

27878

Vol. 113 Page 15150

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

In the Matter of the Marriage of )

HELEN BARBARA GREEN, )

Case No. 15-83-01020

Petitioner, )

and )

EARL WILLIAM GREEN, )

Respondent. )

DECREE OF DISSOLUTION OF MARRIAGE

FILED

AT 9:45 O'CLOCK A.M.

AUG 22 1983

Court Administrator  
Circuit Court for Lane County OregonBY [Signature] DEPUTY

THIS MATTER came before the Court for trial on June 30, 1983, and continued thereafter on July 1 and 12, 1983. The Petitioner and the Respondent both appeared in person, and by and through their respective attorneys. The Court heard the testimony of the witnesses and the arguments of counsel and took the matter under advisement. The Court reconvened on July 13, 1983, and then being fully advised in the premises, gave its ruling as set forth below in the presence of counsel for both of the parties. The Court finds:

1. The Court has jurisdiction of the parties and of the subject matter;

2. There are four children of the marriage, namely:

DAVID EARL GREEN, born February 9, 1950

GARY IVAN GREEN, born May 1, 1952

SHELLEY ANNA GREEN, born December 11, 1953

CYNTHIA LYNN GREEN, born June 4, 1962

3. Irreconcilable differences between the parties have caused the irremediable breakdown of the marriage, and the marriage should be dissolved;

4. The Petitioner and the Respondent are the sole stockholders in Three G Developers, Inc. and EWG Development Co.

5. Respondent is the president of Three G Developers, Inc. and EWG Development Co.

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

1. The marriage of the parties is hereby declared to be dissolved and said dissolution is finally effective on the 22nd day of SEP, 1983.

2. Respondent shall pay to Petitioner the sum of \$400.00 per month as a contribution toward the care, maintenance and support of Petitioner for a period of five (5) years. The first

DECREE OF DISSOLUTION OF MARRIAGE -- 1

LUVAS, COBB, RICHARDS & FRASER, P.C.  
ATTORNEYS AT LAW  
777 HIGH STREET  
EUGENE, OREGON 97440  
P.O. BOX 10747  
484-1222

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1 payment shall be due on the 1st day of August, 1983, with a like  
2 payment due on the 1st day of each month thereafter. Respondent  
3 shall deposit said payments into a bank account to be established  
4 by Petitioner for that purpose.

5 3. Petitioner is awarded, as her sole and separate  
6 property, free and clear of any interest of the Respondent, the  
7 following:

8 A. Real property located at 365 West 27th Place,  
9 Eugene, Oregon, and described as follows:

10 Lot 2, Block 1, Willard Addition,  
11 as platted and recorded in Book 23,  
12 Page 23, Lane County Oregon Plat  
13 Records, in Lane County, Oregon;

14 subject to the trust deed thereon in favor of Pacific First  
15 Federal, which Petitioner shall pay.

16 B. 1970 Cadillac DeVille, Oregon license #DER 514.

17 C. All sums on deposit in Siuslaw Valley Bank  
18 checking account number 47-01473-4 in the name of Three G  
19 Developers, Inc., which Respondent shall immediately pay and  
20 deliver to the Petitioner.

21 D. All property in Petitioner's name alone, including  
22 cash, bank accounts, Estacada contract, Petitioner's Keogh  
23 Account and Petitioner's Volkswagen Rabbit automobile.

24 E. Real property located in Deschutes County, Oregon  
25 and known as Deschutes County Assessor's Number 210923-AO-03100,  
26 and described as follows:

27 Lot 5 in Block 1 of WILD RIVER PHASE I,  
28 Deschutes County, Oregon,

29 subject to unpaid real property taxes thereon, which Petitioner  
shall pay.

F. 1965 13.5' aluminum boat and motor, license  
number OR577JW, registered in the name of Earl W. Green.

G. Household furnishings, linens, utensils, appliances  
and all personal property located at the residence at 365 West  
27th Place.

H. The following personal property from the Crescent  
Lake summer home: gold chair, Petitioner's clothing and the  
cook books.

4. Respondent is awarded, as his sole and separate  
property, free and clear of any interest of the Petitioner, the  
following:

1 A. Stock in EWG Development Co. together with any  
2 interest the parties may have in the assets thereof, including the  
3 Bellingham Shopping Center lawsuit and the proceeds thereof, the  
4 Bear Creek Plaza Shopping Center contract and lawsuit and the  
5 proceeds thereof; the Contract Falls Shopping Center project and  
6 lawsuit and the proceeds thereof, including any right of redemp-  
7 tion; and the tools, equipment and trailer.

