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Vol. 178 Page 8747

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR DOUGLAS COUNTY

2 In the Matter of the Marriage of )

3 JOAN E. MASON, )

4 Petitioner, )

5 and )

6 RONALD R. MASON, )

7 Respondent. )

Case No. D86-0218

DECREE OF DISSOLUTION  
OF MARRIAGEFILED  
AT 3:40 O'CLOCK P M

APR 23 1986

TRIAL COURT ADMINISTRATOR  
SHEILA BRYANT

8 This matter coming on regularly for  
9 hearing and neither Petitioner nor Respondent  
10 appearing, and Petitioner having filed a Motion  
11 for a Decree of Dissolution Without Hearing, with  
12 Supporting Affidavit, and Respondent having been  
13 served with the Amended Petition for Dissolution  
of Marriage on January 31, 1986, and Respondent  
having consented to this matter proceeding as if  
by default in conformance with this Decree, prior to  
30-day period, and an Order waiving the 90-day waiting  
period having been entered herein;

14 THE COURT FINDING that irreconcilable differences exist  
15 between the parties making continuation of the marriage relation-  
16 ship impossible and that the parties were married on June 2, 1973  
at Las Vegas, Nevada and there being one minor child of the parties,  
namely Melinda M. Mason, born January 12, 1970, who holds social  
security number 542-04-2184;

17 IT APPEARING to the Court that Petitioner Joan E. Mason  
18 is 47 years of age, her address is Rt. 2, Box 83-G, Yoncalla, Oregon  
97499 and that she holds social security number 547-50-8738; that  
19 Respondent Ronald R. Mason is 53 years of age, his mailing address  
is P.O. Drawer A, Yoncalla, Oregon 97499 and that he holds social  
20 security number 319-24-5437, and that Petitioner and Respondent  
21 are now and had been residents of Oregon continuously for six months  
preceeding the filing of Petition for Dissolution of Marriage herein;

22 IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED:

23 1. The marriage of the parties is hereby dissolved and  
24 said dissolution is finally effective on the 24th day of May  
1986, or if appeal is taken, then upon determination on appeal  
25 whichever is later, without further action of either party.

26 2. If either party shall die before said date, the marriage  
shall terminate immediately before such death unless an appeal is

Page 1 - DECREE OF DISSOLUTION OF MARRIAGE

Ret.  
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1 pending; upon such death (if an appeal is pending) the estate  
2 of decedent shall be the nominal party, and the Appellate Court  
3 shall have the power to determine filing all matters presented  
4 on such appeal.

5 3. Neither party is entitled to cohabit with the other from  
6 the date hereof.

7 4. The decree may be vacated within thirty days from this  
8 date or during an appeal, upon joint motion of the parties.

9 5. Petitioner is hereby awarded the care, custody and  
10 control of the parties' minor child subject to Respondent's right  
11 of reasonable visitation.

12 6. Respondent shall pay to Petitioner the sum of \$225.00  
13 per month as his contribution to the parties' minor child's support.  
14 Petitioner herein requests the collection, accounting, disbursement  
15 and enforcement services provided by the Department of Human Resources  
16 and Respondent shall make payments through the Department of Human  
17 Resources payable to the Department of Human Resources, Support  
18 Management Unit, P.O. Box 14506, Salem, Oregon 97309. Said support  
19 shall continue so long as the child is under 21 years of age and  
20 a child attending school as those terms are defined in ORS 107.108.  
21 Respondent is required to provide medical insurance for the parties'  
22 child until she is 21 and to pay all uninsured medical, dental,  
23 orthodontal, and optical expenses for the child. Respondent is  
24 allowed to claim the parties' child, Melinda, as his federal and  
25 state income tax exemption pursuant to the United States Internal  
26 Revenue Code.

27 7. Respondent shall pay the premium on Petitioner's medi-  
28 cal insurance until the parties' daughter, Melinda, is 21 years of  
29 age.

30 8. Respondent shall pay to Petitioner the sum of \$662.00  
31 as reimbursement for her attorney fees and costs pursuant to  
32 ORCP 68 and ORS 107.105(1)(i).

33 9. Each party shall be awarded his or her own clothing  
34 and personal effects. Petitioner shall be awarded the clothing  
35 and personal effects of the parties' minor child.

36 10. Each party shall be awarded the furniture, fixtures,  
37 appliances and household effects currently in his or her own pos-  
38 session free and clear of any claim of the other.

39 11. Each party is awarded his or her own IRA account with  
40 First Interstate New York Life, free and clear of all claims of  
41 the other.

