

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

In the Matter of the Dissolution
of the Marriage of

CLARENCE ARTHUR WINETROUT, III,

Petitioner,

and

LINDA JO WINETROUT,

Respondent.

Case No. 77-0657

D E C R E E

FILED

AT O'CLOCK M

SEP 28 1977

Michael L. Terry, Court Administrator
Circuit Court for Lane County, Oregon

BY Michael L. Terry DEPUTY

THIS MATTER having come on to be heard on the 23rd day of September, 1977, the Petitioner appearing in person and by his attorney, Michael V. Phillips.

The Court having considered the testimony of the party and having reviewed the record, it appears:

That the Petitioner has been domiciled in the State of Oregon for more than six months immediately prior to the filing of this petition.

That Respondent has been served personally and in person more than ninety days prior to the date of this hearing and has failed to appear, and is in default;

That those matters required to be set forth in ORS 107.085(3) are contained in Exhibit 1, which is attached hereto and by this reference incorporated fully herein.

That the Petitioner is a fit and proper person to have the custody of CLARENCE ARTHUR WINETROUT, IV, a minor child of the parties; and LINDA JO WINETROUT is a fit and proper person to have the custody of WENDY JO WINETROUT, a minor child of the

1-Decree

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1 parties, each subject to reasonable rights of visitation in the
2 other parent.

3 The division of property set forth in the property settle-
4 ment agreement attached is a fair and proper division of the
5 property of the parties.

6 That irreconcilable differences have arisen between the
7 parties and caused the irremediable breakdown of their marriage.

8 That no other domestic relation suit or petition for support
9 involving the marriage is pending in this or any other court.

10 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
11 as follows:

12 (1) That the marriage of CLARENCE ARTHUR WINETROUT, III, and
13 LINDA JO WINETROUT is dissolved, which dissolution shall be
14 effective on the 23 day of November, 1977, or if appeal
15 is taken, then upon the termination of appeal, whichever is later,
16 without further action of either party.

17 (2) That the Petitioner should be awarded the care and
18 custody of CLARENCE ARTHUR WINETROUT, IV, born November 26, 1971,
19 subject to the reasonable rights of visitation of the Respondent.
20 The Respondent should have the care and custody of WENDY JO WINE-
21 TROUT, born January 9, 1974, subject to the reasonable rights of
22 visitation of the Petitioner.

23 (3) That the Petitioner should pay to the Clerk of the
24 Circuit Court of the State of Oregon for Lane County the sum of
25 \$150.00 each month for the care of WENDY JO WINETROUT until
26 *

2-Decree

1 October 1, 1982, at which time the petitioner shall pay to the
2 Clerk of the Court the sum of \$250.00 each month for the care
3 of WENDY JO WINETROUT until she attains majority, marries, or
4 otherwise becomes emancipated, or until she is 21 years of age
5 so long as she is a child attending school as defined by
6 statute.

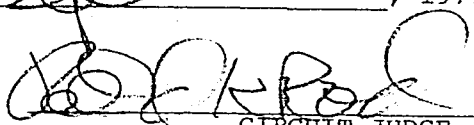
7 (4) The petitioner shall pay through the Clerk of the Circuit
8 Court of the State of Oregon for Lane County for spousal support
9 the sum of \$500.00 per month until October 1, 1982, or the
10 death of the petitioner, whichever comes first.

11 (5) All periodic payments required by this decree shall commence
12 October 1, 1977.

13 (6) The property settlement agreement entered into by the
14 parties, a copy of which is attached hereto, marked Exhibit "2",
15 and by this reference made a part hereof, is confirmed, ratified
16 and approved and the terms made a part of this decree as
17 though wholly set forth herein, and the parties are ordered to
18 comply with its terms.

19 (7) Neither party shall remarry prior to the expiration of
20 sixty days from the date of this decree but subsequent thereto,
21 either party is free to remarry. At any time during such sixty
22 day period this decree may be set aside upon the motion of both
23 parties.

