

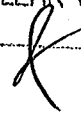
FILED
SUPERIOR COURT
OF GUAM

200 FEB 14 PM 3:00

Law Offices of Seaton M. WOODLEY, III
Ste. 102, Tanaka Bldg., Rte. 4
Agana, Guam 96910 472-1612

ALFREDO M. BORLAS
CLERK OF COURT

BY: _____



IN THE SUPERIOR COURT
OF GUAM

Wannee Laporn BAILEY,)
(007-76-4458))
)
Plaintiff,)
)
vs.)
)
Richard Alan BAILEY,)
(005-50-2311))
Defendant.)
_____)

Domestic Case No. **DM 0119-00**

COMPLAINT FOR DIVORCE

1. Jurisdiction of this matter is vested in the above-entitled court by virtue of 7 GCA 3105.

2. Plaintiff and defendant intermarried on the date herein shown, and ever since have been and now are husband and wife.

3. The statistical facts required by Section 426(a) of the Code of Civil Procedure and other facts alleged for the purpose of this complaint are:

- a. Place of Marriage: Bangkok, Thailand
- b. Date of Marriage: February 14, 1980
- c. Date of Separation: not separated

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d. Number of years from Marriage to Separation: n/a

e. There are no children of this marriage.

f. The name(s), age(s), and sex of the minor child(ren) of the marriage are:

<u>Name</u>	<u>Age</u>	<u>Birthdate</u>	<u>Sex</u>
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There are no children of this marriage and wife is not currently pregnant by husband.

g. Plaintiff has been a resident of Guam for at least 90 days.

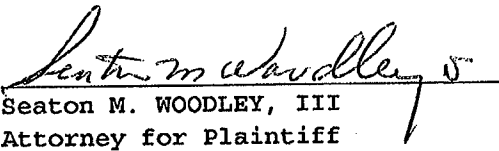
4. During the course of the marriage irreconcilable differences have arisen which make it appear that the marriage should be dissolved.

5. The parties agree to settle their marital rights and duties as contained in the marital agreement executed on January 7, 2000. A copy of the agreement is marked Exhibit "A" and is attached to and made a part of this Complaint.

WHEREFORE, plaintiff prays that plaintiff be granted a divorce from defendant and

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1. That the marital settlement agreement between the parties, dated January 7, 2000, a copy of which is part of the record in this case, be approved by the Court and incorporated in the interlocutory and final judgments of divorce in this action, and that in those judgments each party be ordered to perform the terms of the agreement.


Seaton M. WOODLEY, III
Attorney for Plaintiff

VERIFICATION

I, the undersigned, declare under penalty of perjury under the laws of Guam, that I am a party to the above-entitled matter; the foregoing document is true of my own knowledge, except as to those matters therein stated on information or belief; and as to those matters, I believe them to be true. (6 GCA 4308).

Dated: 1-7, 2000


Wanee Laporn BAILEY

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This Property Settlement Agreement between Richard A. Bailey, of Talofof, Guam and Wannee L. Bailey, of Talofof, Guam, shall become effective as of the date that it has been executed by each party hereto;

After mature consideration and judgment, each party believes it is in his or her own respective best interests to enter into this property settlement agreement and each party considers this Agreement to be fair, reasonable and equitable, and

Whereas each party, fully understands the terms, conditions, and provisions hereof and deems such to be fair, just, and equitable;

Marital Residence: The parties are the owners of a house located at 758 South Chalan Antigo, Talofof, Guam. The house is to be placed on the Real Estate Market for Fair Market Value. The house is to be occupied by Richard and all existing notes will be assumed by him. When house is sold, proceeds after the payment of all notes, liens, realtor fees, government fees, and miscellaneous fees associated with such sale, will be divided equally by Richard and Wannee.

Tangible Personal Property located at Marital Residence: Personal articles of clothing and memorabilia will be removed by Wife at time of departure. Articles of furniture will remain at said location until the sale of the house and then sold or forwarded to Wife in Thailand. Proceeds from any sale to be divided equally.

Automobiles: The parties are the owners of the following automobiles:

A 1995 Jeep Wrangler and a 1997 Ford F-150 Pickup which are titled to Husband's name and driven by husband. The title to the Jeep Wrangler is unencumbered. The title to the Ford Pickup is held by USAA Federal Savings Bank with a note of approximately \$13,225.00. Wife conveys all her right, title, and interest in and to the aforementioned vehicles to Husband so that the said automobiles shall be and become the sole and separate property of Husband. Husband is solely responsible for all payments due on note, maintenance, repairs, and insurance premiums for said automobile.

Intangible Personal Property: The parties will divide the following funds as depicted.

EXHIBIT (A)

Ira's: In Wife's name to be retained by wife to do with as deemed necessary. In Husband's name to be retained by Husband to do with as deemed necessary, Except that withdrawal at age 59 ½ will allocate \$8000 to Wife as her share of said IRA.

Money Market- Value as of this date approximately \$50,008.00. \$25,000 in checks given to Wife as her 50% share of these funds. \$ 4000.00 additional funds given as spending money while building a house in Thailand. An additional \$25,000 is due in May and that amount will be as settlement for Wife's share in Thrift Savings Plan in Husband's name. Said funds from Thrift Savings plan shall be sole property of Husband and Wife will make no future claim on this property.

Checking and Savings accounts: Property in these accounts amount to approximately \$1500 and will be used by Husband to pay current bills (telephone, utility, property tax, etc).

Alimony: Husband agrees to pay Wife as alimony for her sole use and benefit the sum of \$ 1000 per month, commencing on the 15th of February, 2000; except from May 15, 2000 until Husband's retirement in March 2003, a \$500 supplement will be paid each month as deemed necessary by Wife. All such alimony payments to continue until the first to occur of the following events (i) the death of wife, (ii) the remarriage of wife, (iii) the death of husband, (iv) cohabitation of wife with an unrelated adult.

Sale Of Property. In the event of a sale, transfer, or conveyance of any real or personal property now owned or hereafter acquired by either of the parties, if (notwithstanding the mutual releases contained in this Agreement) either party to this Agreement is called upon to execute a deed, conveyance, bill of sale or other instrument conveying said property, then the party called upon will sign any such instrument which may be reasonably required or reasonably necessary to perfect title in the grantee of the property which is sought to be conveyed.

Wannee L Bailey
Wannee Laporn BAILEY

Richard Alan Bailey
Richard Alan BAILEY

The foregoing instrument, a marital settlement agreement of three pages, including the signature page, was acknowledged before me on January 7, 2000 by Wannee L. BAILEY and Richard Alan BAILEY.

Seaton M Woodley

SEATON M. WOODLEY III
NOTARY PUBLIC
In and for Guam U.S.A.
My Commission Expires: Jan. 14, 2002
Ste. 202 134 Chalan Santa PaPa
Agana, Guam 96910

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