12. Each party is awarded his or her own bank account, free and clear of all claims of the other party. The parties' joint checking account at First Interstate Bank of Oregon, Cottage Grove Branch, Account No. 004670, shall be closed and any proceeds equally divided between the parties.

13. Respondent is hereby required to convey to Petitioner the 1983 Olds Firesta, Oregon license No. LUQ 742 which is currently owned by the parties' corporation, Oregon Fourslide Products, Inc. Respondent is required to pay the encumbrance on said vehicle so that Petitioner receives it free and clear of any encumbrances, liens or loans thereon.

14. Petitioner is hereby awarded the following property of the parties, free and clear of any claim of Respondent:

a. Cabin and lease on real property located at Odell Lake, Oregon more particularly described in Exhibit "A-1" attached hereto and by this reference made a part hereof. Petitioner is awarded said property free and clear of any claim of Respondent and is required to pay the encumbrance thereon and hold Respondent harmless therefrom.

b. The parties' ranch in Yoncalla, Oregon more particularly described in Exhibit "A-2" attached hereto and by this reference made a part hereof. Petitioner is awarded said property free and clear of all claim of Respondent and subject to any encumbrance thereon. She shall hold Respondent harmless from any encumbrance thereon.

c. Forty shares of stock in the parties' company, Oregon Fourslide Products Co./Oregon Fourslide Products, Inc., including the Arizona company, free and clear of any claim of Respondent. Respondent is required to have the corporation redeem these shares of stock from Petitioner for the sum of \$40,000.00. Said amount shall be paid by the corporation to Petitioner in monthly installments of not less than \$1,864.32 each, beginning March 15, 1986. Monthly installments shall be due on or before the 15th day of each and every month thereafter. The balance due Petitioner shall bear interest at 11 percent per annum. The balance shall be secured by a security interest in the corporation's building.

d. Mobile home located on property described in Exhibit "A-2" attached, more particularly described as:

1973 Westo, X No. 86174, vehicle identification No. 7H031113S2103

15. Respondent is awarded the following property of the parties free and clear of any claim of Petitioner:

a. 160 shares of stock in the parties' company Oregon Fourslide Products Co./Oregon Fourslide Products, Inc. including the Arizona Company.

b. Real property located in Yoncalla, Oregon more particularly described in Exhibit "B-1" attached hereto and by this reference made a part hereof. He is awarded said property free and clear of all claims of Petitioner.

c. Real property located in Yoncalla, Oregon more particularly described in Exhibit "B-2" attached hereto and by this reference made a part hereof. He is awarded said property free and clear of all claims of Petitioner and shall assume any liens or encumbrances thereon and hold Petitioner harmless therefrom.

d. Mobile home located on the property described in Exhibit "B-1" and more particularly described as follows:

1974 Kirkwood, X No. 106200, vehicle identification No. 11805812

e. Pontiac Bonneville, Oregon license No. GJA 070.

16. Petitioner is hereby required to convey all of her interest in the parties' Arizona property to Respondent. Said property is located at 585 South Meridian, Apache Junction, Arizona 85220. Respondent is required to assume and pay any encumbrances or liens thereon and hold Petitioner harmless therefrom.

17. Petitioner is also required to convey all of her interest in the parties' cemetery lot in Arizona to Respondent. Respondent is required to assume and pay any liens or encumbrances on said cemetery lot and hold Petitioner harmless therefrom.

18. Each of the parties is required to pay his or her debts incurred since the date of separation, January 2, 1986, and hold the other harmless therefrom.

DATED this 23rd day of April, 1986.

RONALD POOLE

Circuit Judge

STATE OF OREGON

COUNTY OF DOUGLAS

I Certify that the foregoing has been compared by me with the original in the records of the Douglas County Circuit Court, State of Oregon and that it is a full and correct transcript thereof.

