

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 16 day of APRIL 1976, by and between MELBA FAYETTE, of the Town of Panaca, County of Lincoln, State of Nevada, Party of the First Part, and WAYNE J. LEE of the City of Las Vegas, County of Clark, State of Nevada, Party of the Second Part;

W I T N E S S E T H :

WHEREAS, the parties hereunto intermarried on the 20th day of July 1949 in Panaca, Lincoln County, Nevada; and

WHEREAS, there were no minor children the issue of

WHEREAS, the Party of the First Part has filed an action for divorce against the Party of the Second Part in the Seventh Judicial District Court of the State of Nevada, in and for the County of Lincoln; and

WHEREAS, the parties desire and intend by this Agreement to completely settle and adjust all their property rights, duties and obligations existing between them by virtue of the legal relationship of husband and wife;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. From and after the execution of this Agreement by both parties, the parties shall continue to live separate and apart from each other.
2. The Party of the Second Part is to pay no alimony to the Party of the First Part.
3. The Party of the First Part shall have as her sole and separate property the following Property:

(a) All household furnishings and furniture

(b) All funds on deposit in the First Security Bank, Cedar City Branch, Cedar City, Utah

(c) One (1) 1969 Ford Automobile

(d) The husband shall pay to the wife the sum of \$357.00 as and for costs of Court and attorney's fee.

4. The Party of the Second Part shall have as his sole and separate property all horses and any and all other property acquired by the parties during the marriage.

5. It is hereby agreed that the Husband shall secure title to the following described property situate in the Town of Panaca, County of Lincoln, State of Nevada, to-wit:

All of Lot Numbered Four (4) in Block Numbered Seven (7) as said lot and block are delineated on the official map of the Town of Panaca, which said map and the records thereof are now on file and of record in the office of the County Recorder of said Lincoln County, Nevada, and to which said map and records thereon reference is hereby made for further particulars.

and upon securing title thereto shall execute and deliver to the

Wife a good and sufficient deed thereto; that the wife upon re-

ceiving said deed to the aforesaid real property hereby agrees to

execute and deliver to the Husband a good and sufficient deed to

all that certain real property situate in the Town of Panaca

County of Lincoln, State of Nevada, to-wit:

Commencing at the SW corner of Lot Four (4) Block Seventeen (17) as delineated on the official town map, Town of Panaca, County of Lincoln, State of Nevada, now of record in the office of the County Recorder of the County of Lincoln, State of Nevada; thence North 95' along the West line of said lot 4, thence East parallel to the South line of said lot 4 a distance of 109'; thence South parallel to the West line of said Lot 4 a distance of 95'; thence West along the South line of said Lot 4 to the Southwest corner of Lot 4, the point of beginning.

6. The parties will retain the personal property not mentioned in this Agreement, currently in her or his possession as the sole and separate property of each party and both parties agree to assume the liabilities owing thereon and hold the other free

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and harmless therefrom.

7. The Party of the Second Part hereby agrees to assume and discharge all debts incurred by either or both parties during the course of the marriage to date of final separation.

8. It is agreed that either party will execute promptly any and all documents of any and every kind or character for the other which may be necessary or proper to carry out the terms of this agreement.

9. It is further agreed that any and all property acquired by either party subsequent to the date of this agreement shall be the separate property of the party acquiring the same; and each party agrees one with the other that should it become necessary in the future to effect the sale or transfer of any property owned to either of the parties, that either party will sign for the other promptly any and all papers necessary or requisite to complete such transaction.

10. Each party relinquishes, releases and quits claims forever any and all rights or interests or claims in or to the other party's estate, or any part thereof, by succession or otherwise, in the event of his or her death.

11. Each party hereto acknowledges that each of them is making this agreement of his or her own free will and volition, and acknowledges that no coercion, force, pressure or undue influence has been used against either party in the making of this agreement, either by the other party to this agreement or by any other person or persons.

12. It is mutually agreed that this Property Settlement shall be submitted to the Seventh Judicial District Court for approval and if approved may be incorporated into any decree of divorce hereafter entered by the Court. This agreement whether or not approved by the Court, shall be binding and conclusive between the parties.

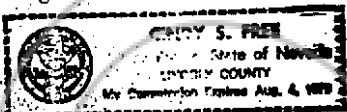
1 IN WITNESS WHEREOF, the parties hereto have executed this agree-
2 ment the day and year first above written.

Melba Faye Lee
MELBA FAYE LEE

Wayne J. Lee
WAYNE J. LEE

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7 STATE OF NEVADA)
8 COUNTY OF LINCOLN) ss

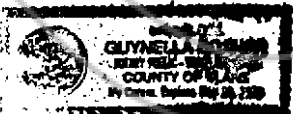
9 On this 13 day of April, 1976, personally
10 appeared before me, a Notary Public, MELBA FAYS LEE, who acknow-
11 ledged to me that she executed the foregoing instrument.



Gary S. Free
Notary Public

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15 STATE OF NEVADA)
16 COUNTY OF LINCOLN) ss

17 On this 16 day of October, 1976, personally
18 appeared before me, a Notary Public, WAYNE J. LEE, who acknow-
19 ledged to me that he executed the foregoing instrument.



Glynella Boughner
Notary Public

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24 This document to which this certificate is attached is a full, true and correct
25 copy of the original, on file and record in the County Clerk's Office, Lincoln
26 Nevada.

27 In witness whereof, I have hereunto set my hand and affixed the Seal of the
28 Seventh Judicial District Court in and for the County of Lincoln, State of
29 Nevada, this 27 day of Nov, 2001

30 No. 117352

31 FILED AND RECORDED AT REQUEST OF
32 MELBA FAYE LEE
NOVEMBER 27, 2001

AT 50 MINUTES TO 01
BOOK 160
RECORDS PAGE 65 LINCOLN
COUNTY, NEVADA.

LESLIE BOUGHER
COUNTY RECORDER
BY *Leslie Boughner* DEPUTY

BOOK 160 PAGE 68