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

DOROTHY JEAN MROSS,

Plaintiff,

vs.

DONALD J. MROSS,

Defendant.

FILED

AT 11:00 AM

MAY 3 1971

D. M. FENOLD, Director of the

Dept. of Records and Statistics of Lane County

by *Rosenburgh*

Case No. 101,751

DECREE

THIS MATTER coming on to be heard on Monday, May 3, 1971, before the undersigned Judge of the above entitled Court and it appearing to the Court that more than ninety (90) days have elapsed since the Defendant was served with Summons and Complaint herein; and the Plaintiff having filed herein her Notice advising the Court that she waives the right to plead further or to present any testimony in this cause and consenting that this matter may proceed as a default matter on Defendant's Cross-Complaint, and the Defendant appearing in person and by E. B. Sahlstrom, one of his attorneys and testifying upon his own behalf, and,

IT APPEARING to the Court from the records and files in this matter and the testimony of the Defendant that this Court has jurisdiction of the subject matter and of the parties to this suit; that the Defendant has adequate grounds for obtaining a divorce from the Plaintiff; that one child has been born as issue of this marriage who is now a minor, namely, Jeanette Lorie Mross, age 13, born June 1, 1957, and that the Plaintiff is a fit and proper person to have the care, custody and control of said minor child, subject to the reasonable visitation privileges of the Defendant; and that the parties have amicably settled between themselves and made a division of their property and have entered into a Property Settlement Agreement and said Property Settlement Agreement has been introduced in Court and made a part of the records and files in this case and should be confirmed and ratified by this Court and the terms and provisions thereof should be made a part of this Decree, and,

IT FURTHER APPEARING to the Court from the testimony of the

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1 Defendant that his present address is 4531 Franklin Boulevard, Space #51,
2 Eugene, Oregon; that he is 44 years of age and his Social Security account
3 number is 476-22-0578; that the Plaintiff's present address is Route 4, Box
4 314, Eugene, Oregon; that she is 41 years of age and her Social Security
5 account number is 541-30-5550, and that the parties were married on
6 July 17, 1948, at Eugene, Oregon, and based upon the foregoing;

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

8 1. That the marriage contract and bonds of matrimony now existing
9 between the Plaintiff and Defendant be and they are hereby forever terminated
10 and dissolved and the Defendant is hereby awarded an absolute divorce from
11 the Plaintiff, effective July 3, 1971.

12 2. That the Plaintiff be and she is hereby awarded the care,
13 custody and control of the minor child of the parties, Jeanette Lorie Mross,
14 subject to the reasonable visitation privileges of the Defendant.

15 3. That the Defendant be and he is hereby ordered to pay unto the
16 Plaintiff toward the support and maintenance of the minor child, Jeanette
17 Lorie Mross, the sum of One Hundred Fifty Dollars (\$150.00) per month
18 until said child shall reach the age of twenty-one years or become otherwise
19 emancipated, provided, however, that upon remarriage of Plaintiff, said
20 support payments shall be reduced to the sum of One Hundred Dollars (\$100.00)
21 per month. That said payments shall be made through the Clerk of the above
22 entitled Court, the first payment to be made on May 10, 1971, and a like pay-
23 ment on the 10th day of each month thereafter until said child shall reach the
24 age of twenty-one years or become otherwise emancipated.

25 4. That the Property Settlement Agreement entered into by the
26 Plaintiff and Defendant on the 26th day of April, 1971, a copy of which is
27 attached hereto, marked Exhibit "A" and by this reference made a part here-
28 of is in all respects confirmed, ratified and approved and the terms thereof
29 made a part of this Decree as though fully set forth herein.

30 5. That the Plaintiff and Defendant are hereby ordered to notify
31 the Clerk of the above entitled Court of any change in their present addresses
32

Decree - Page 2

1 which are as follow:

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2 Dorothy Jean Mross
3 Route 4, Box 314
Eugene, Oregon

4 Donald J. Mross
5 4531 Franklin Boulevard
6 Space #51
Eugene, Oregon

7 6. The date upon which this Decree becomes finally effective
8 to terminate the marital status of the parties is July 3, 1971. Neither
9 party shall remarry prior to said date of July 3, 1971, but subsequent
10 thereto, either party is free to remarry.

11 Dated and signed at Eugene, Lane County, Oregon, this 3
12 day of May, 1971.

13 
14 Circuit Judge

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 21st day of April, 1971, by and between DOROTHY JOAN MROSS, hereinafter referred to as Wife, and DONALD J. MROSS, hereinafter referred to as Husband:

WITNESSETH:

Recitals:

(a) The parties hereto were duly and lawfully married on the 17th day of July, 1948, at Eugene, Lane County, Oregon, and have been since that date and now are husband and wife.

(b) In consequence of disputes and disagreements, Husband and Wife have separated and Wife has commenced divorce proceedings in the Circuit Court of the State of Oregon for Lane County.

(c) It is the mutual wish and desire of Husband and Wife that a full and final settlement of the property rights and interests of the parties be settled and determined and it is desirable that the parties amicably settle between themselves and make a division of their property.

Agreements:

NOW, THEREFORE, in consideration of the foregoing premises which are by reference expressly made a part of this Agreement, and the terms, conditions and covenants hereinafter contained on the part of the respective parties to be kept and performed, IT IS AGREED:

1. Wife shall have the care, custody and control of the minor child of the parties, Jeanette Lorie Mross, subject to the reasonable visitation privileges of Husband.