Dated this 23rd day of April, 1986

Roseburg, Oregon

1st Deputy Attorney General  
LUCKY KENNEDY WOLKE

By MARY S. HOLLACZEK

SUITE 200, 1000 N. GARDEN

POST OFFICE BOX 1608

ROSEBURG, OREGON 97470

TELEPHONE (503) 672-5544

Submitted by:  
Karen G. Mays, OSB #79313  
Attorney for Petitioner  
P.O. Box 1608  
Roseburg, OR 97470

EXHIBIT "A-1"

PURCHASE MONEY SECURITY AGREEMENT  
(Without service charge)

8751

Buyer's Name: RONALD R. & JOAN E. MASON  
Rt. 2, Box 83G  
Yoncalla, OR 97499  
(Buyer's residence or other address specified by him)Dated: Apr. 6, 1984  
Seller's Name: MARY LIL CHRISTIE  
1272 Villa 89  
Clovis, CA 93612  
(Seller's place of business)

1. The above named buyer, and if more than one, then all buyers jointly and severally, (hereinafter sometimes called the debtor) hereby purchases from the above named seller, and seller sells to the buyer the following described goods:

1 House located on Lot 22, Tract G-1, Odell Lake Recreation Unit, Klamath County, O R

together with all accessories, additions, replacements, parts and accessories now or hereafter affixed to or used in connection therewith (all herein collectively called "collateral"), at and for the sum of \$ 34,000.00 which buyer promises to pay to seller's order at the following times: \$ 5,000.00 on the signing hereof (receipt of which hereby is acknowledged by seller) and the balance in monthly installments of not less than \$ 783.51\* each, payable on the 1st day of each month hereafter beginning with the month of May, 1984, and continuing until said sum together with the interest next mentioned is fully paid; all deferred payments shall bear interest at the rate of 8 % per annum from date hereof until paid; interest payable monthly and is included in the minimum monthly payments above required. (\* Strike phrase not applicable.)

\*PLUS a balloon payment of \$4,000.00 on or before July 15, 1984

All or any part of said price may be paid in advance at any time. If any payment is not paid when due and such default continues for a period of 10 days or longer, seller shall be entitled to collect, and buyer agrees to pay, in addition to the foregoing, seller's reasonable collection costs, including attorney's fees. To secure buyer's performance hereof buyer grants to seller a security interest in said collateral and in all thereof.

2. The buyer hereby warrants and covenants that:

2.1 The collateral is bought or used primarily for buyer's ☒ personal, family or household purposes, ☐ farming operations, ☐ business.

2.2 At all times the collateral will be kept at

business in Oregon is located at the place shown at the beginning of this agreement.

2.3 If the collateral is or is to become attached to real estate, a description of the real estate is:

See Above

(No. and Street) (City or Town) (County)  
Oregon, and shall not be removed from said location, in whole or in part, until such time as seller's written consent thereto shall have been obtained.

2.3 If the collateral is bought or used primarily for business use, the buyer's principal place of business in Oregon is that shown at the beginning of this agreement; buyer also has places of business in the following other Oregon counties:

\_\_\_\_\_ If buyer has no place of business in Oregon but resides therein, the county in which buyer resides is \_\_\_\_\_ County in said state.

2.4 If buyer is a corporation, it was organized under the laws of the State of \_\_\_\_\_, its principal office and place of business is located at \_\_\_\_\_ and its principal office and place of

3. Special Terms And Conditions:

in \_\_\_\_\_ County, Oregon, and buyer will on demand furnish the seller with disclosures or subordination agreements in form acceptable to the seller, signed by all persons whose interests are or may be prior to the seller's interest.

Buyer is to pay personal property tax assessed against the house

With reference to the above described goods, there are no warranties of merchantability, express or implied, and none as to their fitness for any purpose except as may be agreed upon between the parties in a writing of even date. This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. The buyer acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the buyer and the seller have executed this agreement in duplicate.

Mary Lil Christie  
By \_\_\_\_\_ (Seller)

Joan E. Mason  
Ronald R. Mason By Joan E. Mason

(Signature of Buyer)

