

FILED

OCT 17 1978

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

Wm. D. Milne, Clerk  
By *[Signature]* Deputy

In the Matter of the Dissolution )  
of the Marriage of: )  
MICHAEL LEE RAWSON, )  
Petitioner, )  
and )  
VICKIE RAWSON, )  
Respondent. )

Case No. 78-779 E  
CUSTODY, SUPPORT AND PROPERTY  
SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between  
Michael Lee Rawson, hereinafter referred to as "husband," and  
Vickie Rawson, hereinafter referred to as "wife,"

W I T N E S S E T H:

WHEREAS, certain irreconcilable differences have arisen  
between the parties hereto rendering it impossible to continue  
their relationship as husband and wife, and,

WHEREAS, the husband as Petitioner is filing his petition  
in the Circuit Court of the State of Oregon for the County of  
Klamath, praying therein for a dissolution of the marriage of  
said husband and wife, together with other equitable relief, and,

WHEREAS, it is the mutual desire of the parties to settle  
and determine all matters pertaining to the adjustment of their  
property rights, in and to the accumulation of said parties with-  
out submitting these matters to the court for determination; now,  
therefore,

IN CONSIDERATION of the mutual and reciprocal responsi-

CUSTODY, SUPPORT AND PROPERTY  
SETTLEMENT AGREEMENT (1)

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MICHAEL L. BRANT  
Attorney at Law  
325 Main Street  
Klamath Falls, Oregon 97601

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1 bilities of the parties, each to the other to be performed, it is  
2 therefore agreed as follows:

3 (1) That the parties to this agreement will live separ-  
4 ate and apart, each from the control of the other;

5 (2) That there has been one child born issue of this  
6 marriage, namely, SARAH NOEL RAWSON, whose date of birth is  
7 December 26, 1977. It is agreed between the parties that husband  
8 shall have the following visitation rights:

9 two weekends per month commencing at 9:00 a.m. on  
Saturday and ending at 7:00 p.m. on Sunday

10 one month each summer

11 alternating Christmas holidays

12 (3) Husband shall contribute the sum of \$100.00 each  
13 month toward the support of Sarah Noel Rawson, which monthly  
14 payments shall commence ten days after the date of filing the  
15 final decree in the above-entitled matter, the said payments  
16 continuing until Sarah Noel Rawson has obtained the age of  
17 majority or otherwise become emancipated, according to the laws  
18 of the State of Oregon;

19 (4) Husband and wife shall each be responsible for their  
20 respective debts incurred commencing July 16, 1978 and thereafter.  
21 All marital debts incurred before July 16, 1978 shall be paid by  
22 husband;

23 (5) Husband shall have the personal property that is  
24 presently in his possession. Wife shall have the 1973 Gremlin  
25 automobile free and clear of any interest of husband. Wife shall  
26 have all the furniture, appliances and household goods which are

1 presently in wife's possession;

2 (6) The real property described as:

3 Lots 15 and 16, Block 1 of LFNOX, according to the  
4 official plat thereof on file in the records of Klamath  
County, Oregon.

5 shall be sold with the net proceeds divided as follows:

6 1/3 to husband

7 1/3 to wife

8 1/3 to Lloyd Koontz, as trustee for Sarah Noel Rawson

9 At such time as Sarah Noel Rawson attains the age of 21 years,  
10 said trustee shall distribute the principal and accrued interest  
11 remaining in the trust to the said Sarah Noel Rawson. During the  
12 period of the trust, the trustee shall pay to or apply for the  
13 benefit of Sarah Noel Rawson such sums from the income first  
14 and if the income be insufficient, then from the principal of  
15 the trust estate as the trustee shall deem necessary or advisable  
16 for the care, support, maintenance and education of Sarah Noel  
17 Rawson. Such payments shall be made only as necessary to supple-  
18 ment any contribution required to be made by the child's father  
19 or his actual contribution, whichever is greater. The interest  
20 of Sarah Noel Rawson in the principal or income of the trust estate  
21 shall not be subject to claims of said minor child's creditors  
22 or others nor to the legal process and may not be voluntarily or  
23 involuntarily anticipated, alienated or encumbered except as may  
24 otherwise be provided by the terms of this trust agreement.

25 (7) It is mutually understood and agreed that the terms  
26 of this agreement, when executed, constitute a full release of all  
claims of whatsoever nature the husband may have against the wife  
or the wife against the husband, except as otherwise hereinabove

provided. It is further mutually understood and agreed that the agreements shall in no manner or way be by either party construed as and for consideration for a dissolution of the marriage and that neither party shall be prejudiced from presenting his or her cause to the court for determination, save and except as for such particulars as are herein set forth.

IN WITNESS WHEREOF, the husband and wife have set their hands and seal this 20<sup>th</sup> day of July, 1978.

HUSBAND:

Michael Lee Rawson  
Michael Lee Rawson

WIFE:

Vickie Rawson  
Vickie Rawson

STATE OF OREGON )  
County of Klamath ) ss.

Before me this 20<sup>th</sup> day of July, 1978, personally appeared the above-named Michael Lee Rawson and Vickie Rawson, and acknowledged the foregoing instrument to be their voluntary act and deed.

Paul E. Knox  
Notary Public for Oregon  
My Commission Expires: 11-19-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Michael L. Brant, Atty.

this 18th day of October A. D. 1978. at 1:15 clock PM., of

uly recorded in Vol. 478, of Deeds on Page 23348

Fee \$12.00

Wm D. MILNE, County Clerk

By Bernard M. Hirsch

CUSTODY, SUPPORT AND PROPERTY  
SETTLEMENT AGREEMENT (4)

Ref. - MICHAEL L. BRANT  
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