

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JOSEPHINE COUNTY

38-12314

2 In the Matter of the Dissolution  
3 of the Marriage of

4 W. T. WALTERS,

5 Petitioner

6 and

7 SUSAN C. WALTERS,

8 Respondent

No. 75-760-E

DECREE FOR DISSOLUTION  
OF MARRIAGE

9  
10 THIS MATTER having come on for hearing on the application  
11 of the Petitioner for decree herein, and the Petitioner appearing  
12 in person and by and through his attorney, Wally P. Martin, and the  
13 Respondent appearing not, but being in default herein, which said  
14 default has heretofore been adjudged of record; and the Court having  
15 heard and considered evidence adduced on behalf of Petitioner, and  
16 finding therefrom that the parties were married in Klamath County,  
17 Oregon, on the 23rd of June, 1962, and Petitioner has been a resident  
18 of Oregon for more than six (6) months prior to the filing of this  
19 petition, and that two children were born as the issue of said marriage,  
20 and they are William Daniel Walters, born September 20, 1963, and  
21 Michael Allen Walters, born June 24, 1965, and that Petitioner's  
22 address is 1673 SE N Street, Grants Pass, Oregon 97526, Petitioner's  
23 age is 33 years, and Petitioner's Social Security Number is 551-60-0230,  
24 and that Respondent's address is Box 11, Dairy, Oregon, Respondent's  
25 age is 32 years, and Respondent's Social Security Number is UNKNOWN.

26 BASED ON the foregoing findings and the evidence adduced  
27 before the Court, it is ORDERED, ADJUDGED AND DECREED as follows:

28 1. The marriage contract existing between the Petitioner  
and the Respondent is hereby dissolved, except as qualified herein.

2. The care, custody and control of the minor children  
of the parties, William Daniel Walters and Michael Allen Walters,  
is hereby awarded to the Respondent, subject only to the right of  
the Petitioner to visit said children at reasonable times and places.

3. The Petitioner is hereby ordered and required to pay  
unto the Respondent, through the Clerk of this Court, the sum of  
\$75.00 per month per child for the support of the minor children  
of the parties above named during their minority. Said support payments  
shall commence on the 5 day of August, 1976, and shall continue  
on the 5 day of each month thereafter. In addition, Petitioner shall  
pay the collection costs for all support payments made hereunder.

4. The Petitioner is hereby ordered and required to pay  
unto the Respondent as and for the support of the Respondent the sum

Decree for Dissolution of Marriage -1-

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DAN WOLKE  
ATTORNEYS AT LAW  
PHONE 476-4488  
P. O. BOX 888  
GRANTS PASS, OREGON 97526



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1 of \$100.00 per month commencing the 5 day of August, 1976, and  
2 continuing until the 5 day of December, 1977, unless Respondent  
remarries at which time the temporary support will cease.

3 5. The property settlement agreement entered into by Petitioner  
4 and Respondent, a copy of which agreement is hereto attached, marked  
Exhibit "A" and by this reference made a part hereof, as though set  
5 out herein in full, is hereby approved and accepted.

6 6. This decree becomes finally effective to terminate  
the marital status of the parties on September 19, 1976.

7 DONE AND DATED this 20 day of July, 1976.

8  
9 /s/ Samuel M. Rowe  
10 Circuit Judge  
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WALLY P. MARTIN  
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Decree for Dissolution of Marriage -2-



PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 7 day of July, 1976, by and between W. T. WALTERS, hereinafter called Husband, and SUSAN C. WALTERS, hereinafter called Wife, WITNESSETH:

WHEREAS, the parties hereto are married to each other, but are living separately and a petition for the dissolution of the marriage now pends before the Circuit Court of Josephine County, Oregon, and the parties are mutually desirous of settling by this agreement matters of child custody, visitation, support and property matters standing between them;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The parties mutually acknowledge that they have heretofore made a physical division of personal property, and have caused some interests to be liquidated and the proceeds of such liquidation divided between themselves, and the parties both acknowledge that such division is mutually satisfactory and should stand as a permanent settlement and arrangement with regard to all such property heretofore dealt with.
2. The parties have agreed that the family home, which is described on Exhibit "A" attached hereto and by this reference made a part hereof as though set out herein in full, is presently vacant, and that neither party is using or occupying said premises, and that the parties have mutually caused the property to be listed for sale. The parties agree that said premises will be sold as soon as an acceptable offer to purchase the same has been received, and that the net proceeds of such sale, after taxes and any other matters properly standing as a lien against the premises have been paid and discharged and all costs of sale have been paid, shall be divided equally between these parties. It is understood and agreed that the premises have been listed for a sales price of \$25,900.00. The parties agree that they will reasonably negotiate between themselves any offers received, including offers of lesser amounts and including offers which are not based upon a cash sale, and that they will co-operate in making a reasonable sale, having in mind that both parties desire, if possible, to sell the property for cash.
3. The parties agree that under present circumstances it is to the best interest of the minor children of the parties, William Daniel Walters and Michael Allen Walters, that their custody be vested in the Wife herein, subject to the right of the Husband to visit said children at reasonable times and places.
4. The Husband hereby agrees to pay unto the Wife the sum of \$75.00 per month per child as and for his contribution to the support of said children, commencing forthwith and payable in a total amount of \$150.00 each month. Said child support shall be, in each instance, continuing until each child shall have attained full legal age or shall be sooner emancipated from the care, custody and dependency upon either of the parties hereto.
5. The Husband has agreed to make temporary support payments for the benefit of the Wife herein, and has been making payments of the amount of \$100.00 per month heretofore. The Husband agrees to continue temporary support payments in the amount of \$100.00 each month to be made to the Wife for her own support for a period

