

1 CASE NO. A 64467

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4  
5 *Am. Smith*

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7  
8 IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR THE COUNTY OF CLARK

10 HELEN FOREMASTER,

11 )  
12 Plaintiff, )

13 v. )

14 ROBERT C. FOREMASTER,

15 )  
16 Defendant. )

JUDGMENT AND DECREE OF  
DIVORCE

17 The above entitled action being at issue upon the  
18 Complaint of Plaintiff and the answer of Defendant, and coming on  
19 regularly the 27th day of August, 1969, to be heard before the  
20 above entitled Court, the Honorable Thomas J. O'Donnell presiding,  
21 and the Plaintiff having appeared in person and with her attorney,  
22 Douglas R. Pike, Esq., and the Defendant having appeared in person  
23 and with his attorney, Ralph L. Denton, Esq., of the firm of DENTON  
24 & MONSEY, and the parties having entered into a stipulation in  
25 open Court concerning a division of their property and the care,  
26 custody, control and support of the minor children issue of the  
27 parties, and evidence having been adduced on the part of the  
28 Plaintiff, and the parties having, in open Court, waived the filing  
29 of Findings of Fact and Conclusions of Law, and notice of decision  
30 and entry of judgment, and good cause appearing therefor,

31 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- 32 1. That the bonds of matrimony now and heretofore  
existing between the Plaintiff and Defendant be, and the same hereby

(R)

1 are, forever dissolved, and the said parties be, and they hereby  
2 are, restored to the status of single persons.

3 2. That the care, custody and control of the minor  
4 children of the parties hereto, to-wit: RONALD FOREMASTER, of the  
5 approximate age of 18 1/2 years and KATHLEEN FOREMASTER, of the  
6 approximate age of 17 years be, and the same hereby is, awarded  
7 to Plaintiff subject to the right of Defendant to visit said minor  
8 children at all reasonable times and places.

9 3. That the Defendant pay the sum of \$100.00 per  
10 month for the support and maintenance of the minor child, RONALD  
11 FOREMASTER, so long as the said Ronald Foremaster is attending  
12 college, and the sum of \$75.00 per month while the said Ronald  
13 Foremaster is not attending college, but is residing with the  
14 Plaintiff, and no sum whatsoever while the said Ronald Foremaster  
15 is residing with the Defendant, provided further, however, that  
16 the payments herein provided shall cease upon the said Ronald  
17 Foremaster reaching the age of majority, becoming self-supporting  
18 or being otherwise emancipated.

19 4. That the Defendant pay the sum of \$100.00 per  
20 month for the support and maintenance of the minor child, KATHLEEN  
21 FOREMASTER, so long as the said Kathleen Foremaster is attending  
22 school, and the sum of \$75.00 per month while the said Kathleen  
23 Foremaster is not attending school, but is residing with the  
24 Plaintiff, and no sum whatsoever while the said Kathleen Foremaster  
25 is residing with the Defendant, provided further, however, that  
26 the payments herein provided shall cease upon the said Kathleen  
27 Foremaster reaching the age of majority, becoming self-supporting  
28 or being otherwise emancipated.

29 5. That certain 1969 Fleetwood 60X12 trailer, Serial  
30 No. S-10884 be, and the same hereby is, set aside to Plaintiff as  
31 her sole and separate property and the Defendant be, and he hereby  
32 is, ordered to pay and hold the Plaintiff harmless from the security

1  
2 interest of the Nevada National Bank in such trailer in the amount  
3 of \$8,932.00. The Defendant is further ordered to pay to Plaintiff  
4 or otherwise expend up to the sum of \$500.00 for the purpose of  
5 moving such trailer from Pahranaagat Valley to Las Vegas, Nevada  
6 and connecting such trailer with the appropriate and necessary  
7 utilities.

8 6. That the undeveloped five (5) acres of land  
9 situate in the County of Lincoln, State of Nevada, and owned by  
10 the parties hereto as joint tenants with right of survivorship  
11 and generally referred to as the Crystal Springs property, be  
12 henceforth held by the parties hereto as tenants in common.

13 7. The Defendant is further ordered and directed  
14 to make available to Plaintiff a sum not to exceed \$1,000.00 for  
15 the purpose of the acquisition of an automobile by Plaintiff,  
16 such sum to be paid in installments not exceeding \$50.00 per  
17 month.

18 8. The Defendant is further ordered and directed to  
19 pay to Plaintiff for her support and maintenance and the support  
20 and maintenance of the minor children, issue of the parties here-  
21 to, for the months of July and August, 1969, the sum of \$600.00,  
22 less whatever sums have heretofore been paid to or expended on  
23 behalf of Plaintiff by Defendant during such months.