24 DATED this 23rd day of Sept, 1977.

25
26 
CIRCUIT JUDGE

ONS PHILLIPS
JENSEN
ATTORNEYS AT LAW
555 NG ROAD
GRIFFIN 97404

3- Decree

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

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

CLARENCE ARTHUR WINETROUT, III,)

Case No. 77-0657

Petitioner,)

RELEVANT DATA

and)

LINDA JO WINETROUT,)

Respondent.)

Petitioner submits the following information as required by statute:

I.

Petitioner's legal address is 3895 Vine Maple, Eugene, Or.;

Respondent's legal address is 4431 Fox Hollow, Eugene, Or.

II.

Petitioner's maiden name was Linda Jo Frederick.

III.

Petitioner is 31 years of age; respondent is 29 years of age.

IV.

Petitioner's social security No. is 540-50-1135; respondent's social security No. is 541-58-8907.

V.

The parties were married on June 8, 1963 in Medford, Oregon.

VI.

Two children have been born as issue of the marriage: Clarence Arthur Winetrout, IV., born 11/26/71, and Wendy Jo Winetrout, born 1/9/74.

HAMMONS, PHILLIPS & JENSEN

By: /s/ Michael V. Phillips
Michael V. Phillips
of Attorneys for Petitioner

PROPERTY SETTLEMENT AND CHILD CUSTODY AGREEMENT

THIS AGREEMENT is made by and between LINDA JO WINETROUT, herein called "Wife," and CLARENCE ARTHUR WINETROUT III, herein called "Husband."

RECITALS:

This agreement is made with reference to the following facts:

1. The parties were married in Medford, Oregon, June 8, 1968, and are husband and wife.
2. Two children, CLARENCE ARTHUR WINETROUT IV, born November 26, 1971, and WENDY JO WINETROUT, born January 9, 1974, have been born as issue of this marriage. The parties have no other issue.
3. Irreconcilable differences have arisen between Husband and Wife which renders it impossible for them to hereafter live together as husband and wife.
4. Husband has instituted a domestic relations suit in the Circuit Court of the State of Oregon for the County of Lane and the suit is now pending in that court.
5. Unhappy differences have arisen between Husband and Wife causing the breakdown of the marriage. The parties desire by this agreement to settle, voluntarily and fairly, between themselves, their respective property rights, the custody of their children and their support.
6. The parties have been advised, fully and completely, by independent counsel of their own respective choice and have negotiated in good faith with each other in order to effect a

substantially equal division of the properties acquired by the parties during their marriage. Each party represents that during the course of negotiations, he or she has made a full and complete disclosure of all assets of the parties under his or her respective control. Subject to the approval and confirmation of the court having jurisdiction of the pending domestic relations suit, and in the event a decree is granted, the parties have agreed between themselves respecting the custody of the minor children of the parties and the disposition of their property and now desire to reduce their agreement to writing.

AGREEMENTS:

In consideration of the foregoing recitals, which recitals are expressly made a part of this agreement, and of the mutual promises, agreements and conditions herein contained, it is agreed as follows:

1. CHILD CUSTODY AND VISITATION. Husband shall have custody of CLARENCE ARTHUR WINETROUT IV and Wife shall have custody of WENDY JO WINETROUT, subject to Wife's and Husband's right, respectively, to visit the children at reasonable times and places.
2. CHILD SUPPORT. Husband agrees to pay for the support, care, education and maintenance of WENDY JO WINETROUT, the sum of \$150 per month commencing with October 1, 1977, and on the 1st day of each month thereafter during the minority or until the marriage or emancipation of the child or until further order of the court of competent jurisdiction, provided further, Husband shall continue to pay support so long as the child is a child attending school, as defined by statute and shall not have attained the age of

23 years. The parties further agree that upon October 1, 1982, child support shall be increased to not less than \$250.00 per month.

In addition to the foregoing installments of child support payments, Husband shall:

2.1. Maintain medical and hospital insurance coverage. ~~of the child comparable to that now carried by husband.~~ Husband shall furnish Wife with a copy of the insurance policy or information upon the coverage so that she will be apprised of the insurance benefits available to the minor child. In no event shall medical coverage be less than \$500 deductible. Husband shall indemnify Wife for all medical expenses incurred for the child which exceed \$500 per year using October 1 as the anniversary date.

