

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

JAMAR FRY,

Plaintiff,

vs.

WILFRED B. FRY,

Defendant.

No. 56613

Judgment

DECREE OF DIVORCE

(6-6-63) Rec'd Check "6000." endorsed to Wilfred B. Fry

THIS MATTER coming on for hearing, and plaintiff appearing in person and by James O. Goodwin, of Jack, Goodwin & Anicker, her attorneys, and the defendant not appearing, and default having been entered herein; the District Attorney having been duly served with summons and complaint, and having appeared by deputy district attorney, and evidence having been presented on behalf of said plaintiff,

THEREFORE, based upon said record, and the Court being fully advised, it is

ORDERED, ADJUDGED AND DECREED: That the plaintiff be and she is hereby awarded a decree of absolute divorce from the defendant, and the marriage contract heretofore existing between the parties hereto be, and the same is hereby forever dissolved, and it is further

ORDERED, ADJUDGED AND DECREED: That the property settlement agreement of the parties entered into June 6, 1962, and marked Exhibit A be and the same is hereby ratified and approved, and it is further

ORDERED AND ADJUDGED: That plaintiff be and she is hereby awarded all right, title and interest of the parties in real property being sold on contract to Loyd S. Timmons, et ux, described as follows:

The N.E. 1/4 of the S.W. 1/4 of the S.E. 1/4; N. 1/2 of the S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4; S.E. 1/4 of the S.E. 1/4 of the S.W. 1/4 of the S.E. 1/4; W. 1/2 of the S.E. 1/4 of the S.E. 1/4; all said real property in Section 23, Township 35 South, Range 6 E. W.M. (containing about 37 1/2 acres, more or less), in the County of Klamath, and State of Oregon.

and it is further

1 ORDERED, ADJUDGED AND DECREED: That plaintiff be  
2 and she is hereby awarded all the right, title and interest <sup>of defendant</sup> /in and to the  
3 entire tract of real property described in Volume 271, page 530, Klamath  
4 County, Oregon, and it is further

5 ORDERED, ADJUDGED AND DECREED: That plaintiff be  
6 and she is hereby awarded as her sole and separate property, the former  
7 home of the parties, described as follows, to-wit:

8 Lots 30, 32, 34, Block 38, IRVINGTON PARK, in the  
9 City of Portland, County of Multnomah and State of  
Oregon.

10 with the provision, however, that if plaintiff sells said Multnomah County  
11 real property within one year from June 6, 1962, she shall furnish defendant  
12 with one-half (1/2) the net price received therefor, but not less than \$6,000.00,  
13 and if such property is not sold within the one year period, that immediately  
14 upon the expiration thereof, plaintiff shall pay to defendant the sum of  
15 \$6,000.00 in lieu of one-half the net proceeds of sale, and it is further

16 ORDERED, ADJUDGED AND DECREED: That defendant be and  
17 he is hereby awarded the equity of the parties in the following described real  
18 property, to-wit:

19 Government Lot 6, in Section 13, T.8.S. R.11 W.  
20 W.M., in Lincoln County, Oregon,

21 and it is further

22 ORDERED, ADJUDGED AND DECREED: That plaintiff be and she  
23 is hereby awarded all the household goods, furnishings, appliances, T. V.  
24 sets, linens, utensils, etc. of every kind and nature, located in the home of  
25 the parties at 5533 N.E. 30th, Portland, Oregon, and a certain 10 H.P.  
26 Johnson outboard motor there located, and it is further

27 ORDERED, ADJUDGED AND DECREED: That defendant shall be  
28 and is hereby awarded as his sole and separate property the 1960 Ford  
29 automobile, and it is further

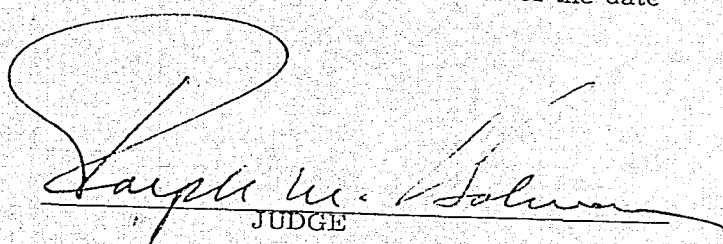
30 ORDERED, ADJUDGED AND DECREED: That defendant shall  
31 deposit for the benefit of plaintiff, and the plaintiff shall accept, at the  
32 Union Avenue Branch of the U.S. National Bank of Portland, Oregon, the sum  
Page 2 Decree of Divorce

of \$500.00, plus a further sum sufficient to pay current joint obligations of the parties, not to exceed the sum of \$100.00, said deposit being in lieu of support money, attorneys fees and costs during the pendency of this suit, and it is further

ORDERED, ADJUDGED AND DECREED: That plaintiff be and she is hereby awarded and restored her former name, Patrick, and it is further

ORDERED, ADJUDGED AND DECREED: That neither of the parties shall remarry, except to each other, within six months of the date hereof, and it is

SO ORDERED.

