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FILED MAY 21 1962

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

MAUDE E. HAMILTON,

Plaintiff,

D E C R E E

vs.

No. 64-449-E

GEORGE W. HAMILTON,

Defendant.)

THIS MATTER coming on regularly to be heard in open Court, and the plaintiff appearing personally and by her attorney, Thomas J. Reeder, for a Decree of Divorce herein, and said matter having been tried before the Court; and

It appearing to the satisfaction of the Court, and the Court having found and determined that the above named Defendant has been duly and regularly served with process of Summons in the manner prescribed by law, and that the time for said Defendant to answer or plead to plaintiff's complaint having expired, and the Court having heretofore entered an Order of Default against the said defendant; and it being found on Affidavit that defendant is not now in the military service of the United States, nor was he at the commencement of this suit; and it appearing that the State of Oregon, through the District Attorney for Jackson County, has been duly and regularly served with a copy of Summons and Complaint in this suit, and having waived its appearance and submitted to the jurisdiction of the said Court; and the Court having set and heard the evidence introduced by plaintiff and being fully advised in the premises and having found that all the allegations of plaintiff's complaint were true and correct, and that on the 12th day of May, 1964, the parties hereto entered into a property settlement agreement which provided essentially as follows:

That the defendant, George W. Hamilton, shall transfer and convey to the plaintiff, Maude E. Hamilton, all of his right, title and interest and estate to the following:

(a) Real property situated in Jackson County, Oregon

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1 to-wit:

2 Commencing at the southeast corner of
3 Donation Land Claim No. 41, Township 38
4 South, Range 1 West of the Willamette
5 Meridian in Jackson County, Oregon; thence
6 North 273.0 feet; thence north 34°30' East,
7 1004.5 feet to the center of the Pacific
8 Highway; thence in a northwesterly direction
9 along the center of said Highway 992.46
10 feet to the true point of beginning;
11 thence north 34°30' east, 822.0 feet to
12 the southerly line of tract described in
13 Volume 165, page 44 of the Deed Records
14 of Jackson County, Oregon; thence along
15 said line, South 87° West, 166.0 feet; thence
16 south 34°30' West, 705.0 feet, more or
17 less, to the center of the Pacific
18 Highway; thence in a southeasterly direction
19 along the center of said Highway 132.0 feet
20 to the true point of beginning.

21 (b) All of the household furniture, fixtures,
22 appliances and all other household goods and wares which the
23 parties presently own.

24 (c) All of plaintiff's personal clothing and
25 personal effects.

26 (d) 50 shares of common stock in Chrysler Corporation,
27 Inc.

28 (e) 105 shares of common stock in Home Insulation,
29 Inc.,

30 (f) 200 shares of common stock in the Swance Paper
31 Corporation, Inc.,

32 (g) 100 shares of common stock in Kaiser Industries,
33 Inc.

34 (h) 105 shares of common stock in Commercial Home
35 Insulation, -Inc.

36 That said Maude E. Hamilton shall transfer and convey to
37 said George W. Hamilton all of her right, title, interest and
38 estate in and to the following described real properties, to-wit:

39 Lot 5; all of Lot 1, Block 2, excepting
40 the North 70 feet and excepting therefrom
41 the South 70 feet of Lot 1, Block 2,
42 COEUR D'ALENE SUBDIVISION to the City of

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Ashland, Jackson County, Oregon.

Lot 14, Block 11, Stewart, a platted portion of Klamath County, Oregon, according to the official plat thereof on file in Klamath County, Oregon.

The Southerly 82 feet of Lot 3 and the Northerly 22 feet of Lot 4, Block 3, ALTAMONT ACRES, Klamath County, Oregon.

That certain real property contract entered by the parties hereto on the one hand, and GORDON HILL and his wife MARY HILL on the other hand, of certain real property located in Pheonix, Oregon.

Said Maude E. Hamilton shall transfer and convey to said George W. Hamilton all of her right, title, and interest to the following described personal property, to-wit:

(a) All of his personal clothing and personal effects.

(b) That certain 1961 white four door Cadillac sedan presently owned by the parties.

(c) 105 shares of common stock in Home Insulation, Inc., and the 105 shares of common stock in Commercial Home Insulation, Inc.

Said Property Settlement Agreement provides further as follows, to-wit:

(a) All payments from Philip and Arnella Heidt towards stock subscriptions in the Commercial Home Insulation, Co., Inc., in the amount of \$14,500.00, payable at approximately \$500.00 per month until paid in full, to be divided equally by the parties hereto as paid.

(b) The parties hereto do jointly and severally covenant and agree to make, execute and deliver unto the other all required papers, documentation, instruments of conveyance and other written authority required to carry out and to put into final effect the respective division, distribution and

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disbursement of the properties as agreed herein.

(c) It is further agreed that from the date of the execution of this agreement that thenceforth neither party shall in any way be responsible for or held accountable for any indebtedness or obligation incurred by the other.

(d) In the event that a decree of divorce shall be entered between the parties hereto, and this agreement be ratified, confirmed and approved by the Court, then and in that event, it is agreed that this document shall constitute a full and final settlement of all the property rights between the parties hereto as husband and wife, both now and after the death of either party to this agreement and that neither party shall have any interest whatsoever in or to any property, real, personal or mixed of the other either now owned by such parties or hereafter acquired. That the provisions hereof are intended and agreed to be in full settlement, satisfaction, relief, and compromise of all claims, judgments, rights or demands which either party may have or claim now or in the future against the other or against any property belonging to the other and each party expressly waives and relinquishes any right or demand which they have or claim against the other or against the property of the other whether arising out of the marriage relationship or otherwise.

That said property settlement has been introduced into Court and made part of the record and the Court being fully apprised of the same believe that said agreement should be approved, allowed, and incorporated in this Decree as of the date hereof, now, therefore,

IT IS HEREBY ADJUDGED and DECREED

(1) That the bonds of matrimony hereto and now existing between the Plaintiff and Defendant be, and the same hereby are, dissolved and the Plaintiff hereby is divorced from the Defendant

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1 absolutely.

2 (2) That the said property settlement agreement be,
3 and the same hereby is approved, allowed and incorporated herein
4 as of the date herein.

5 DATED at Medford, Oregon this 20 day of July, 1964.

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8 James M. Main
9 Circuit Judge

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24 STATE OF OREGON

County of Jackson

25 I, G. M. Waddell, County Clerk of the above named County and
26 State and Clerk of the Probate Court of the County of Jackson and State
27 of Oregon do hereby certify that the foregoing copy of Decree
28 64-419-E, Frances E. Hamblet vs. George H. Hamblet has been by me compared
29 with the original, and that it is a true and correct copy of the whole of such original
30 as the same appears in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the seal of said Court, this 20 day of July, A.D. 1964

By G. M. Waddell Clerk
By G. M. Waddell Deputy

31 STATE OF OREGON; COUNTY OF KLAMATH; ss.

32 Filed for record at request of TRANSAMERICA TRUST CO.

this 20 day of Dec., 1964 at Medford, Ore.

duly recorded in Vol. 12, p. 116

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12 Fee \$1.50

By Charles K. Houston County Clerk

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