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CASE NO. _____

DEPT. _____

IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF
NEVADA, IN AND FOR THE COUNTY OF LINCOLN

JUDITH A. JOSEPH,

Plaintiff,

-vs-

KEN WEBSTER and CAROL WEBSTER,
dba LINCOLN COUNTY MARKET AND
UPTOWN DELI,

Defendants ,

**VERIFIED APPLICATION
FOR RECEIVER
(NRS 107 100)**

STEVE L. DOBRESCU
A PROFESSIONAL CORPORATION
P.O. Box 599
Pioche, Nevada 89301
702/281-4554

COMES NOW, JUDITH A JOSEPH, by and through her attorney, STEVE L
DOBRESCU, and hereby applies to this Honorable Court for the appointment of a receiver over the
UPTOWN MARKET AND DELI, located in Pioche, Lincoln County, Nevada, as follows.

I.

That at all times relevant hereto, Plaintiff and Defendants were and are residents of
Lincoln County, Nevada

II.

That on or about July 17, 1991, Plaintiff and Defendants entered into an agreement
whereby Plaintiff agreed to sell and Defendants agreed to purchase the real property, inventory.

1 equipment, goodwill and business located in Pioche, Lincoln County, Nevada, known as the
2 LINCOLN COUNTY MARKET AND UPTOWN DELI. A true and correct copy of said agreement
3 is attached hereto and incorporated herein as Exhibit "A". That pursuant to said agreement,
4 Defendants took possession of said business and property and have been operating the same since
5 approximately August, 1991.
6

7 **III.**

8 That pursuant to said agreement, an All-Inclusive Deed of Trust and Assignment of
9 Rents was executed by Defendants. A true and correct copy of said document is attached hereto and
10 incorporated herein as Exhibit "B".
11

12 **IV.**

13 That said Deed of Trust secured the obligation contained in that certain Promissory
14 note dated August 9, 1991, a true and correct copy of which is attached hereto and incorporated
15 herein as Exhibit "C".
16

17 **V.**

18 That pursuant to the terms of said note, Defendants are obligated to make monthly
19 payments which are due on the 21st day of each month.
20

21 **VI.**

22 That since the execution of said Promissory Note, Defendants have been late on
23 virtually every payment, and Plaintiff has not received a timely payment within the last 5 years.
24 That Defendants' payment due for July 21, 1996 was received on or about August 9, 1996. That a
25 notice from the Bank stating the check was returned for "insufficient funds" was received on or about
26 August 10, 1996.
27

28 **VII.**

That as part of the purchase agreement, (Section 14.4 of Exhibit "A"), Defendants are

1 required to maintain their membership with Associated Food Stores of Salt Lake City
2

3 **VIII.**

4 That Defendants have failed to maintain said membership with Associated Food Stores
5 of Salt Lake City.

6 **IX.**

7 That upon Defendants receiving possession of said business and property, Defendants
8 received inventory with a value in excess of Thirty Five Thousand Dollars (\$35,000.00)
9

10 **X.**

11 That during Defendants operation and control of said business, Defendants have
12 allowed said inventory level to drop substantially.

13 **XI.**

14 That Defendants have mismanaged said business during their operation and control
15 of the same

16 **XII.**

17 That Defendants have failed to maintain the equipment furnishings and fixtures as
18 required by the purchase agreement and/or Deed of Trust
19

20 **XIII.**

21 That as a direct result of Defendants acts and omissions, the income derived from the
22 generation of said business has been substantially reduced and there exists a danger that a further loss
23 of income will result if Defendants are allowed to continue to operate said business
24

25 **XIV.**

26 That as a result of Defendants acts and omissions, the real and personal property and
27 business sold to Defendants by Plaintiff is now, or may become insufficient to discharge the debt
28 which it secures.

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XV.

That Plaintiff filed a Notice of Breach and election to sell on March 13, 1996, and on August 15, 1996, true and correct copies thereof are attached hereto and incorporated herein as Exhibits "D" and "E", respectively.

XVI.

That pending Plaintiff's foreclosure action and any possible litigation and/or arbitration that may result, Defendants continued operation of said business will result in further loss of income from the business, further waste and loss of good will, and cause to property and business to be insufficient to discharge the debt owed to Plaintiff

XV.

That Plaintiff has no plain, speedy or adequate remedy at law to protect her interest in said property and business

XVI.

That based on the foregoing, the evidence and testimony to be presented at the hearing of this matter, and NRS 107-100, Plaintiff is entitled to the appointment of a receiver over said property and business

XVII.

That Defendants have breached the terms of the Deed of Trust (Exhibit "B") and Plaintiff is entitled to the appointment of a receiver pursuant to Paragraph (c)(5)

XVIII.

That Plaintiff is informed and believes that Defendants have incurred numerous debts into the operation of said business which Defendants should be ordered to pay.

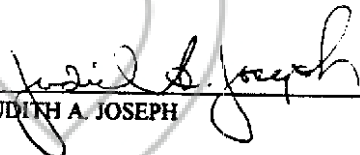
XIX.

That Plaintiff has been forced to hire the services of an attorney to protect her

1 interests in this regard and is entitled to an award of attorney fees and costs incurred.

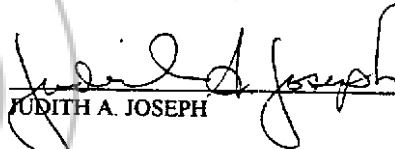
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3 WHEREFORE, Plaintiff prays for an order of this Court appointing a Receiver over
4 said property and business pending Plaintiff's foreclosure and any existing litigation and/or arbitration
5 that may result.

6 DATED: August 15, 1996.

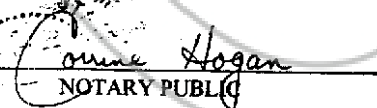
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8 
9 JUDITH A. JOSEPH

10 STATE OF NEVADA)
11 : ss.
12 County of Lincoln)

13 JUDITH A. JOSEPH, being first duly sworn, deposes and says: That she is the
14 Plaintiff named in the above and foregoing Application for Receiver; that she has read the same and
15 knows the contents thereof, and that the same is true of her own knowledge, except as to those
16 matters stated upon information and belief, and as to those matters she believes them to be true.

17 
18 JUDITH A. JOSEPH

19 SUBSCRIBED and SWORN to before me, by JUDITH A. JOSEPH, this ___ Day of August, 1996.

20 
21 NOTARY PUBLIC

22 COUNTY CLERK & Ex-Officio Clerk
23 of the Seventh Judicial District
24 Court of the State of Nevada, in
25 and for the County of Lincoln

26 NO. 105743
27 FILED AND RECORDED AT REQUEST OF
28 Judith Joseph
August 15, 1996
AT 59 MINUTES PAST 12 O'CLOCK
P M IN BOOK 120 OF OFFICIAL
RECORDS, PAGE 307 LINCOLN COUNTY
NEVADA. BOOK 120 PAGE 311
Yuriko Setzer, Recorder
Yuriko Setzer