

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JOSEPHINE COUNTY
 2 MARTHA J. GLIDER,)
 3 Plaintiff,) No. 70-453-E
 4 vs.) D E C R E E
 5 ROBERT J. GLIDER,)
 6 Defendant.)

Filed MAR 16 1971
 A. Donley Barnes, County Clerk
 By *[Signature]* Deputy Clerk

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ATTORNEY AT LAW
 223 S. E. H STREET - P.O. BOX 968
 GRANTS PASS, OREGON 97526

7 THIS MATTER coming on for hearing on this day of March, 1971,
 8 upon plaintiff's complaint for divorce, the plaintiff appearing
 9 in person and by her attorney, Richard V. Kengla, and the defendant
 10 appearing not and having previously been entered into default for
 11 want of an appearance herein, and the State of Oregon having
 12 appeared herein by and through the District Attorney for Josephine
 13 County, Oregon, and the Court having heard the testimony and
 14 evidence hereby; and

15 IT APPEARING to the Court from the records and files herein and
 16 the testimony presented by the plaintiff:

17 1) The plaintiff, Martha J. Glider, 214 West Main Street,
 18 Rogue River, Oregon, social security number 550-54-5559 and
 19 ROBERT J. GLIDER, 151 Williams Ave, Apt #301, Klamath Falls, Oregon,
 20 social security number unknown, were married September 8, 1964, at
 21 San Jose, California and ever since said date have been and now are
 22 wife and husband;

23 2) That this Court has jurisdiction of the subject matter and
 24 of the parties of this suit;

25 3) That the plaintiff has adequate grounds for obtaining a
 26 divorce herein;

27 4) That one child has been born of this marriage, ROBERT
 28 GENNARO GLIDER, born September 2, 1965, 214 West Main Street,
 29 Rogue River, Oregon; said child is presently within the care, custody
 30 and control of plaintiff and his domicile is into the State of Oregon;

31 5) On the 3rd day of September, 1970, the parties hereto
 32 entered into a property settlement agreement which equitably and

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1 fairly divided the marital property;
 2 6) A reasonable contribution for the defendant to be required
 3 to pay towards the support and maintenance of the minor child of
 4 the parties is \$150.00 per month, and that plaintiff should be
 5 awarded the custody of said minor child of the parties, ROBERT
 6 GENNARO GLIDER, subject only to defendant's right to visit with
 7 the said child under reasonable circumstances and at reasonable
 8 times and reasonable places; AND the court being fully advised
 9 in all premises;

10 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

11 1) That the marriage contract between plaintiff and defendant
 12 shall terminate sixty (60) days after the date hereof, or, if
 13 appeal is taken, upon determination of the appeal, without further
 14 action of either party; that the 18 day of May, 1971, is specifically
 15 determined to be the terminal date of the marriage contract
 16 between plaintiff and defendant;

17 2) That the property settlement agreement of the parties, a
 18 copy of which is attached hereto, marked Exhibit 1, and by this
 19 reference incorporated in this decree, is adopted by the Court as
 20 the Court's award of the marital property to the respective parties;

21 3) That the care, custody and control of the minor child of
 22 the parties, ROBERT GENNARO GLIDER, Born September 2, 1965, is
 23 hereby awarded to plaintiff subject to defendant's right to visit
 24 with said child at reasonable times and reasonable places;

25 4) Defendant is ordered to pay to the Clerk of the Court the
 26 sum of \$150.00 per month as and for defendant's reasonable contrib-
 27 ution towards the support and maintenance of the minor child of the
 28 parties; said payments to commence on the 1 day of ^{APRIL} March, 1971,
 29 and to continue on the day of each and every successive month
 30 thereafter until further order of this court;

31 5) That neither party recover judgment against the other for
 32 costs or attorney's fees incurred herein.

DATED this 16 day of March, 1971.

Samuel M. Lowe
 CIRCUIT JUDGE

ATTORNEY AT LAW
 223 S.E. H STREET - P.O. BOX 968
 GRANTS PASS, OREGON 97526

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of September, 1970, by and between ROBERT J. GLIDER, hereinafter referred to as husband, and MARTHA J. GLIDER, hereinafter referred to as wife;

WITNESSETH:

WHEREAS, the parties hereto were lawfully married on the 8th day of September, 1964, and have been since that time and now are husband and wife; and

WHEREAS, during the time and course of this marriage certain property was accumulated by the parties; and

WHEREAS, certain unhappy differences have arisen whereby the parties have elected to maintain separate residences; and

WHEREAS, the parties now desire to affectuate agreement as to the disposition of their said properties and property rights; and

WHEREAS, one child has been born as issue of this marriage; ROBERT G. GLIDER, born September 2, 1965; said child being presently in the care, custody and control of wife; and