2.2. Pay the Court Clerk's support collection charge.

2.3. Child support payments required herein shall not be abated during the period of summer vacation or visitations with Husband.

2.4. Husband shall have the right to claim the children as dependents for federal and state income tax purposes for the year 1977, and each subsequent year on the condition that he has complied with all of the conditions of this paragraph of the agreement.

3. ALIMONY. Husband shall pay to Wife as a contribution to her support and as alimony the sum of \$500 per month commencing

on the 1st day of October, 1977, and continuing on the 1st day of each succeeding calendar month thereafter until October 1, 1982, or until the first day of the calendar month next following the date of death of wife---, whichever first occurs.

3.1. Husband shall pay the collection charges established by the Clerk of the Court granting the domestic relations decree of the parties.

4. RESIDENCE. The parties are owners of premises located at 3895 Vine Maple, Eugene, Oregon, the legal description of which is set forth on the attached Exhibit "A".

Husband shall have the residential property as his sole and separate property free and clear of any claim of wife.

So long as Husband lives in the premises he shall be obligated to pay the monthly mortgage payments secured by the premises and will hold Wife harmless from the liability for the debt secured by the mortgage on the property.

5. ADDITIONAL REAL PROPERTY. The parties are buyers/owners of premises located in Klamath County, Oregon, the legal description of which is set forth on the attached Exhibit "B". Husband shall have the property as his sole and separate property free and clear of any claim of Wife and will hold Wife harmless from liability for the debt secured by any encumbrances against the property.

6. WIFE'S PERSONAL PROPERTY. Wife shall have as her sole and separate property, free and clear of any claims of Husband, all of the following-described property:

6.1 All furniture, furnishings, fixtures, appliances, tools and other personal property now located at 4431 Fox Hollow Drive, #2, Eugene, Oregon.

6.2 The 1974 Mustang automobile.

6.3 All bank accounts standing in the name of Wife wherein Husband is not named as a joint owner.

6.4 All of Wife's jewelry, clothing and personal property and paraphernalia.

7. HUSBAND'S PERSONAL PROPERTY. Husband shall have as his sole and separate property, free and clear of any claims of Wife, all of the following-described personal property:

7.1 All furniture, furnishings, fixtures, appliances, tools and other personal property now located at 3895 Vine Maple, Eugene, Oregon.

7.2 The 1954 Morgan automobile.

7.3 All bank accounts standing in the name of Husband wherein Wife is not named as a joint owner.

7.4 All of Husband's jewelry, clothing and personal property and paraphernalia.

7.5 All of the interest in the promissory note from Jack Loy and any other personal property in Husband's possession.

8. LIFE INSURANCE. Husband is the owner and insured under a policy of life insurance on his life having an initial face value of \$40,000.00 with a decreasing term of fifteen (15) years.

8.1 Upon the effective date of this agreement, Husband shall forthwith cause Wife to be designated as irrevocable primary beneficiary of the proceeds of the policy during the life of the policy. The policy shall provide that beneficiary shall be given written notice of at least ten days before it may be cancelled.

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Wendy Joe Winetrout shall be named as the irrevocable contingent beneficiary of the policy.

8.2 During the time the beneficiaries are irrevocable, Husband shall be prohibited from exercising any of the incidents of ownership granted by such policy and shall execute forthwith a request to the insurance company to amend the policy by rider, supplement, endorsement or otherwise, to conform to the terms of this agreement.

8.3 Husband shall use his best effort to enable Wife to verify independently and have knowledge concerning the status of the premium payments for the policy and of the beneficiaries under the policy.

8.4 Husband agrees to pay all premiums as they become due or within the grace period provided therefor, and if not so paid, Wife may pay the same and require reimbursement from Husband. In the event the policy should lapse for nonpayment of premiums, Husband agrees properly to reinstate the policy upon the conditions set forth in the policy.

9. DEBTS AND LIABILITIES. Except as otherwise provided in this agreement, each party releases the other from any and all liabilities, debts or obligations, of every kind or character, heretofore or hereafter incurred, and from any and all claims and demands.

9.1 ~~that the undersigned hereby agree to hold each other harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by either party as a result of or in connection with the performance or non-performance of the duties and obligations of either party under this agreement, and to defend, indemnify and hold each other harmless from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by either party as a result of or in connection with the performance or non-performance of the duties and obligations of either party under this agreement.~~

Wife for the payments.