WALLY P. MARTIN  
DAN WOLKE  
ATTORNEYS AT LAW

Property Settlement Agreement - 1 -

Exhibit "A"



including and ending in the month of December, 1977; provided, however, that the Husband's duty to contribute to the support of the Wife shall terminate and cease effective in the month during the term of said temporary support in which the Wife shall remarry, in the event of her remarriage.

6. The parties have intended to integrate herein all of their agreements, covenants and understandings with regard to the division of property, duties of support, and contribution to the other. Neither party shall make any further, other or different claim upon the other for property, income, support, Court costs or attorney's fees except as herein expressly stated. Neither party shall make any other or different claim against the estate or earnings of the other, whether heretofore or hereafter earned or realized.

7. It is the intention and purpose of the parties in making this property settlement agreement that the same be used and adopted by the Court in the dissolution proceeding hereinabove referred to, and the parties both regard this as a full, fair and final property settlement agreement and arrangement between themselves for such purpose.

8. The parties mutually agree that they shall promptly, upon the request of the other, make, execute and deliver any and all documents of transfer, deeds, bills of sale, certificates of title or otherwise, which may be reasonably required to fully implement the property settlement division and arrangement hereby expressed.

TIME IS OF THE ESSENCE OF THIS AGREEMENT, and all the terms, conditions and covenants herein contained are binding upon the parties, their heirs, executors, administrators and assigns, wherever the context hereof admits or requires. In the event suit or action is instituted to recover any sum due pursuant hereto, or to enforce or construe the provisions hereof, the prevailing party therein shall be entitled to recover, in addition to statutory costs and disbursements, such sums as may be adjudged reasonable as and for attorney's fees therein, including reasonable attorney's fees on appeal, if any.

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

/s/ W. T. Walters

Husband  
/s/ Susan C. Walters

Wife

STATE OF OREGON, )  
 ) ss.  
County of Josephine. )

On this 6 day of July, 1976, personally appeared before me the within-named W. T. WALTERS, and acknowledged the

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Property Settlement Agreement -2-



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foregoing instrument to be his voluntary act and deed.

Wally P. Martin  
Notary Public for Oregon  
My Commission Expires: 12/20/76

(SEAL)

STATE OF OREGON, )  
County of Klamath. ) ss.

On this 7 day of July, 1976, personally appeared before me the within-named SUSAN C. WALTERS, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Wally P. Martin  
Notary Public for Oregon  
My Commission Expires: 12/20/76

WALLY P. MARTIN  
DAN WOLKE  
ATTORNEYS AT LAW

Property Settlement Agreement - 3-

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EXHIBIT A

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The following described real property, situated in Klamath County, Oregon, to-wit:

A piece or parcel of land situated in the South 1/2 of the Northwest 1/4 of Section Thirty-four (34), Township Thirty-eight (38) South, Range Eleven and one-half (11 1/2) East of the Willamette Meridian, containing 3.0 acres, more or less, and more particularly described as follows: Beginning at a point in the Southerly boundary of that certain right of way for highway purposes as conveyed by A. L. Michael to the State of Oregon, by deed dated July 18, 1936 and recorded in Book 107 of Deeds, at page 23, Klamath County Record of Deeds, from which the quarter section corner on the westerly boundary of the said Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian bears South 47° 03' West 1836.2 feet distant, and running thence Southwesterly along the said Highway boundary to a point which bears South 77° 05' West 126.2 feet distant; thence South 0° 34' West 180 feet; thence South 62° 29' West 186.6 feet, more or less, to a point in a well established fence line which marks the Westerly boundary of that certain tract heretofore conveyed to A. L. Michael by Martin Stoehsler et al by deed dated February 19, 1925, and recorded in Book 66 of Deeds, at page 552; thence South 1° 45' East along said fence line 185 feet, more or less, to a point in the center of a dry gulch or wash; thence Southeasterly along the said gulch or wash to a point from which the said point of beginning bears North 0° 34' East; thence North 0° 34' East 636.3 feet, more or less, to the point of beginning.

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State of Oregon, ss,  
County of Klamath }  
I hereby certify that the within instrument was received and filed for record on the 30th day of March, 1977, at 3:47 o'clock P. M. and recorded on Page 5353 in Book M 77 Records of Deeds of said County.

WM. D. MILNE, County Clerk

By Hazel M. Milne  
Fee \$18.00

State of Oregon ) ss,  
County of Josephine )

I, Maxine Foster, 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 of office this 20th day of July, 1976  
by Maxine Foster  
Deputy