WHEREAS, it is deemed by the parties that said minor child remain in the care, custody and control of wife, subject to husband's right to visit with said child at reasonable times and places; and

WHEREAS, the parties presently own an interest in the following described real property which is occupied by and comprises the residence of wife and the minor child of the parties; to-wit:

Commencing at the Southeast corner of Section 16, Township 36 South, Range 4 West of the Willamette Meridian, Jackson County, Oregon; thence 749.93 feet West, and 298.35 feet North to a 1 1/2 inch iron pipe on the Northerly right of way of the Southern Pacific Company Railroad tracks; thence North 00° 00" 45" East, 286.27 feet to a 1 1/2 inch iron pipe on the Southerly right of way of the County road; thence

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property, free from any claim or interest of wife, and husband agrees to pay and hold wife harmless from all liability resulting from all indebtedness secured by any said property.

3) Husband agrees to pay and hold wife harmless therefrom, all the obligations of the parties arising ^{before January 1, 1970,} from and during the ~~course of their marital relationship.~~ ^{Except for obligations due Covenor Credit Inc. grants Mrs. Covenor} Subsequent thereto, each party agrees to be wholly responsible for any debt or obligation incurred by such party and said party agrees to pay and hold the other harmless therefrom.

4) It is agreed that neither party makes any claim whatsoever to any property of whatsoever kind or wheresoever situate which either party may have owned prior to this marriage nor to any property which either may now own as his or her separate property.

5) It is agreed that any and all property acquired by either of the parties hereto from and after the date of this agreement shall be the sole and separate property of the one acquiring the same, and each of the said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring it. Each party hereto does hereby release and quitclaim unto the other all right, title and interest that such party might have in any property of whatsoever kind and wheresoever situate which is awarded to the other party expressly or otherwise.

6) Each party hereto further does hereby release, relinquish and waive any and all rights in and to the estate of the other left at his or her death under the laws of Intestate Succession or by Will or otherwise including all rights to family allowance, probate, homestead, and all the rights to administer upon the estate of the other.

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7) Husband agrees to pay to wife the monthly sum of ONE HUNDRED FIFTY (\$150.00) DOLLARS to be used to provide and maintain wife's said home for herself and the minor child of the parties; said payment to be considered husband's reasonable contribution towards the support and miantenance of the minor child of the parties, ROBERT G. GLIDER.

8) The parties hereto shall cooperate in carrying out the terms, covenants and conditions of this agreement, and shall at any time or times thereafter make, execute, and deliver any and all papers, documents, or evidences of title as the other of said parties shall require for the purpose of giving full effect to this agreement and to the covenants, provisions and agreements thereof.

9) This agreement is not entered into for any other reason than that which is hereby stated, and it is expressly not for the purpose of signifying the consent of either of the parties thereto to the other obtaining a decree of divorce.

It is agreed however, that it either party shall institute any proceeding before any court involving either the parties hereto or the properties herein described, then this property settlement may be used to determine the rights of the parties hereto and this agreement may be made a part of any decree or decrees if any there be entered.

10) each of the parties hereto, subscribing hereunder, hereby acknowledges expressly that this agreement in writing adequately and completely reflects the entire sum and substance of thier hitherto negotiated oral agreement; and each party hereto further acknowledges that this agreement is their free and voluntary act, that they are not under the

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undue influence of any person whomsoever; that they have fully read the foregoing, understand the same, and if there was any question or doubt in their mind, the same has been adequately answered or dispelled.

11) Waiver of any specific term, condition or covenant of this agreement shall not be considered waiver of any other term, condition or covenant.

IN WITNESS WHEREOF the parties hereto affix their hands and seals this 4 day of September, 1970.

Robert J. Glider
Robert J. Glider, husband

Martha J. Glider
Martha J. Glider, wife

State of Oregon)
County of Josephine) ss.

I, A. Donley Barnes, County Clerk and ex-officio Clerk of the Circuit Court of Josephine County, Oregon, do hereby certify that the foregoing has been compared with the original thereof and that it is a correct copy therefrom and the whole thereof as the same appears on file and of record in my office.

Witness my hand and seal this 24 day of May, 1971

A. Donley Barnes, Clerk

by *James Mitchell*
Deputy

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Returns to: -
Richard V. Kengla att. at law
P.O. Box 968
Swanto Pass, Ore. 97526

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Richard V. Kengla, Att. at Law* 10:48

this 2nd day of June A. D. 1971 at o'clock A M, and

duly recorded in Vol. M 71 of Deeds on Page 5259

Fee 10.50

Wm D. MILNE, County Clerk

James Mitchell

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