9.2 Husband shall pay all debts he has personally incurred. Wife shall pay all debts incurred by her. In the event the party responsible to pay a debt assumed in this paragraph does not pay it, the responsible party agrees to indemnify and hold harmless the other party.

10. INCOME TAX RETURNS. Wife shall have no liability and Husband agrees to indemnify and hold Wife harmless from any liability arising out of the joint income tax returns filed by the parties during their marriage.

11. ATTORNEYS' FEES AND COURT COSTS. Husband agrees to pay Wife's attorneys' fees of \$600 and court costs of \$14.65 incurred in the domestic relations suit which is pending.

12. EXECUTION OF FURTHER INSTRUMENTS. Each party hereby agrees, on demand, to execute any other or further instruments necessary or convenient to carry out the provisions of this agreement.

13. RELEASES OF RIGHTS. Except as otherwise provided in this agreement, each party hereby releases the other from any and all liabilities, debts or obligations, of every kind or character, heretofore or hereafter incurred, and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as Wife or as Husband. It is understood that this present agreement is intended to settle the rights of the parties hereto in all respects.

14. FULL DISCLOSURE. Husband hereby warrants to Wife that he has not incurred, and he hereby covenants that he will not incur, any liability or obligation on which she is, or may be

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liable (except as herein expressly set forth); and Husband hereby covenants and agrees that if any claim, action or proceeding shall hereafter be brought seeking to hold Wife liable on account of any debt, liability, act or omission of Husband, he will, at his sole expense, defend Wife against any such claim or demand (whether or not well founded) and that he will hold her free and harmless therefrom.

15. SUBSEQUENT ACQUISITIONS. Any and all property acquired by either of the parties to this agreement from and after the effective date of this agreement shall be the sole and separate property of the one acquiring it. Each of the parties waives any and all right in or to such future acquisitions and grants to the other all such future acquisitions of property as the sole and separate property of the one acquiring it.

16. INHERITANCE. Each party hereto waives any and all right to inherit the estate of the other at his or her death, or to take property from the other by devise or bequest (unless under a Will executed subsequent to the effective date hereof), or to claim any family allowance or probate homestead, or to act as administrator or administratrix of the estate of the other (except as the nominee of another person legally entitled to the right), or to act as executor or executrix under the Will of the other (unless under a Will executed subsequent to the effective date hereof.)

17. FAIR AND COMPLETE SETTLEMENT. Wife and Husband each acknowledge that the provisions of this agreement for the division of property are fair, adequate, and satisfactory to them, and are accepted by each of them with a full and complete understanding

that neither shall make any further claim or demand of any kind or nature on the other. Wife, therefore, accepts these provisions in full and final settlement and satisfaction of all claims and demands for alimony or for any other provision for support and maintenance, and fully discharges Husband from any and all such claims and demands.

18. REPRESENTATIONS. Wife and Husband have each entered into this agreement upon mature consideration and upon the advice of separate counsel, and it is expressly based upon the promise that neither party has any asset or other property except that which is described and distributed herein.

19. FINAL SETTLEMENT--WAIVER. It is specifically understood and agreed that the purpose of the parties hereto in entering into this agreement is to reach a final settlement of their rights and duties with respect to both property and support, and they intend each provision to be in consideration for each of the other provisions. They waive all rights arising out of the marital relationship except those expressly set out in this agreement.

20. READ AND UNDERSTOOD. Each party hereby stipulates with the other that he or she has read this agreement and is fully aware of the contents hereof and of its legal effect.

21. AGREEMENT BINDING ON SUCCESSORS. Each and every covenant and agreement herein contained shall inure to the benefit of, and shall be binding upon the heirs, legatees, devisees, assignees, personal representatives, and successors in interest of the parties hereto.

22. DOMESTIC RELATIONS SUIT. Should a decree be granted in a domestic relations suit, this agreement shall be considered full and complete settlement of all the property rights between the parties hereto and in such case neither party shall maintain any claim or demands whatsoever against the other in relation to the other's property for alimony, temporary support money, suit money or attorneys' fees and costs.