  
JUDGE

DATED: Aug 6, 1962

Received check \$835 for \$6,000.00 by King, Miller, Anderson & Mark L. York, Portland, Ore. and endorsed to me, June 10, 1963

U.S. Jay  
Attest: Robert Schumacher, Clerk  
K. Allen, Deputy

22538

## PLAINTIFF

## PROPERTY SETTLEMENT AGREEMENT

# 56613

Exhibit (Ident. Evid. <  
Robert Schumacher, Clerk

THIS AGREEMENT, made and entered into on this 26

day of June, 1962, by and between JAMAR FRY, hereinafter referred to as first party, and WILFRED B. FRY, hereinafter referred to as second party,

## WITNESSETH:

That the said parties were married at Portland, Oregon, on September 30, 1955, and ever since that time have been and now are husband and wife, and

WHEREAS, the parties are presently separated and are not now living together as husband and wife, and

WHEREAS, said separation result from unhappy differences which have arisen between the parties hereto, and

WHEREAS, it is the desire of the parties hereto to make a complete and final settlement of property rights,

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

## I

Second party agrees that first party shall become the sole owner and own separate right of all the household goods, furnishings, appliances, TV sets, linens, utensils, etc., of every kind and nature, located in the home of the parties at 5533 N.E. 30th, Portland, Oregon, and a certain 10 horsepower Johnson outboard motor there located.

## II

Second party further releases to first party all right, title and interest arising from the marriage and from a certain land sale contract dated October 31, 1956, wherein John P. Fallon, Jamar Patrick Fry and W. B. Fry are sellers and Loyd S. Timmons, et ux, are purchasers of certain land in Section 23 T. 35 S., R. 6 E. of the W.M., Klamath County, Oregon.

## III

First party agrees that second party shall become the sole owner and own separate right of the 1960 Ford 6 automobile, and the equity of the parties in the following described real property, to-wit:

Government Lot 6 in Section 13, T. 8 S. R. 11 W. W.M., in Lincoln County, Oregon.

## IV

Second party releases to first party all his right, title and interest in and to the entire tract of real property described in Volume 271, page 530, Deed Records of Klamath County, Oregon, and agrees to convey to first party as her sole and separate property, the former home of the parties described as follows, to-wit:

Lots 30, 32, 34, Block 38, IRVINGTON PARK, in the City of Portland, County of Multnomah and State of Oregon.

it being understood, however, that in connection with said Multnomah County property, if first party sells the same within one year from the date hereof, she is to furnish second party with one-half (1/2) the net price received therefor, but not less than \$6,000.00. If such property is not sold within the year, immediately upon the expiration thereof, the first party shall pay to second party the sum of Six Thousand and No/100 (\$6,000) Dollars in lieu of one-half the net proceeds of sale.

## V

Second party further agrees to deposit for the benefit of first party, and first party to accept, at the Union Avenue Branch of the U. S. National Bank of Portland, Oregon, the sum of Five Hundred and No/100 (\$500.00) Dollars, plus a further sum sufficient to pay current joint obligations of the parties, not to exceed the sum of One Hundred and No/100 (\$100.00) Dollars, it being the intent of the parties that this deposit shall be in lieu of support money, attorneys fees and costs during the pendency of this suit.

## VI

It is understood and agreed by the parties hereto that this



property settlement agreement is a complete and final settlement of all rights of the parties, and it is understood and agreed that the terms and provisions hereof may be incorporated in any decree of divorce which may hereafter be obtained by either party.

## VII

It is hereby understood and agreed that this instrument shall in no wise be construed or considered as an agreement between said parties to obtain a divorce one from the other, but that the same is considered strictly as an agreement settling their respective support and property rights. In the event that either party hereto shall institute or prosecute a suit for divorce against the other party hereto, neither party hereto shall claim or demand any suit money, alimony, or attorneys fees except as hereinabove otherwise provided in such suit for divorce.

IN WITNESS WHEREOF, the parties have executed this instrument in triplicate on the day and year first above written.

FIRST PARTY:

Jamar Fry  
Jamar Fry

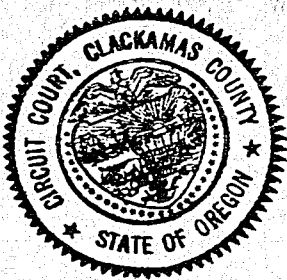
SECOND PARTY:

W. B. Fry  
W. B. Fry

55210

22541

Return to  
Mrs. Jamar Sentry  
5533 N.E. 30th  
Portland, Or.



State of Oregon  
County of Clackamas } ss.  
I, GEORGE D. POPPEN, County Clerk and  
ex-officio clerk of the Circuit Court of the  
State of Oregon for the County of Clackamas,  
do hereby certify that the foregoing copy of  
the within instrument  
has been by me compared with the original,  
and that it is a correct transcript thereof,  
and the whole of such original, as the same  
appears on file and of record in my office  
and in my care and custody, I have hereunto  
set my hand and affixed the seal of the Circuit  
Court this 12 day of Sept, 19 79  
BY: GEORGE D. POPPEN, Clerk  
L. D. Milne  
Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of  
September A.D., 19 79 at 2:17 o'clock P M., and duly recorded in Vol M79  
of Deeds on Page 22535.

FEE \$24.50

WM. D. MILNE, County Clerk  
By Bernetha H. Hitt Deputy