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FILED

AT 10:00 O'CLOCK

JUN 19 1972

D. M. PENELLO, Director of the
Dept. of Records and Elections of Lane County

JAMES E. COON

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF EMMETT
 2 CAROLINE L. MORGAN,)
 3 Plaintiff,)
 4 vs.)
 5 THOMAS S. MORGAN,)
 6 Defendant.)

D E C R E E

Case No. 71-3430

7 THIS MATTER coming on before the Court to be heard this 19 day of
 8 June, 1972, Plaintiff appearing in persona and by her Attorney, MAYNARD WILSON,
 9 and the Defendant appearing not, and the State of Oregon having appeared by the
 10 District Attorney for Lane County, and the hearing of the within suit having
 11 been heard in Open Court and testimony having been taken in behalf of the
 12 Plaintiff and the Court having heard and considered the said testimony and being
 13 fully advised in the premises;

14 IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED:

15 1. That the Plaintiff shall be and she hereby is awarded a Decree of
 16 absolute divorce from the Defendant upon the grounds of Cruel and Inhuman
 17 Treatment and the marriage of the parties shall terminate on the 19 day of
 18 August, 1972, or, if appeal is taken, then upon determination on appeal, which-
 19 ever is later, without further action of either party.

20 2. If either party shall die before said date, the marriage shall
 21 terminate immediately before such death, unless an appeal is pending, upon such
 22 death, (if an appeal is pending) the estate of decedent shall be the nominal
 23 party, and the Supreme Court shall have the power to determine finally all
 24 matters presented on such appeal; and

25 3. Any will of either party antedating the date hereof is revoked,
 26 unless its terms express a contrary intention; and

27 4. Neither party is entitled to cohabit with the other from the date
 28 hereof; and

29 5. That neither of the parties shall marry any person other than each
 30 other for a period of sixth (60) days from this date.

31 6. That the Plaintiff be and she hereby is awarded the custody, care
 32 and control of the minor child of the parties, namely:

33 ✓ THOMAS SAMUEL MORGAN, born September 2, 1965; and

MAYNARD WILSON
 ATTORNEY AT LAW
 11 SOUTH SIXTH STREET
 COTTAGE GROVE,
 OREGON 97436
 842-2123

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1 subject to reasonable rights of visitation to the Defendant.

2 7. That the Defendant be and he hereby is required to pay to the
3 Plaintiff the sum of \$150.00 per month for the care, support and maintenance of
4 the minor child of the parties until said child becomes 21 years of age or is
5 emancipated, and Defendant shall hereafter pay the said support payments to the
6 Clerk of the Circuit Court, Lane County Courthouse, Eugene, Oregon, 97401, said
7 support payments to begin July 1st, 1972.

8 That the Plaintiff be awarded the sum of \$460.00 per month for the
9 support and maintenance of Plaintiff until Plaintiff remarries; said payments
10 to begin July 1st, 1972. From said support payments, Plaintiff
11 is hereby required to pay the following:

12 A. House payment in the sum of \$135.00 per month. Plaintiff shall
13 retain the right to reside in the residence of the parties until such time as
14 said property is sold. Thereafter said sum shall remain the same to provide
15 Plaintiff with an adequate monthly rental payment.

16 B. Fire insurance premium in the sum of \$6.00 per month until the
17 property is sold. Thereafter Plaintiff's monthly support payment shall be
18 reduced by \$6.00 per month.

19 C. The sum of \$72.50 per month for utilities.

20 D. Payment for 1971 Gremlin automobile in the sum of \$87.00 per month.
21 When said automobile contract balance is paid in full, then Plaintiff's monthly
22 support payment shall be reduced by the sum of \$52.00 per month, which shall
23 thereafter provide Plaintiff with a \$35.00 per month maintenance and repair
24 fund for said automobile.

25 E. Car insurance premium in the sum of \$13.00 per month.

26 F. Gas, oil and lubrication for automobile in the sum of \$20.00 per
27 month.

28 G. The sum of \$100.00 per month for medical, dental and drug expenses

29 H. The sum of \$25.00 per month for O.P.S. medical insurance premium.

30 In addition, Defendant is hereby required to pay all medical bills for the minor
31 child of the parties not covered by said O.P.S. insurance.

32 8. That the real property and personal property owned by the parties

MAYNARD WILSON
ATTORNEY AT LAW
11 SOUTH SIXTH STREET
COTTAGE GROVE,
OREGON 97424
842-2123

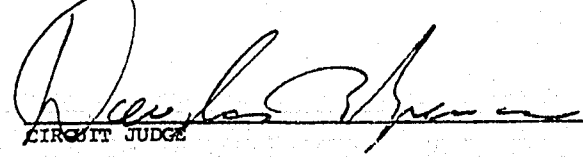
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1 is hereby distributed between them in accordance with the terms of a Property
2 Settlement Agreement entered into by them on the 31st day of December, 1971,
3 a copy of which is attached hereto as Exhibit "A", and by this reference is
4 incorporated herein and made a part of this Decree as though fully set forth.

5 9. That the address of the Plaintiff is: 240 Jefferson Avenue,
6 Cottage Grove, Oregon, 97424. She is 43 years of age and her Social Security
7 Number is 126-22-8390. That the address of the Defendant is: 16692 Southwest
8 Lake Forest Boulevard, Lake Oswego, Oregon, 97034. He is 36 years of age and
9 his Social Security Number is _____. That the parties were
10 married October 11, 1963, at New Rochelle, New York.

11 Each of the parties shall notify the Clerk of this Court of any change
12 of address within ten (10) days from such change.