8 B. Stock in Three G Developers, Inc., together with any  
9 interest the parties may have in the assets thereof, except those  
10 specifically awarded to petitioner hereinabove, including, but  
11 not limited to, the Westside Joint Venture Notes (also known as  
12 "the Warehouse Contracts"), the guns, the 1982 Volkswagen pickup,  
13 and any interest said corporation may have in the real property  
14 described in paragraph C hereinbelow.

15 C. Any interest the parties, or either of them, may  
16 have in the summer home and all improvements situated on, together  
17 with the leasehold interests in, Lot 20, Tract SH-1, Crescent  
18 Lake Recreation Unit, Crescent Lake, Klamath County, Oregon.

19 D. Any interest the parties, or either of them, may  
20 have in the real property located at 37485 Riverside Drive,  
21 Pleasant Hill, Lane County, Oregon.

22 E. The real property (consisting of an undeveloped  
23 lot) located at Pleasant Hill, Lane County, Oregon, Lane County  
24 Department of Assessment and Taxation Account No. 572576.

25 F. Coos Bay (Don Cline) Shopping Center contract and  
26 lawsuit and any proceeds thereof.

27 G. Husband's life insurance policies.

28 H. Any interest the parties, or either of them, may  
29 still have in a 21 foot boat and the 15 foot boat.

30 I. Personal property in his possession and the personal  
31 property located at the Crescent Lake summer home, except those  
32 items specifically awarded to Petitioner herein.

33 5. Judgment is entered in favor of Petitioner and against  
34 the Respondent in the sum of \$10,000, with interest thereon at  
35 the rate of 15 percent per annum from April 1, 1980 until paid,  
36 and Respondent shall pay said judgment, together with all interest  
37 thereon, no later than two years from the date of this decree.  
38 Said judgment shall be, and is hereby declared to be, secured by,  
39 and a lien against, the summer home and all improvements situated  
40 on, together with the leasehold interest in, Lot 20, Tract SH-1,  
41 Crescent Lake Recreation Unit, Crescent Lake, Klamath County,  
42 Oregon.

43 6. Judgment is entered in favor of Petitioner and against  
44 the Respondent in the sum of \$ 5750.00 as a contribution  
45 toward the Petitioner's attorney fees and court costs incurred

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herein, with interest thereon at the legal rate from the date of this decree until paid.

7. The parties are ORDERED to cooperate in making or executing any conveyance, transfer or other documents which may be reasonably required to accomplish the intent of this decree, and shall do all things necessary to this end. If either party shall fail to comply with the terms of this paragraph, this decree shall constitute an actual grant, assignment, and conveyance to the respective parties of the real and personal property awarded to each party, and any security interest or lien created hereby; but this does not relieve or excuse either party from the obligation set forth in the first sentence of this paragraph.

8. Respondent shall hold harmless and indemnify Petitioner from any interest which may be asserted, at any time, by any person, corporation, or other entity, in the property awarded to Petitioner, including attorney fees and costs in connection therewith.

9. Respondent shall pay, indemnify and hold harmless Petitioner from any and all liability and expenses of any nature, whatsoever, arising from any activities of husband, wife, Three G Developers, Inc., EWG Development Company, or any other entity or partnership in which husband has had any interest of any nature whatsoever or has any interest of any nature whatsoever, including, but not limited to, the Klamath Falls Shopping Center contract and litigation, the Don Cline contract and litigation, the Bear Creek Plaza contract and litigation, and any and all judgments entered against husband, wife, or any of the other entities referred to hereinabove.

10. Respondent shall take all steps necessary to remove Petitioner as a party in that certain action pending in the United States District Court, Western District of Washington, at Seattle, entitled EWG Development Company, Plaintiff, v. Jack Kahn, Reta Kahn, Julian Berenstein, Sophie Berenstein, and Gary Del Guzzi, Defendants/Third Party Plaintiffs, v. Earl W. Green and Helen Green (Jane Doe Green), his wife, Third Party Defendants, Case No. C82 881, which is referred to herein as "the Bellingham law suit". Respondent shall pay, indemnify and hold harmless Petitioner from any and all liability and expense of any nature whatsoever, in connection with the Bellingham lawsuit and project, including attorney fees, costs, expenses, counterclaims and the like. In the event it is necessary for Petitioner to retain legal counsel to defend her in connection with the Bellingham lawsuit or project, Respondent shall pay, indemnify and hold harmless Petitioner from all attorney fees and costs in connection therewith.

11. Respondent shall pay, indemnify and hold harmless Petitioner from any liability of any nature whatsoever, for federal and state income taxes, interest and penalties due,

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or to become due, as a result of previous joint returns filed by the parties or by any corporation or partnership in which either or both of the parties have an interest or any corporation or partnership in which a corporation in which either or both of the parties are shareholders have an interest.