Beginning at a point that bears S 37° 08' 47" W a distance of 473.00 feet from the Northeast corner of Section 1, Township 23 South, Range 5 West, Willamette Meridian, said point being on the Northwesterly right-of-way of the Yoncalla-Elkhead County Road No. 7; thence N 04° 51' 57" W a distance of 1475.81 feet to a fence corner described in a boundary line agreement recorded in Book 538, Book of Records, Douglas County, Oregon, Recorders No. 74-1090; thence N 89° 46' 44" W following said boundary line agreement a distance of 607.1 feet; thence leaving said boundary line, South a distance of 31 feet, more or less, to the center of a roadway; thence following the center of said roadway S 61° 21' 10" E a distance of 98.3 feet; thence S 47° 32' 37" E a distance of 178.3 feet; thence S 25° 37' 07" E a distance of 82.8 feet; thence S 03° 22' 13" E a distance of 92.2 feet; thence S 18° 42' 47" W a distance of 66.2 feet; thence S 03° 08' 34" E a distance of 80.2 feet; thence S 13° 45' 34" E a distance of 88.0 feet; thence S 07° 53' 14" W a distance of 94.1 feet; thence S 03° 53' 44" W a distance of 85.8 feet; thence S 07° 25' 46" E a distance of 138.3 feet; thence S 20° 22' 19" E a distance of 133.1 feet; thence S 08° 50' 28" E a distance of 75.7 feet; thence S 07° 29' 05" W a distance of 120.4 feet; thence S 17° 59' 53" W a distance of 122.4 feet; thence S 05° 02' 50" W a distance of 90.5 feet; thence S 17° 04' 47" W a distance of 66.1 feet; thence S 11° 39' 17" W a distance of 52.1 feet; thence S 37° 46' 58" E a distance of 22.2 feet to a fence line; thence leaving said roadway and following said fence S 29° 05' 42" W a distance of 71.6 feet; thence S 58° 45' 13" E a distance of 220.5 feet to the Northwesterly right-of-way of the Yoncalla-Elkhead County Road No. 7; thence Northeasterly along said Northerly right-of-way a distance of 432 feet, more or less, to the Point of Beginning containing 16.2 acres, more or less, all in Douglas County, Oregon.

ALSO: Beginning at the North Standard corner of Section 1, Township 23 South, Range 5 West, Willamette Meridian, and Section 6, Township 23 South, Range 4 West, Willamette Meridian, Douglas County, Oregon, which bears N 37° 08' 47" E a distance of 473.00 feet from a right-of-way pin on the Northerly right-of-way line of the Yoncalla-Elkhead County Road No. 7, thence N 04° 33' 30" E a distance of 789.95 feet to the TRUE POINT OF BEGINNING, thence N 07° 17' 27" E a distance of 593 feet more or less to a fence line described in a boundary line agreement recorded in Book 538, Book of Records, Douglas County, Oregon, Recorders No. 74-1090; thence following said agreement line N 89° 52' 14" E a distance of 1,223.70 feet to the Westerly right-of-way line of the Yoncalla-Elkhead County Road No. 7; and the terminus of said agreement line; thence Southwesterly along said right-of-way a distance of 848 feet to a point that bears S 84° 45' 33" E of the TRUE POINT OF BEGINNING, thence N 84° 45' 33" W a distance of 783 feet, more or less, to the TRUE POINT OF BEGINNING, containing 15.0 acres.

Page

LUOMA, KELLEY, WOLKE,  
MAYS & POLLACZEK  
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ROSCBURG, OREGON 97470  
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1 ALSO:

2 BEGINNING at a right-of-way pin on the northerly right-of-way  
3 line of the Yoncalla-Elkhead County Road No. 7 which bears S.  
4 37° 08' 47" W. 473.00 feet from the North standard corner  
5 of Section 1, Township 23 South, Range 5 West, Willamette  
6 Meridian, and Section 6, Township 23 South, Range 4 West,  
7 Willamette Meridian, Douglas County, Oregon; thence N. 4°  
8 52' W. 1476 feet to a fence corner, said corner being  
9 the interior angle corner of the boundary line agreement as  
10 described in Book 538, Book of Records, Douglas County,  
Oregon, Recorder's No. 74-1090; thence N. 0° 04' 44"  
E. along said agreement line 286.29 feet to the northerly  
exterior angle corner of said agreement line; thence N.  
89° 52' 14" E., along said agreement line 1773.61 feet  
to the westerly right-of-way line of the Yoncalla-Elkhead  
County Road No. 7; and the terminus of the said agreement  
line; thence southwesterly along said right-of-way line  
2420 feet more or less to the point of beginning.

11 Located in Section 1, Township 23 South, Range 5 West,  
12 Willamette Meridian; Section 6, Township 23 South, Range  
13 4 West, Willamette Meridian, Section 31, Township 22  
14 South, Range 4 West, Willamette Meridian; and Section 36,  
Township 22 South, Range 5 West, Willamette Meridian,  
Douglas County, Oregon.

15 excepting therefrom, however, the following described real property:

16 BEGINNING at the North Standard corner of Section 1,  
17 Township 23 South, Range 5 West, Willamette Meridian,  
18 and Section 6, Township 23 South, Range 4 West, Willamette  
19 Meridian, Douglas County, Oregon, which bears N 37° 08' 47"  
20 E a distance of 473.00 feet from a right-of-way pin on the  
21 northerly right-of-way line of the Yoncalla-Elkhead County  
Road No. 7; thence N 04° 33' 30" E. a distance 789.95 feet.  
to the true point of beginning; thence N. 07° 17' 27" E. a  
distance of 598 feet, more or less, to a fence line  
described in a boundary line agreement recorded  
in Book 538, book of records, Douglas County

## EXHIBIT "B-1"

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Lot two (2), Block four (4), North Yoncalla Addition  
to Yoncalla, Douglas County, Oregon.



