

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

Department of Domestic Relations

In the Matter of the Dissolution )  
of the Marriage of )

ELEANOR ANN TOOLEY, )

Petitioner, )

vs. )

ERNEST TOOLEY, )

Respondent. )

JUDGMENT DOCKETED  
..... DEC 12 1978 19. ....

NO. D7806 09360

DECREE OF DISSOLUTION OF  
MARRIAGE (WITH FORMAL  
PROPERTY SETTLEMENT  
AGREEMENT)

THIS MATTER came before the Court on December 6, 1978,  
on the Petition and testimony of Petitioner. Respondent did  
not appear and was found in default.

The Court found that irreconcilable differences  
existed between the parties making continuation of the  
marriage relationship impossible, that the parties were  
married on July 10, 1959, at Skamania, Washington, and that  
the following minor child was born or adopted during this  
marriage:

Lawrence Martin Tooley February 22, 1960

IT IS HEREBY DECREED AS FOLLOWS:

1. The marriage of the parties is dissolved and  
the dissolution is finally effective on February 6, 1979.

2. The Property Settlement Agreement executed by  
the parties is included by this reference and made a part of  
this Decree and it is given full force and effect of this

1-DECREE OF DISSOLUTION OF MARRIAGE

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FILED IN CLERK'S OFFICE  
ATTORNEY AT LAW  
808 MARSHALL BLDG  
PORTLAND, OREGON 97206  
TEL: 228-2281

1 Decree.

2 3. Execution shall issue for any sums due under  
3 this Decree.

4 The information contained in the Petition, as  
5 required by ORS 107.085, is as follows:

6 WIFE: Eleanor Ann Tooley

7 Residence: 924 N.E. 112th, Portland, Oregon

8 Age: 53 Social Security No: 503-22-1946

9 Maiden Name: Remstad

10 HUSBAND: Ernest Tooley

11 Residence: 11358 N.E. Halsey, Portland, Oregon

12 Age: 63 Social Security No: 386-07-7918

13 There is one child of this marriage.

14 DATED this 6 day of December, 1978.

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CIRCUIT COURT JUDGE

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

In the Matter of the Dissolution )  
of the Marriage of )

ELEANOR ANN TOOLEY, )

NO. D7806-09360

Petitioner, )

PROPERTY SETTLEMENT  
AGREEMENT

v. )

ERNEST TOOLEY, )

Respondent. )

THIS AGREEMENT is made between Eleanor Ann Tooley,  
hereinafter referred to as wife, and Ernest Tooley, hereinafter  
referred to as husband.

#### RECITALS

The parties were married to one another in Skamania  
County, Washington, on July 10, 1959, and ever since that  
date have been husband and wife.

The parties are desirous of making a full and complete  
settlement as to a division of their property interests and  
obligations for the reason that irreconcilable differences  
have arisen between the parties and a marriage dissolution  
proceeding has been commenced.

#### AGREEMENT

In consideration of the promises, terms and conditions  
hereinafter contained, the undersigned mutually agree as follows:

1. There has been one child born as issue of this  
marriage, to-wit, Lawrence M. Tooley, who is of legal age and

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1 does not require support from either party at this time.

2           2. The property of the parties shall be distributed  
3 as follows:

4           WIFE TO HAVE:

5           1. Four-plex at 924 NE 112th Avenue, Portland,  
6 Oregon, subject to existing encumbrances, and to  
paragraph 3 below. Legal description as follows:

7           Lot 6, Block 2, SILVEY ADDITION, in the  
8 County of Multnomah and the State of Oregon.

9           2. Miscellaneous household furniture, fixtures  
and equipment now located at the above address.

10           3. 1969 Ford Fairlane automobile.

11           HUSBAND TO HAVE:

12           1. Five acres in Klamath County and four acres  
13 in Skamania County, Washington. Legal descriptions  
for the respective properties as follows:

14           Lot 4 in Block 1 of WINEMA PENINSULA,  
Unit 1, Klamath County, Oregon.

15           and

16           Lot 4: The Southeast Quarter of the North  
17 528 feet of the West Half of the Southeast  
Quarter of the Northwest Quarter of Section 21,  
18 Township 3 North, Range 10 E.W.M., Skamania  
County, Washington, also known as Lot 4 of  
19 the Roberson-Short Plat filed in Book 1 of  
Short Plats at pages 50-A to 50-C Records  
20 of Skamania County Auditor.

21           SUBJECT TO a 10 foot wide easement along the  
22 North 10 feet of said Lot 4, TOGETHER WITH  
an easement in common over the South 10 feet  
23 of Lot 2 and Lot 1 and the North 10 feet of  
Lot 3 for road and utility easements of said  
Roberson-Short Plat.