12. Respondent, Three G Developers, Inc. and EWG Development Co. are restrained and enjoined from selling, transferring, encumbering, concealing, or in any way disposing of any property, or any interest in property, real or personal, and from causing or permitting any interest in property, real or personal, to be sold, transferred, encumbered, concealed or in any way disposed of, including, but not limited to, any property in the name of Respondent, or in the name of Respondent together with any other person or persons, any stock or interest in, or assets in the name of Three G Developers, Inc. or EWG Development Co., or any other corporation, partnership or limited partnership in which Respondent has an interest or any property in which any of the following has any interest: Respondent, Three G Developers, Inc., EWG Development Co., or any corporation, partnership or limited partnership in which Respondent has an interest. This restraining order shall be fully effective until the Respondent has made and executed all conveyances, transfers and other documents reasonably required to accomplish the intent of this decree, and when Respondent has done so, Petitioner shall file a notice in the above-entitled matter confirming that Respondent has so complied. Thereafter Respondent and Three G Developers, Inc. shall be restrained and enjoined from selling, transferring, encumbering, concealing, or in any way disposing of any interest in the Crescent Lake summer home or the stock in Three G Developers, Inc., and from causing or permitting any interest in said property to be sold, transferred, encumbered, concealed or in any way disposed of until the judgment awarded to petitioner in paragraph 5, page 3 hereinabove has been fully satisfied of record.

13. Each of the parties is ordered to inform the clerk of this court, in writing, of any change in his or her home address as shown below within ten (10) days of any such change.

14. The relevant data of the parties is as follows:

HUSBAND:

Residence: 37485 Riverside  
Pleasant Hill, Oregon 97401

Social Security No.: 542-16-2145

Age: 60

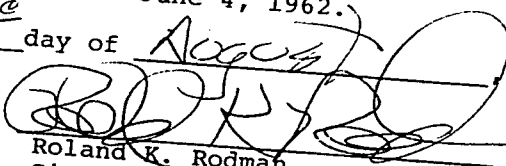
WIFE:

Residence: 365 W. 27th Place  
Eugene, Oregon 97405

15155

1 Social Security No.: 541-26-8951  
2 Age: 55  
3 Maiden Name: Ware  
4 MARRIAGE:  
5 Date: March 20, 1949  
6 Place: Klamath Falls, Oregon  
7 CHILDREN:

8 There are four children of the marriage, namely:  
9 DAVID EARL GREEN, born February 9, 1950  
10 GARY IVAN GREEN, born May 1, 1952  
11 SHELLEY ANNA GREEN, born December 11, 1953  
12 CYNTHIA LYNN GREEN, born June 4, 1962.

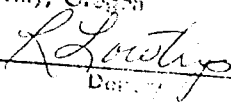
13 DATED this 22<sup>nd</sup> day of August, 1983.  
14   
15 Roland K. Rodman,  
16 Circuit Judge

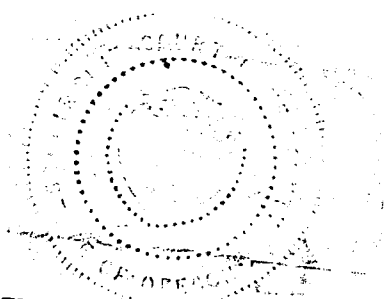
17 APPROVED AS TO FORM:

18 DWIGHT L. FAULHABER  
19 Attorney for Respondent

20 By:   
21 Dwight L. Faulhaber OSB #71058  
22

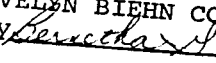
23 CERTIFIED TO BE A TRUE COPY OF THE  
24 ORIGINAL DOCUMENT CONSISTING OF  
25 6 PAGES, WHICH IS FILED IN  
26 THIS OFFICE AND OF WHICH I AM THE  
27 LEGAL CUSTODIAN.

28 DATED 8-23-83  
29 Circuit Court Administrator For  
Lane County, Oregon  
By:   
Deputy



STATE OF OREGON; COUNTY OF KLAMATH; ss  
I hereby certify that the within instrument was received and filed for  
record on the 7th day of September A.D., 1983 at 10:05 o'clock A M  
and duly recorded in Vol M83, of Deeds on page 15150

FEE \$ 24.00

EVELYN BIEHN COUNTY CLERK  
by  Deputy

*Return to:*  
LUVAS, COBB, RICHARDS & FRASER, P.C.  
ATTORNEYS AT LAW  
777 HIGH STREET  
P. O. BOX 10947  
EUGENE, OREGON 97440  
484-3232