13 Dated this 19 day of June, 1972.

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16 CIRCUIT JUDGE
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HAYNARD WILSON
ATTORNEY AT LAW
11 SOUTH SIXTH STREET
COTTAGE GROVE,
OREGON 97424
942-2123

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

CAROLINE L. MORGAN,)
Plaintiff,)
VS.)
THOMAS S. MORGAN,)
Defendant.)

PROPERTY SETTLEMENT AGREEMENT

Case No. 71-3430

THIS AGREEMENT made this 31st day of December, 1971, by and between CAROLINE L. MORGAN, herein called Plaintiff, and THOMAS S. MORGAN, herein called Defendant, in settlement of all property rights arising out of their marriage entered into at Warwick, Rhode Island, on October 11, 1963.

A. CUSTODY & SUPPORT: The Plaintiff shall have the custody of the minor child of the parties, namely:

THOMAS SAMUEL MORGAN, born September 2, 1965;

The Defendant shall pay the sum of \$150.00 per month for the care and support of said minor child, payments to begin _____ and to continue until said child is of legal age or is married. Defendant shall be entitled to reasonable visitation rights.

The Defendant shall pay the sum of \$460.00 per month for the support and maintenance of the Plaintiff, said payments to begin _____. From said monthly support payment, Plaintiff shall be required to pay the following:

1. House payment in the sum of \$135.00 per month. Plaintiff shall retain the right to reside in the residence of the parties until such time as said property is sold, as provided in paragraph B below. Thereafter said sum shall remain the same to provide Plaintiff with an adequate monthly rental payment.
2. Fire insurance premium in the sum of \$6.00 per month until the property is sold. Thereafter Plaintiff's monthly support payment shall be reduced by \$6.00 per month.
3. For utilities: Heating \$25.00 per month, electricity \$25.00 per month, telephone \$10.00 per month, water \$10.00 per month, garbage collection \$2.50 per month--a total of \$72.50 per month.
4. Payment for 1971 Gremlin automobile in the sum of \$87.00 per month. When said automobile contract balance is paid in full, then Plaintiff's monthly support payment shall be reduced by the sum of \$52.00 per month, which shall thereafter provide Plaintiff with a \$35.00 per month maintenance and repair fund for said automobile.
5. Car insurance premium in the sum of \$13.00 per month.
6. Gas, oil and lubrication for automobile in the sum of \$20.00 per month.
7. For medical expenses: Doctor and hospital \$50.00 per month, dental \$25.00 per month, and drugs \$25.00 per month--a total of \$100.00 per month.
8. O. P. S. medical insurance premium in the sum of \$25.00 per month. Defendant shall pay all medical bills for the minor child of the parties herein not covered by said O. P. S. insurance.

B. REAL PROPERTY: The parties herein are the owners of an equity in real property located at 240 Jefferson Avenue, Cottage Grove, Lane County, Oregon. Plaintiff shall have the right to reside in said property and shall also have

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complete control of said property. Said property shall be sold at the discretion and convenience of the Plaintiff and when said property is sold, the proceeds, after expenses of sale, shall be divided equally between the parties herein. Defendant shall be responsible for all major repairs and upkeep of the dwelling. Defendant shall pay the real property taxes until such time as said property is sold.

That the parties are the owners of a lot situated adjacent to Klamath Lake, near Klamath Falls, Klamath County, Oregon; that Defendant shall be entitled to said lot.

C. PERSONAL PROPERTY: The Plaintiff shall be entitled to the following described personal property:

Household furniture and furnishings,
1971 Gremlin automobile,
Personal belongings and effects.

The Plaintiff shall be entitled to the savings account in the amount of \$500.00 at State Savings & Loan, Cottage Grove, Oregon.

The Defendant shall be entitled to the following described personal property:

1971 Datsun Pickup,
All tools and equipment belonging to and used in his business,
Personal belongings and effects.

D. INSURANCE: The Defendant shall keep in force and effect at all times his Mutual Security Life Insurance policy in the amount of \$10,000.00; the minor child of the parties, THOMAS SAMUEL MORGAN, shall be named as beneficiary of said policy, and Plaintiff shall be trustee of any trust fund for said minor child which may result from payment of said policy.

E. ATTORNEY'S FEES & COSTS: The Defendant shall pay Plaintiff's attorney's fees in the amount of \$350.00 and Court costs in the amount of \$65.00.

F. DOCUMENTS: It is understood that it will be necessary to execute various documents in order to effect the transfers of property and each party agrees to sign and deliver all other and further documents necessary to give force and effect to this agreement.

G. COURT APPROVAL: This agreement in its entirety is subject to the approval of the Court in the divorce suit between the parties and it is specifically understood and agreed that neither party shall be deprived at any time by reason of this agreement of his or her right to proceed in the divorce suit in any manner he or she shall see fit.

This agreement shall be in full settlement of all the obligations of the parties arising out of their marriage. It is understood that Plaintiff will incur no further obligations in the name of the Defendant and that Defendant will incur no further obligations in the name of the Plaintiff and that the rights of the parties as husband and wife shall be terminated as of this date.

IN WITNESS WHEREOF We have hereunto set our hands the day and year first above written.

Caroline L. Morgan
CAROLINE L. MORGAN
Plaintiff

Thomas S. Morgan
THOMAS S. MORGAN
Defendant

Maynard Wilson
MAYNARD WILSON
Attorney for Plaintiff

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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 Document has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of said original as the same appears on file or of record 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 27 day of March A.D. 1979
D.M. PENFOLD,

Director of the Dept. of Records and Elections of Lane County
By _____ Deputy

*Ret: Klamath County Title
P.O. Box 151 R. 4*
Frederick Raymond

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title

this 8th day of April A.D., 1974 at 8:57 o'clock A.M., and duly recorded in

Vol. M74 of Deeds on Page 4229

WM. D. MILNE, County Clerk

By *Lucia Quintala* Deputy

Fee \$12.00