

67-1057 BHP

1965

H-67

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF JACKSON

BERTHA J. MUSTOE,

Plaintiff,

No. 65-1100 E

vs.

DECREE

ROY W. MUSTOE,

Defendant.

This matter coming on to be heard at this time in Open Court, the plaintiff appearing in person and by her attorney, Richard J. Smith, and the defendant appearing by and through his attorney of record, Bruce Wellington, but not appearing in person, testimony having been offered in support of plaintiff's complaint, the defendant advising the Court that he did not desire to offer evidence in support of his Cross-Complaint, the parties having rested, and the Court being fully advised in the premises, and there being no request for findings of fact or conclusions of law, the Court makes no such findings or conclusions, except that the plaintiff has proved her grounds for divorce, and is entitled to same, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The marriage contract heretofore existing between plaintiff and defendant shall be terminated and forever dissolved on August 15, 1966, or if appeal is taken from this decree, then upon the termination of such appeal, whichever is later, without any further action by either party.

2. In case either party to this suit dies prior to the date specified in paragraph 1 heretofore, to wit: August 15, 1966, this decree shall be considered to have entirely terminated the marriage relationship between these parties immediately before such death, unless an appeal from this decree is then pending; if a death of either party occurs during such time as an appeal is pending, then the estate of the decedent shall be the nominal party, and the Supreme Court of the State of Oregon shall continue to have jurisdiction of such an appeal, and shall have the power to determine finally all matters presented on such appeal; before making final disposition, the Supreme Court of the State of Oregon may refer the proceeding back to this Court for such additional findings of fact as may be required; the attorney of record on the appeal, for the deceased

1 party, may be allowed a reasonable attorney fee, to be  
2 paid from the decedent's estate, but costs on appeal  
may not be awarded to either party.

3 3. This decree shall revoke any will of either party  
4 unless its terms express a contrary intention.

5 4. The right of either party to this suit to cohabit  
6 with the other party shall cease on the date this decree  
is signed.

7 5. Any time prior to August 15, 1966, or while any  
8 appeal is pending from this decree, the Court may set  
aside this decree upon the motion of both parties.

9 6. The plaintiff's present address, age and wage-  
10 earner social security account number are, respectively,  
as follows:

11 Address: 2418 Hope Street, Klamath Falls, Oregon  
12 Age: 40  
Social Security No.: 355-16-8330

13 7. The defendant's present address, age and wage  
14 earner social security account number are, respectively,  
as follows:

15 Address: 736 1/2 Doty Street, Klamath Falls, Oregon  
16 Age: 47  
Social Security No.: 571-03-7812

17 8. The parties were married at Miami, Oklahoma, on July 21,  
18 1945.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as of the date  
20 hereof:

21 1. Plaintiff is awarded the future care, custody and  
22 control of the minor child of the parties hereto, namely: Donald  
23 Gene, a boy, aged 18, born 3/12/48, subject to the right of  
24 defendant to see and visit said child at reasonable times and  
25 places as will not interfere with his education and welfare;  
26 requiring defendant to contribute toward the support of said minor  
27 child the sum of \$100.00 per month, during his minority or until  
28 he becomes emancipated, said payments to be made through the Clerk  
29 of the Jackson County Court, Medford, Oregon;

30 2. That the Property Settlement Agreement heretofore  
31 made and entered into in writing by and between the parties hereto  
32 on June 7, 1966, be, and the same is hereby in all respects approved,

1 ratified, confirmed, and made a part of this Decree.

2 3. That defendant pay said child support as follows: \$50.00  
3 June 25, 1966 and \$50.00 July 10, 1966, and on the 25th and 10th  
4 day of each month thereafter.

5 4. That alimony is awarded to neither party herein.

6 Dated this 15th day of June, 1966.  
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8 /s/ James M. Main  
9 Circuit Judge  
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RICHARD J. SMITH  
ATTORNEY AT LAW  
FIRST FEDERAL SAVINGS  
AND LOAN BLDG.  
KLAMATH FALLS, ORE.  
882-6607

1 PROPERTY SETTLEMENT AGREEMENT

5801

2 THIS AGREEMENT, made and entered into this 1/16 day of June,  
3 1966, by and between BERTHA J. MUSTOE, hereinafter referred to as  
4 "wife" and ROY W. MUSTOE, hereinafter referred to as "husband".

