF NEVADA }
COUNTY OF ELKO }ss.

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.

X 
Brett Bond, Defendant

Subscribed and sworn to me
this 7 day of Sept, 2018.

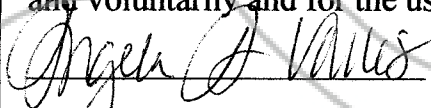



Notary Public in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF ELKO }ss.

On this 7 day of Sept, 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.


NOTARY PUBLIC

Cavanaugh-Bill Law Offices, LLC
401 Railroad Street, Suite 307
Elko, Nevada 89801
(775) 753-4357; fax: (775) 753-43605

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EXHIBIT B



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