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Form 110 EXEMPLIFICATION CERTIFICATE

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STATE OF OREGON,  
County of Umatilla } ss.

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9637

VOL 269 PAGE

I, Henry Kaye, Judge of the Circuit Court  
of the State of Oregon for Umatilla County, and Presiding Magistrate of said Court  
do hereby certify that Jessie M. Bell, whose name is subscribed to the  
preceding exemplification, is the County Clerk of Umatilla  
County, and ex-officio Clerk of the Circuit Court of said  
County, and that full faith and credit are due to his official acts, and the signature of said Jessie M. Bell  
to said certificate is genuine.

I further certify that the seal affixed to the exemplification is the seal of our said Circuit  
Court, and that the attestation thereof is in due form and according to the form of attestation in this state,  
and that said Jessie M. Bell is the person having legal custody of said record.  
Dated at Pendleton, Oregon this 14th day of November, A. D. 19 69

Henry Kaye  
Judge of the Circuit Court.

STATE OF OREGON,  
County of Umatilla } ss.

I, Jessie M. Bell, County Clerk and ex-officio  
Clerk of the Circuit Court of the State of Oregon, for  
Umatilla County, do hereby certify that Henry Kaye  
whose name is subscribed to the preceding certificate, is Judge of the Circuit  
Court of the State of Oregon, for Umatilla County, duly elected, sworn and qualified  
and that the signature of said Judge to said certificate is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Circuit  
Court of Umatilla County, at Pendleton, the County seat of said  
County, this 14th day of November, 19 69

Jessie M. Bell  
Clerk of said Circuit Court.

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

MARTINA BARKLEY,

Plaintiff,

vs.

JOHN BARKLEY,

Defendant.

DECREE

Equity No. 15,597

THIS MATTER coming on for trial on the 17th day of January, 1969, the plaintiff appearing in person and by Ralph Currin, of counsel, and the defendant appearing in person and by Gene Conklin, of counsel, and the parties having each announced to the Court that they were ready for trial, and each party having thereafter, in proper order, submitted their evidence and rested, and the attorneys for the respective parties having then made their argument to the Court or waived the same, and the Court having thereafter announced its opinion in open court and there being no request for findings of facts or conclusions of law, the Court making no such findings or conclusions, except that the plaintiff has proved her grounds for divorce, and is entitled to the same, and the Court being fully advised in the premises,

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The marriage contract heretofore existing between plaintiff and defendant shall be terminated and forever dissolved on April 2nd, 1969, 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 hereinabove, to-wit: April 2nd, 1969, 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



1 final disposition, the Supreme Court of the State of  
2 Oregon may refer the proceeding back to this court  
3 for such additional findings of fact as may be required;  
4 the attorney of record on the appeal for the deceased party  
5 may be allowed a reasonable attorney fee, to be paid from  
6 the decedent's estate, but costs on appeal may not be  
7 awarded to either party.

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

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

13 5. Any time prior to April 2nd, 1969, or while  
14 any appeal is pending from this decree, the court may  
15 set aside this decree upon the motion of both parties.

16 6. The plaintiff's present address, age and wage  
17 earner social security account number are, respectively  
18 as follows:

19 Address: Route 1 Box 304, Pendleton, Oregon  
20 Age: 32  
21 Social Security No:

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

25 Address: Eastern Oregon Hospital & Training Center  
26 Pendleton, Oregon  
27 Age: 42  
28 Social Security No:

29 8. The parties were married at Pendleton, Oregon,  
30 on August 27, 1955.

31 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as of the  
32 date hereof:

(1) That the care, custody and control of the children:

Lloyd Barkley, a son, born August 21, 1956;  
John Barkley, a son, born September 7, 1957;  
Darryl Barkley, a son, born September 4, 1958;  
Jacquelyn Barkley, a daughter, born April 15, 1961;  
Verna Barkley, a daughter, born January 19, 1964;  
Dorothy Barkley, a daughter, born November 25, 1966;

be granted to the plaintiff during the remainder of their minority or  
until further order of the court herein, subject, however, to the  
right of defendant to visit with the said children at a meeting place  
to be arranged by the defendant after adequate notice to the plaintiff  
of the proposed meeting in advance of the meeting date.