24 9. The Plaintiff is hereby given the right to remove  
25 any furniture she desires from the family residence in Alamo,  
26 Nevada, save and except the refrigerator which is hereby set  
27 aside to the Defendant as his sole and separate property.

28 10. That the following described property be, and  
29 the same hereby is, set aside to the Defendant as his sole and  
30 separate property:

31 a. All of the right, claim, title and interest  
32 of the parties hereto in and to that certain property situate,

1 lying, and being in Pahrnagat Valley, Lincoln County, Nevada,  
2 referred to and generally called the Foremaster Ranch and the  
3 Alko Cafe, Motel, and Bulk Plant, together with the inventory  
4 of merchantable stock and trade used in connection with the business  
5 conducted upon such premises.

- 6 b. The 1955 Chevrolet tank truck.
- 7 c. The 1968 Ford station wagon.
- 8 d. The 1962 Chevrolet 2-door sedan.
- 9 e. The Beneficial Life Insurance policy on the  
10 life of Defendant, being Policy No. 637988.

11 The Defendant is further ordered to pay the  
12 sum of \$1,081.00, being a loan heretofore made by the Defendant  
13 on such policy, to Ronald Foremaster, son of the parties hereto,  
14 to be used by the said Ronald Foremaster to defray his expenses  
15 as a student at the College of Southern Utah.

16 The Defendant shall keep such life insurance  
17 policy in full force and effect and shall name the children of the  
18 parties hereto as beneficiaries thereof.

19 11. The Defendant shall pay and hold the Plaintiff  
20 harmless from all of the community debts of the parties hereto,  
21 which said debts are as follows:

22	Atlantic Richfield Corp.	\$ 5,828.87
	Commercial Credit Corp.	345.00
23	A F C O Insurance Payments	295.80
	Commercial Credit Corp. Auto	2,840.04
24	Nevada National Bank Trailer	8,932.00
	Dolan & Edwards Ins. Agency	341.41
25	Aldens, Inc.	313.63
	Montgomery Ward	180.80
26	Sears, Roebuck & Co.	531.36
	J.C. Penny Co.	20.42
27	Gottfredsons	165.64
	Caliente Pharmacy	46.87
28	Pahrnagat Valley Credit Union	2,200.00
	Life Insurance Loan	1,081.29

29 12. The Defendant be, and he hereby is, ordered and  
30 directed to pay Douglas R. Pike, Esq., attorney for Plaintiff, the  
31 sum of \$50.00 as and for a reasonable attorneys' fee.  
32

1 13. That Plaintiff be, and she hereby is, awarded  
2 costs of suit, which are hereby taxed at \$46.00.

3 14. That each of the parties hereto be, and they hereby  
4 are, directed to make, execute and deliver to the other any and  
5 all conveyances and documents necessary to convey title to the  
6 properties hereinabove set aside to the parties hereto.

7 15. It is further ordered, adjudged and decreed that  
8 the Court retain jurisdiction of this matter for the purpose of  
9 making such other and further orders as may be meet and proper  
10 in the premises concerning the support and maintenance of the  
11 Plaintiff and the care, custody and control and support and  
12 maintenance of the minor children issue of the parties hereto.

13 DATED this 30<sup>th</sup> day of September, 1969.

*[Signature]*  
DISTRICT JUDGE

14  
15  
16 SUBMITTED BY:

17 DENTON & MONSEY

18 *[Signature]*  
19 Attorneys for Defendant  
20 880 East Sahara Avenue  
Las Vegas, Nevada

21 APPROVED BY:

22 DOUGLAS R. PIKE, Esq.

23 By *[Signature]*  
24 Attorney for Plaintiff  
25 300 East Fremont  
26 Las Vegas, Nevada.

27  
28 52664

29 FILED AND RECORDED AT THE CLERK'S OFFICE  
Helen Davis  
30 March 6, 1973  
31 AT 1 MINUTES 28<sup>th</sup> DIST. COURT  
P.M. IN BOOK 7  
32 RECORDS, PAGE 9 - 13 LINCOLN  
COUNTY, NEVADA  
*[Signature]*  
CLERK

CERTIFIED COPY

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

DATE: January 29, 1973  
LORETTA BOWMAN, County Clerk and Clerk of the Eighth Judicial District Court, in and for the County of Clark, State of Nevada.

By *[Signature]* Deputy