2. Husband will pay to Wife toward the support and maintenance of said minor child the sum of One Hundred Fifty Dollars (\$150.00) per month to continue until said child shall reach the age of twenty-one

EXHIBIT "A"

years of age or becomes otherwise emancipated, provided, however, that upon the remarriage of Wife, said support payments shall be reduced to the sum of One Hundred Dollars (\$100.00) per month.

3. That the parties hereto agree that they will hold the residence located at Route 4, Box 314, Eugene, Lane County, Oregon, as tenants in common for a period of five (5) years from the date of any Decree entered in the pending suit for divorce or until such time as Wife remarries, whichever first occurs. That during said five year period or until the remarriage of Wife, Wife shall have the right to the exclusive occupancy of said residence and agrees that she will pay the taxes and maintain the property in good repair during said period of time. That if Wife remarries or moves from the property prior to the expiration of said five year period, her right to the exclusive occupancy of the residence shall terminate. At the end of said five year period or upon the remarriage of Wife, whichever shall first occur, the parties agree that said property shall be sold and the net proceeds, after costs of sale, shall be divided equally between Husband and Wife. It is agreed that the sale price of the house shall be based upon the reasonable market value of said property at the time of sale. That Wife shall be granted a period of six months from the expiration of the five year period or the date of her remarriage in which to pay to Husband his proportionate share of the proceeds from the sale of said property.

4. That Wife shall have as and for her sole and exclusive property consisting of a cabin and two acres of land, Tax Account No. 35-25-5, Klamath County, Oregon, provided, however, that until such time as the residence located at Route 4, Box 314, Eugene, Lane County, Oregon, is sold and Husband receives his proportionate payment from the sale of said residence, he shall have a right to occupy said cabin not to exceed five (5) days each month, the time

of said occupancy by Husband to be agreed upon by Wife. That in the event that said cabin and two acres of land are to be sold by Wife, Husband shall have the first option to purchase said property and the sale price shall be based upon the reasonable market value of said property at the time of sale.

5. That Wife shall have as and for her own and separate property, free from any claim thereto by Husband, the following property:

- (a) All of the household furniture, furnishings, appliances and effects located in the residence at Route 4, Box 314, Eugene, Oregon, and the cabin located in Klamath County, Oregon.
- (b) 1964 Buick automobile.
- (c) All monies in her name on deposit at Pacific First Federal Savings and Loan Association.
- (d) The sum of Four Thousand Dollars (\$4,000.00) from the funds on deposit at the Oregon Telephone Employees Credit Union, together with interest thereon at the rate of 6 per cent per annum from January 1, 1971, until paid.
- (e) Her personal belongings and effects.

6. Husband shall have as and for his own and separate property, free from any claim thereto by Wife, the following property:

- (a) 1962 Chevrolet pick-up truck and Chinook camper.
- (b) Yamaha 175 motorcycle.
- (c) Lone Star 16 1/2' boat with 40 horsepower motor and boat trailer.
- (d) Skidoo snowmobile.

(e) The balance of the funds on deposit at the Oregon Telephone Employees Credit Union after payment to Wife of the sum of Four Thousand Dollars (\$4,000.00) with interest thereon at the rate of 6% per cent per annum from January 1, 1971.

(f) His personal belongings and effects, including all tools.

7. Each party shall be responsible for payment of his or her own attorneys' fees in the pending suit for divorce.

8. Each party shall at any time hereafter, upon request of the other, make, execute and deliver any instrument and do all other acts and things necessary to carry out the intention of the parties as hereinabove expressed for the settlement of the property rights between them.

9. In the pending suit for divorce, Wife shall introduce a copy of this Property Settlement Agreement into evidence and pray the Court to confirm, ratify and approve the same and incorporate the same as part of the Court's decree.

10. Nothing herein contained shall limit the right of either party to contest the divorce proceedings which may be instituted by the other or to file a counter suit against the other party, but it is understood and agreed that should a decree be granted in a suit for divorce, this Agreement shall be considered a full and complete settlement of all the property rights of the parties hereto and in such case, neither party shall maintain any claims or demands whatsoever against the other in relation to the other's property, alimony, support money, suit money or attorneys' fees, except as herein provided.

11. Any agreement heretofor made between the parties

respecting any of the property rights between them shall be considered null and void and each party to this Agreement solemnly and specifically adheres that this instrument has been entered into without any undue influence, fraud, coercion or misrepresentation or for any cause except as herein specified.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Dorothy J. Mross
Dorothy Joan Mross, Wife

Donald J. Mross
Donald J. Mross, Husband

STATE OF OREGON }
COUNTY OF LANE } SS.

I, D. M. PENFOLD, Director of the Dept. of Records and Elections of Lane County and ex officio Clerk of the Circuit Court of the State of Oregon, in and for the County of Lane, do hereby certify that the foregoing instrument has been compared with the original, and that it is a correct and true copy of the whole of said original as the same appears up to the time of recording in my office and in my official care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 21st day of July A.D. 19 72
D. M. PENFOLD,

Director of the Dept. of Records and Elections of Lane County
By Carl C. Chambers, Deputy



STATE OF OREGON, }
County of Klamath }
Filed for record at request of
DOROTHY J. MROSS

on this 11 day of AUGUST A.D. 19 72
at 9:33 o'clock AM, and duly
recorded in Vol. M 72 of DEEDS
page 8975

Wm D. MILNE, County Clerk
By Wm D. Milne Deputy

Fee \$16.00

SAHLSTROM & STARR
ATTORNEYS AT LAW
140 SOUTH PARK
EUGENE, OREGON 97401