1 (2) That the defendant shall pay to the Clerk of the Court to  
2 aid and assist the plaintiff in the rearing of the said children the  
3 sum of \$35.00 per month per child, with the first payment on or before  
4 the 1st day of February, 1969, and a like payment on or before the  
5 same day of each month thereafter during the remainder of the said  
6 children's minority.

7 (3) That the plaintiff shall hereby become the owner of the  
8 following described real property, to-wit:

9 Tracts 7 and 8 of Mission Tracts, located  
10 in Section 10, Township 2 North, Range 33, at  
11 Mission Agency, East of Pendleton, according to  
the duly recorded plat thereof;  
All being in Umatilla County, State of Oregon;

12 free and clear of all right, title and interest of the defendant  
13 therein. That the plaintiff shall pay, and hold the defendant harmless  
14 upon, all indebtedness to the Department of Veterans' Affairs of the  
15 State of Oregon, Loan 24634, the unpaid balance of which is the sum  
16 of \$7,585.03 as of January 1, 1969.

17 Plaintiff shall be and become the owner of the following  
18 described real property, to-wit:

19 Lot 5, Block 214, Reservation Addition to  
20 the Town, now City, of Pendleton, Umatilla County,  
Oregon;

21 free and clear of all right, title and interest of the defendant therein.

22 (4) That the plaintiff shall hereby become the owner of all  
23 furniture and household furnishings located on the paroperty at  
24 Mission, free and clear of all right, title and interest of the  
25 defendant therein.

26 (5) That the plaintiff shall hereby become the owner of a  
27 Chevrolet stationwagon, Model 1966, free and clear of all right, title  
28 and interest of the defendant therein, subject, however, to any indebted-  
29 ness thereon.

30 (6) That the plaintiff shall have judgment against the defendant  
31 for the sum of \$300.00 attorneys' fees and \$50.00 court costs.

32 (7) That the defendant shall hereby become the owner of all



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1 properties, real or personal, owned by the parties hereto, located  
 2 in Klamath County, Oregon, free and clear of all right, title and  
 3 interest of the plaintiff therein.

4 (8) That the defendant shall pay all bills owed by the parties  
 5 on the date hereof, except as hereinabove excepted, including, but  
 6 not limited to, the following:

7 BankAmericard	\$ 200.00
8 Montgomery Ward & Company	130.00
9 Byers Avenue Clinic	150.00
10 Grave's Store	700.00
11 Firestone Stores	150.00
12 Donnally's	35.00
13 Vern Crawford	80.00

14 (9) That the personal effects of the defendant including, but  
 15 not limited to, a table saw and jointer, shall hereby become the  
 16 property of the defendant but with the right, however, to leave the  
 17 same at the family home at Mission, Oregon, until the defendant shall  
 18 want the same. Plaintiff shall not sell, remove, damage or encumber  
 19 said property and shall use all proper precaution to insure its safety.

20 DATED this 31 day of January, 1969.

*Henry K. French*  
 Circuit Judge

STATE OF OREGON, }  
 County of Klamath } ss.

Filed for record at request of:  
 Currin & French

on this 18th day of November A. D. 19 69  
 at 11:01 o'clock A. M. and duly  
 recorded in Vol. M-69 of Deeds  
 Page 9637

WM. D. MILNE, County Clerk

By *Charles H. Westman*  
 Fee \$7.50 Deputy.

STATE OF OREGON }  
 County of Umatilla } ss.

I, Jessie M. Bell, County Clerk in and for the said  
 County and State, and ex-officio Clerk of the  
 County Court of the State of Oregon for Umatilla  
 County, do hereby certify that the foregoing copy  
 of instrument has been by me compared with the  
 original, and that it is a correct transcript there-  
 from, and of the contents of said instrument, and the same  
 appears of record and in file in my office and in  
 my custody.

IN TESTIMONY WHEREOF, I have hereunto  
 set my hand and affixed the seal of the said

Court this 14 day of November 19 69  
*Jessie M. Bell*  
 Clerk

By \_\_\_\_\_  
 Deputy