5 W I T N E S S E T H :

6 WHEREAS, the parties hereto were married at Miami, Oklahoma, on  
7 July 21, 1945, and ever since have been, and now are, husband and wife;  
8 and

9 WHEREAS, certain apparently irreconcilable differences have  
10 arisen between the parties hereto, and wife has filed a complaint for  
11 divorce against husband in the Circuit Court for the County of Jackson,  
12 said suit being No. 65-1100 E; and

13 WHEREAS, there have been two children born as issue of said  
14 marriage, to-wit: Janice Rae, a girl, aged 19 and Donald Gene, a boy,  
15 aged 18; and

16 WHEREAS, it is the desire of the parties hereto to enter into  
17 an agreement settling their property rights herein and providing  
18 for the care, custody and control of said minor children;

19 NOW, THEREFORE, it is mutually understood and agreed as follows:

20 (1) Wife shall have the future care, custody and control of  
21 Donald Gene and Husband shall have the future care, custody and  
22 control of Janice Rae, during the minority of said children, subject  
23 to the right of each to see the minor child in the custody of the  
24 other at reasonable times and places as will not interfere with the  
25 health, education or welfare of said children.

26 (2) During the minority of said Donald Gene, husband shall pay  
27 through the Clerk of the Jackson County Court, Medford, Oregon, for  
28 the use and benefit of wife toward the support of said child, the sum  
29 of \$100.00 per month, during the minority of said child or until he  
30 becomes emancipated.

31 (3) The parties hereto acknowledge that husband has heretofore  
32 transferred to wife his interest in the following described real

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1 property located in Klamath County, Oregon, to-wit: Lots 43 and 44,  
2 Block 6, St. Francis Park, as trustee for Janice Rae Mustoe, one of  
3 the minor children of the parties, and the parties hereto acknowledge  
4 that the purpose of said trust has been completed and should be of  
5 no further effect and held for naught and that wife shall be awarded  
6 said real property as her sole and separate property, subject to the  
7 encumbrance thereon which wife agrees to assume and pay and hold  
8 husband harmless therefrom; wife shall be awarded as her sole and  
9 separate property that certain 1965 Corvair automobile in her individ-  
10 ual name and husband shall be awarded that certain 1959 Ford auto-  
11 mobile he is purchasing, subject to an encumbrance at Motor Investment  
12 Co., Klamath Falls, Oregon, which encumbrance husband shall pay and  
13 hold wife harmless therefrom; that the parties hereto have hereto-  
14 fore divided all other personal property which division is agreed to  
15 be completely fair and equitable and the property in the possession or  
16 control of each party hereto shall be his or her own separate property  
17 to the exclusion of any rights therein of the other party hereto.

18 (4) Nothing in this agreement shall be, or shall be construed  
19 to be, an admission by either party thereto that they are at fault  
20 herein, and this agreement shall in no way or manner prevent either  
21 party from prosecuting or defending a suit for divorce. In the event  
22 that wife shall determine to proceed with her suit for divorce,  
23 either contested or not, or husband shall determine to counter-sue  
24 for divorce, both parties hereto agree that this agreement of the  
25 property rights and custody rights shall be introduced into evidence  
26 as a full and final settlement of same and that the same may be,  
27 and should be, incorporated into any decree granted to either party  
28 hereto and made a part thereof and enforceable thereby.

29  
30 Bertha J. Mustoe  
Bertha J. Mustoe

31  
32 Roy W. Mustoe  
Roy W. Mustoe

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ATTORNEY AT LAW  
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1 STATE OF OREGON )  
2 County of Klamath ) ss.

3 On this 8th day of June, 1966, personally appeared before me  
4 a Notary Public in and for said County and State the above named  
5 Bertha J. Mustoe and Roy W. Mustoe and acknowledged to me that the  
6 foregoing instrument was their voluntary act and deed.

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9 NOTARY PUBLIC FOR OREGON

My commission expires: ~~8-21-67~~  
12-2-67

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12 APPROVED:

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15 Attorney for Plaintiff

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17 Attorney for Defendant

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RICHARD J. SMITH  
ATTORNEY AT LAW  
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AND LOAN BLDG.  
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882-6607

Page 3 Property Settlement Agreement

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STATE OF OREGON, }  
County of ~~Klamath~~ } ss.  
Jackson

6604

I, ~~Dorothy Rogers~~ <sup>Jackson</sup>, Clerk of the Circuit Court in and for ~~Klamath~~ <sup>Jackson</sup> County, State of Oregon, do hereby certify that the foregoing copy of \_\_\_\_\_ Decree, Mustoe v. Mustoe, 65-1100 E \_\_\_\_\_ has been by me compared with the original and that this is a correct transcript therefrom and of the whole of such original \_\_\_\_\_ Decree \_\_\_\_\_ as the same appears on file and of record at my office and in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court the 16<sup>th</sup> day of June 1966

*E. M. Maddux*  
~~DOROTHY ROGERS~~, Clerk of Circuit Court  
By *John D. Danner* Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Title Insurance Co.  
this 23 day of August A.D. 1967 at 6 o'clock P.M., and  
duly recorded in Vol. M-67, of Deeds on Page 6598  
Fee \$10.50

DOROTHY ROGERS, County Clerk

By *John D. Danner*