23. WAIVER OF BREACH. No waiver of any breach by either party of the terms of this agreement shall be deemed a waiver of any subsequent breach. No modification of this agreement shall be binding upon either of the parties unless reduced in writing and subscribed by both of the parties.

24. LITIGATION. If any suit, action, or other proceeding, or an appeal from a decision therein, is instituted to establish, obtain or enforce any right resulting from this agreement, the prevailing party shall be entitled to recover from the adverse party, in addition to costs and disbursements, such additional sum as the court, both trial and appellate, may adjudge reasonable as attorneys' fees therein so long as the prevailing party made a final offer of settlement at least equal to the modification granted by the court. The prevailing party is the party whose offer of settlement most nearly matches the order of the court.

25. EFFECTIVE DATE. This agreement shall become binding upon the parties and their respective legal representatives, successors and assigns, immediately following the granting of a decree entered in the domestic relations suit, provided that the

provisions of this agreement are approved by the Court. In the absence of the granting of a decree or the approval of the Court, the provisions of this agreement shall have no effect. This agreement shall be introduced into evidence in any hearing regarding a domestic relations suit and shall be incorporated in any decree entered in a domestic relations suit submitted to the Court.

26. In addition to the foregoing, Husband agrees to pay to Wife the sum of \$30.00 per week for a period of three years commencing October 1, 1977, in anticipation of counseling fees which may be incurred by Wife.

IN WITNESS WHEREOF, the parties have executed this agreement in triplicate the 23 day of September, 1977.

WIFE:

Linda Jo Winetrou
LINDA JO WINETROUT

James W. Korth
James W. Korth
Wife's Attorney

HUSBAND:

Clarence Arthur Winetrou III
CLARENCE ARTHUR WINETROUT III

Michael D. Lee
Husband's Attorney

EXHIBIT "A"

Lot 1, Block 1, SOUTH RIDGE, as platted and recorded in Book
60, Page 18, Lane County Oregon Plat Records, in Lane County,
Oregon.

PARCEL 1: The Northerly 60 feet and the Westerly 150 feet of the Southerly 85.44 feet of Lot E. Subdivision of Enterprise Tract No. 24, in the NW 1/4 of Section 3 Township 39 South, Range 9 East of the Willamette Meridian.

PARCEL 2: Starting at the Northwest corner of Section 3, T. 39 S. R. 9 E.W.M., Oregon, thence S 00° 00 1/2' East along the Westerly boundary of said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the center line of the Klamath Falls-Lakeview State Highway, also known as South Sixth Street, as the same is now located and constructed, said parallel line being also the Northerly right of way line of said Highway; thence South 55° 52 1/2' East along said right-of-way line 2192.4 feet, more or less, to an iron peg marking the Southwesterly corner of that certain tract of land conveyed to Swan Lake Moulding Company by deed dated May 16, 1968, and recorded in Volume M-68 at page 4736 of Klamath County Deed Records from which peg a cross chiseled in the concrete sidewalk bears South 34° 07 1/2' West 10.0 feet; thence North 34° 07 1/2' East at right angles to Sixth Street 150.0 feet to an iron peg and the true beginning point of this description; thence South 55° 52 1/2' East 73.52 feet to an iron peg in the East line of Enterprise Tract No. 33-A thence North 00° 21 1/2' East 132.36 feet along said East line to an iron peg; thence South 34° 07 1/2' West 109.92 feet to the place of beginning.

ALSO the following described real property:

The South half of TRACT D of RESUBDIVISION OF ENTERPRISE TRACT NO. 24, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

filed for record at request of Transamerica Title Company

this 17th day of October A. D. 1980 at 11:16 o'clock A. M., and

duly recorded in Vol. M-80, of Deeds on Page 20240

Fee \$63.00

Wm D. MILNE, County Clerk

By Jaqueline J. Mettler

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL DOCUMENT CONSISTING OF
16 PAGES, WHICH IS FILED IN
THIS OFFICE AND OF WHICH I AM THE
LEGAL CUSTODIAN.

DATED October 13, 1980
Circuit Court Administrator for
Lane County, Oregon

By Madeline Grigsby
Deputy