## EXHIBIT "B-2"

1 BEGINNING at a point 22.15 chains East and 29.18 chains South of  
 2 the quarter section corner between Sections 33 and 34, Township 22  
 3 South, Range 5 West, W.M., Douglas County, Oregon; thence South  
 4 18.17 chains; thence North 12-1/2° West 18.07 chains; thence East  
 5 12° 46' North 3.99 chains to the point of beginning.  
 6 ALSO BEGINNING at a point 31.01 chains North 89-1/2° East and  
 7 60/100 chains North of the Southwest corner of the Charles Applegate  
 8 D. L. C. No. 48 being a point also 50.76 chains South and 21.97  
 9 chains East of the quarter section corner between Sections 33 and 34;  
 10 thence North 20.40 chains to the South line of McGrady W. Daugherty's  
 11 land; thence North 89-1/2° East, 5 chains to a point from which an ash  
 12 tree 5 inches in diameter bears South 12° West 187 links distant,  
 13 and marked S. B. T.; and ash 5 inches in diameter bears West 193 links  
 14 distant marked S. B. T.; thence South 20.40 chains to a point from  
 15 which a white oak 30 inches in diameter bears North 62-1/2° East,  
 16 193 links distant, marked S. B. T.; thence South 89-1/2° West 5  
 17 chains to the place of beginning, all lying in Township 22 and 23  
 18 of Range 5 West of the W. M., Douglas County, Oregon.  
 19 ALSO BEGINNING at a point 31.01 chains North 89-1/2° East and 21  
 20 chains North of the Southwest corner of Chas. Applegate D. L. C.,  
 21 being the Southwest corner of McGrady W. Daugherty's land; thence  
 22 North 5 chains; thence North 89-1/2° East 5 chains; thence South 5  
 23 chains; thence South 89-1/2° West 5 chains to the place of beginning,  
 24 all lying in Section 34, Township 22 South of Range 5 West of the  
 25 W. M., Douglas County, Oregon.  
 26 ALSO all of the following described property lying westerly of the  
 centerline of Yoncalla Creek: BEGINNING at a point 40 feet North  
 and 5 chains South 89° 30' West of the Northwest corner of the  
 Lindsey Applegate D. L. C., being Claim No. 42 in Township 23 South,  
 Range 5 West of the W. M., Running thence North 20.40 chains  
 to the South boundary of Elmer Daugherty's land; thence South 89° 30'  
 West 15.40 chains; thence South 20.40 chains; thence North 89° 30'  
 East 15.40 chains to the place of beginning, all lying in Section 34,  
 Township 22 and Section 3 in Township 23 South of Range 5 West of the  
 W. M., in Douglas County, Oregon.  
 EXCEPTING THEREFROM any portion lying within the Southern Pacific  
 Railroad right of way.  
 TOGETHER WITH APPURTENANT EASEMENT AS SHOWN IN RECORDER'S No. 78-6229.

SUBJECT TO:  
 1. ROADS AND HIGHWAYS and the rights of the public therein.  
 2. EASEMENTS, TERMS, PROVISIONS AND COVENANTS as more particularly  
 set forth and contained in Deed from Roy Dodd, et ux, to City of  
 Yoncalla, recorded in Book 384, records of Douglas County, Oregon,  
 Recorder's No. 67-248.  
 3. Terms and Provisions of those certain Reservations and Easements  
 as set forth in Instrument from Max Dodd and Eva Dodd, husband and  
 wife, to CITY OF YONCALLA, recorded April 5, 1904, in Book 671,  
 Page 362, records of Douglas County, Oregon, Recorder's No. 78-6229

Page EXHIBIT "B-2"

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ 21st day  
 of \_\_\_\_\_ May \_\_\_\_\_ A.D. 19 \_\_\_\_\_ 86 at \_\_\_\_\_ 12:19 o'clock \_\_\_\_\_ P. M., and duly recorded in Vol. \_\_\_\_\_ M86  
 of \_\_\_\_\_ Misc. \_\_\_\_\_ on Page \_\_\_\_\_ 8747  
 By Evelyn Blehn, \_\_\_\_\_ County Clerk

FEE \$37.00