24           SAVE AND EXCEPT:

25           1. Easements and rights of way, if any, for  
26 water mains in the Underwood Water District;

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1 and contracts for water service, if any, with  
2 Skamania County Public Utility District No. 1.

3 2) Minimum lot size of 2 acres as stated on  
4 the face of the Short Plat.

5 Statement on the Short Plat by the Southwest  
6 Washington Health District as follows: P.U.D.  
7 water may or may not be available to the  
8 property as described. The soils within the  
9 area are generally suitable for septic tank  
10 and drainfields. Slopes, if present, may be  
11 limiting factor.

12 The above recommendation is for the short  
13 subdivision as a whole, and each lot may be  
14 subject to inspection and analysis in regard  
15 to sewage disposal systems on an individual  
16 basis. Although the ordinance specified  
17 minimum lot sizes, the district health  
18 officer may recommend larger lot sizes  
19 because of limited soil conditions, steep  
20 slopes, protection of surface and ground waters,  
21 and other site features.

22 3) An easement for road purposes along the  
23 North 10 feet of said premises, as delineated  
24 on the face of the Short Plat.

25 4) Easements and rights of way, if any, for  
26 public roads over and across the real estate  
under search.

2 1972 Jeep Wagoneer automobile.

3. Proceeds from sale of Chinook Motorhome.

4. All other personal property including furniture,  
tools, sporting goods and cash now in his possession.

The parties agree that each is entitled to the above  
mentioned property at the time of the signing of this agreement.

3. In the event of the transfer of the property at  
924 NE 112th Avenue, Portland, Oregon (legal description cited  
above) during the lifetime of the husband, he shall receive  
\$25,000.00 from the proceeds of the transfer as his interest

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1 in the property.

2 4. The debts and obligations of the parties shall  
3 be as follows:

4 HUSBAND TO PAY: Husband agrees to assume and pay  
5 all outstanding obligations incurred during the marriage except  
6 encumbrances on the four-plex. In the event any such obligation  
7 is not paid by husband, wife may file an affidavit with this  
8 court concerning the debt and be entitled thereupon to a judgment  
9 for the amount paid by her, except any debts incurred after  
10 the separation.

11 5. Each party agrees to pay his or her own legal fees.

12 6. Each party promises and agrees to pay the debts  
13 as listed and agrees to indemnify and save the other party  
14 harmless therefrom, and agrees that each is to have a judgment  
15 for such sum until paid.

16 7. After execution of this agreement, each party  
17 shall contract separately with third parties, and each party  
18 shall alone be responsible for his or her own purchases or  
19 obligations.

20 8. Each party shall at any time take all steps and  
21 execute all documents and instruments that may be required to  
22 give full force and in effect to the provisions of this  
23 agreement.

24 9. This agreement is made in full and complete  
25 settlement and satisfaction of any and all claims, rights and  
26 obligations of each party against the other and the parties

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1 hereby mutually release and forever discharge each other from  
2 any and all claims, demands, liabilities and obligations  
3 whatsoever, present and future, save and accept such rights  
4 and obligations as are specifically provided in this agreement.  
5

6 This property settlement agreement shall be sub-  
7 mitted to the court for approval in the pending marriage  
8 dissolution proceedings between the parties, and, if approved,  
9 shall be incorporated by reference in any judgment or decree  
10 rendered by the Court in said marriage dissolution proceedings  
11 and it shall be given full force and effect of the Decree.  
12

13 Executed the 20 day of October, 1978.

14 Ernest Tooty  
15 Husband

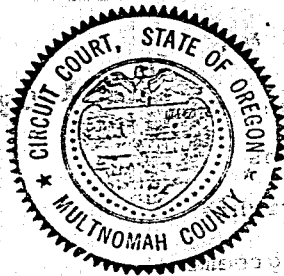
16 after recording return to  
17 maintain title to  
18 attn: Linda

19 Eileen Tooty  
20 Wife

21 Richard L. King  
22 Attorney for Husband

23 Douglas M. Fellows  
24 Attorney for Wife  
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12454



STATE OF OREGON }  
 County of Multnomah  
 The foregoing copy has been compared and  
 is certified by me as a full, true and correct  
 copy of the original on file in my office and in  
 my custody. *Deedee W. Prop Set*  
 In testimony whereof, I have hereunto set  
 my hand and affixed the seal of the  
 Court on JUL 3 1980

CIRCUIT COURT  
 Administrator

By *[Signature]*  
 Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Document of Mountain Title Co. Filed for record at request of

this 7th day of July A. D. 1980 at 3:23 o'clock <sup>P</sup> M., and  
 duly recorded in Vol. 1180, of Deeds on Page 12447

Wm D. MILNE, County Clerk

By *[Signature]*

Fee \$28.00

*[Signature]*  
 President

*[Signature]*  
 President

*[Signature]*  
 President