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

Vol. 78 Page 12737

ELVA C. KING,
Plaintiff,
vs.
EARL V. KING,
Defendant.

No. 293-974
DECREE

This suit coming to be heard regularly on Thursday, October, 24, 1963, plaintiff appearing in person and by her attorney, Ruth Rose Richardson, and defendant, Earl V. King, not appearing in person, nor by attorney, and being in default herein and his default having heretofore been duly entered; the State of Oregon appearing by Garr M. King, Deputy District Attorney for Multnomah County, Oregon; and it appearing from the records of the Court that heretofore on the 8th. day of August, 1963, plaintiff filed her complaint herein and caused summons to be issued to the Sheriff of Klamath County, Oregon; and it further appearing from the Sheriff's return on file herein that the defendant, Earl V. King, was duly served by the Sheriff of Klamath County, in Klamath County, Oregon, on the 19th. day of August, 1963, and that more than 20 days have elapsed and the defendant has not appeared, or plead in the above entitled suit and that he is now in default herein and his default has heretofore been duly entered.

The Court having heard the testimony of the plaintiff in support of the allegations of plaintiff's complaint and it appearing to the Court from said testimony that plaintiff has good and sufficient grounds for divorce from defendant because of the cruel and inhuman treatment of plaintiff by defendant that rendered plaintiff's life burdensome as to make it impossible for plaintiff to longer live with defendant as wife and husband, and the Court being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony and the marriage contract heretofore existing between the parties to this suit be, and the same is hereby dissolved and terminated and the plaintiff, Elva C. King is granted an absolute divorce from the defendant, Earl V. King, and it is further

ORDERED, ADJUDGED AND DECREED that the property settlement made and entered

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1 into by the parties hereto on the 14th. day of October, 1963, be and the same
2 is hereby approved and by reference hereto is made a part of this decree, and it
3 is further

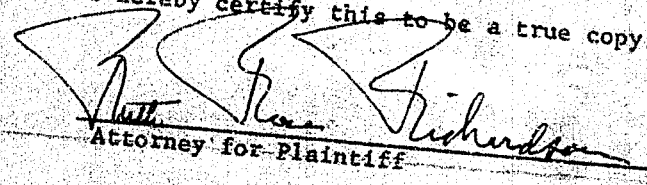
4 ORDERED, ADJUDGED AND DECREED that neither party hereto shall contract
5 marriage with any other person in the State of Oregon, or in any state or
6 country, within a period of six months from the date of this decree.
7

8 Dated at Portland, Oregon, this 24th day of October, 1963.
9

10 /s/

Jean L. Lewis
Circuit Judge, Department of Domestic
Relations

11 I hereby certify this to be a true copy:
12

13 
14 Attorney for Plaintiff

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF MULTNOMAH

3 ELVA G. KING,
4 Plaintiff,

No. 223-574

5 vs.

PROPERTY SETTLEMENT AGREEMENT

6 EARL V. KING,
7 Defendant.

8 THIS AGREEMENT made and entered into this 14th day of
9 October, 1968, by and between Elva G. King, hereinafter
10 called First Party and Earl V. King, hereinafter called Second
11 Party;

12 WITNESSETH:

13
14 Whereas, the parties above named are husband and wife, but now
15 are living separate and apart from each other; and

16 Whereas, the First Party has filed suit for divorce against the
17 Second Party and the said suit is now pending in the Multnomah
18 County Circuit Court of Oregon, and

19 Whereas, the parties hereto desire at this time to settle all of
20 their property and other rights, and

21 Whereas, both parties are fully aware of all of the financial cir-
22 cumstances of each other and hereby agree that the conditions
23 herein contained are in settlement of all present and future rights
24 of both parties;

25 NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agree-
26 ments herein contained to be kept and performed by the respective
27 parties hereto, the respective parties hereby agree to and with
28 each other as follows:

29 1. First Party agrees to accept the sum of \$750.00, repre-
30 senting one half of the net price received from the sale of cer-
31 tain acreage situated in the County of Josephine, State of Oregon,
32 near the town of Salm, consisting of approximately twelve and one-half
33

1 acres, and owned by said parties hereto by an estate by the
2 entirety.

3 2. That the parties hereto also held title to approxi-
4 mately three and one-half acres, partly planted in nursery stock
5 and a basement house located on said acreage and known as
6 900 Lakeport Blvd. Klamath Falls, Klamath County, Oregon. That
7 hereafter the parties agree to share this real property as tenants
8 in common with each as owner of one half undivided interest therein.

9 3. First Party agrees that Second Party may occupy said
10 premises at 900 Lakeport Blvd. Klamath Falls, Oregon, rent free for
11 a period of ten years, beginning at the date of the Decree of
12 divorce, and

13 IN CONSIDERATION for the provision of his possession of said
14 premises, Second Party agrees that he will pay all taxes and as-
15 sessments that are due, or may become due during the period of the
16 occupancy of the Second Party. Further Second Party agrees that he
17 will not commit waste against said property, nor make any assign-
18 ment of his interest without the written consent of the First Party.

19 4. First Party agrees that in the event the Second Party
20 should desire to sell the said Lakeport Boulevard property and that
21 he should receive a fair and bonifide offer to purchase said prop-
22 erty, First Party agrees that she will join Second Party and exe-
23 cute all necessary documents incident to said sale and transfer to
24 the Buyer.

25 5. The First and Second Party hereby agree that each party
26 shall pay his and her own costs and attorney's fees incurred in
27 this suit for divorce.

28 6. That in the event a decree of divorce is granted to
29 either party hereto, this agreement may be offered and received
30 in evidence at the trial of this suit and may be made a part of
31 any decree made and entered by the Court incident thereto.

32 It is further distinctly understood that this property
Page 2. Property Agreement

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1 agreement is not to be construed as being made with the intent to
2 prevent either party from further appearing in this suit.

3 IN WITNESS WHEREOF, the parties have hereunto set their
4 hands in triplicate on the day and year first above written.

5
6 Elva C. King Earl V. King
7 First Party Second Party
8 David L. Richardson Hal J. Coe
9 Witness to First Party Witness to Second Party

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15
16
17 ^{Kurz}
18 Mrs. Betty M. Kurz
19 3914 Crater Lake Ave.
20 Medford, Ore.
21 97501

22
23 Return by certified mail

24
25 STATE OF OREGON; COUNTY OF KLAMATH; ss.

26 Filed for record ~~on record of~~

27 on 15th day of June A. D. 19 78 at 9:26 clock A. M., and

28 duly recorded in Vol. 178 of Deeds on Page 12737

29 W. D. MILNE, County Clerk

Barbara J. Schuch

30 Fee \$15.00