

68096

QUITCLAIM DEED

Vol. MS80 Page 20546

KNOW ALL MEN BY THESE PRESENTS, That NANCY J. BOUVIER

for the consideration hereinafter stated, does hereby remise, release and quitclaim unto hereinafter called grantor.

RAYMOND M. BOUVIER

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Klamath State of Oregon, described as follows, to-wit:

Lot 5, Block 3, Cresdell Acres, 1st addition, Klamath County, Oregon

Subject to the terms and conditions of a Marital Settlement Agreement entered into between the parties, a copy of which is attached hereto and by this reference made a part hereof.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of 19 ; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Nancy Bouvier

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Washington ss.

October 6, 1986

Personally appeared the above named Nancy Bouvier

STATE OF OREGON, County of ss.

Personally appeared and who, being duly sworn,

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be voluntary act and deed.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon My commission expires: APRIL 25, 1987

Notary Public for Oregon My commission expires:

(SEAL)

Nancy J. Bouvier 4200 S.W. 107th, #3401 Beaverton, Oregon 97005

Raymond M. Bouvier 3930 S.W. 99th Portland, Oregon 97225

After recording return to: Raymond M. Bouvier 3930 S.W. 99th Portland, Oregon 97225

Until a change is requested all tax statements shall be sent to the following address: Raymond M. Bouvier 3930 S.W. 99th Portland, Oregon 97225

STATE OF OREGON,

County of ss. I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No.

Record of Deeds of said county. Witness my hand and seal of County affixed.

By Deputy

SPACE RESERVED FOR RECORDER'S USE

OK 38 62

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

In the Matter of the Marriage of:)

NANCY J. BOUVIER,
Petitioner,

vs.

RAYMOND M. BOUVIER,
Respondent.

No. 086-0234

MARITAL SETTLEMENT AGREEMENT

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT between Raymond M. Bouvier, hereinafter "husband",
NANCY J. Bouvier, hereinafter "wife".

A. The parties were married in Eugene, Oregon on the 11th day
of August, 1962, and ever since have been and now are husband and
wife.

B. There have been three children born as issue of this marriage,
namely, Raymond M. Bouvier, Jr. born August 17, 1963, John E. Bouvier,
born October 8, 1964, and Jeanette R. Bouvier born October 16, 1968.
The parties have no other issue, living or deceased, and wife is
not now pregnant.

C. Irreconcilable differences have arisen between the parties
which has caused the irremediable breakdown of the marriage and the
parties have separated.

D. Wife intends to file a domestic relations suit in the Circuit
Court of the State of Oregon for Washington County.

E. The parties desire by this agreement to voluntarily and

MARITAL SETTLEMENT AGREEMENT

1 fairly settle and adjust between themselves their respective property
2 rights, the custody of their remaining unemancipated child, and her
3 support, subject only to final decree of the Court.

4 AGREEMENTS:

5 1. CHILD CUSTODY AND VISITATION. Subject to the order of any
6 Court of competent jurisdiction, wife shall have custody of the re-
7 maining minor child of the parties, Jeanette R. Bouvier, subject to
8 husband's right of reasonable visitation.

9 2. CHILD SUPPORT. Husband shall pay to wife the sum of
10 \$200.00 per month child support, together with any processing fees
11 which may be charged, for the support of the minor child, payable
12 on the first day of each month, until the child reaches the age of
13 18, or sooner marries or is otherwise emancipated, and thereafter
14 so long as the child is a "child attending school" as defined in
15 ORS 107.108(4).

16 3. WIFE'S PROPERTY. Wife shall have as her sole and separate
17 property:

18 a. The beach lot described as, Lot 13 in Block 2 of
19 Surside Estates Division 10, Pacific County, Washington.

20 b. The Salem rental property described as, Lot 11,
21 Block 1, HAYESVILLE ESTATES, Marion County, Oregon subject
22 to the mortgage in the approximate sum of \$26,000.00, which
23 wife shall pay and hold husband harmless therefrom.

24 c. The 1985 Toyota Tercell subject to the indebtedness
25 thereon in the approximate sum of \$7,500.00, which wife shall
26 pay and hold husband harmless therefrom.

1 d. Her individual retirement accounts.

2 e. All household goods, furniture, and other personal
3 property currently in her possession.

4 4. HUSBAND'S PROPERTY. Husband shall have as his sole and
5 separate property:

6 a. The real property described as, Lot 5, Block 3, Cres-
7 dell Acres, 1st addition, Klamath County, Oregon.

8 b. The 1984 Toyota Van, subject to the approximate
9 \$3,000.00 indebtedness thereon, which husband shall pay and
10 hold wife harmless therefrom.

11 c. The 1974 Hornet

12 d. The 1969 Ford.

13 e. His individual retirement accounts.

14 f. The Meridian Oil stock.

15 g. Household goods, furniture and other personal property
16 currently in his possession.

17 5. OTHER PROPERTY AND DEBTS.

18 a. The parties own real property described as, Lot 30,
19 Westview No. 1, Washington County, Oregon subject to a mortgage
20 thereon. The parties agree to list the house for sale and
21 use their best efforts to sell it. The net proceeds from the
22 sale will be equally divided between the parties after deduct-
23 ing the real estate commission, the closing costs and other
24 necessary sales expenses together with the family debts herein
25 after mentioned. Husband shall have the right to occupy said
26 real property until it is sold. Husband shall make all mort-

1 gage payments and other regular monthly payments. Should the
2 property require major repair, the parties agree to split the
3 cost thereof.

4 b. The parties are indebted to Harvey Mudd College in the
5 sum of \$5,500.00 payable at \$125.00 per quarter and to the
6 Postal Employees Credit Union in the sum of \$6,000.00 payable
7 at \$178.00 per month. The parties agree to each pay one-half
8 of the required payments on these debts until the house is
9 sold. At that time the entire unpaid balances shall be paid
10 from the house proceeds.

11 6. MUTUAL DEBTS. The parties may remain mutually obligated
12 for various debts secured by property awarded husband or wife in-
13 cluding the Washington County property, the Salem rental property,
14 the 1985 Toyota Tercell and the 1984 Van. In the event that hus-
15 band or wife should be in default on debt payments for more than
16 60 days and foreclosure or repossession of the property is imminent,
17 the other party is to be immediately advised and may take over pay-
18 ments on the property. In that event, the property shall auto-
19 matically revert to the party taking over the payments and the de-
20 faulting party shall relinquish his or her claim to that secured
21 property.

22 7. INCOME TAXES. The parties shall prepare and file joint
23 1985 Oregon and Federal income tax returns and shall divide any
24 refund of 1985 taxes in an equitable manner.

25 8. SPOUSAL SUPPORT. Each party waives any support or inher-
26 itance rights that party might have against the other party.

Page 4 - MARITAL SETTLEMENT AGREEMENT

1 9. RIGHT TO CONTEST. Nothing herein contained shall limit
2 the right of either party to contest any domestic relations suit
3 between them or to file a countersuit against the other party, but
4 at any hearing on such suit, this agreement shall be considered a
5 full and complete settlement of all property rights between the
6 parties and in such case neither party shall maintain any claim
7 or demand whatsoever against the other for property, support, suit
8 money or attorneys fees not provided for in this agreement.

9 10. ATTORNEY FEES AND COSTS. Each party shall be responsible
10 for their own attorneys fees and court costs incurred in any domestic
11 relations action.

12 11. RELEASE OF RIGHTS. The parties acknowledge that the pro-
13 visions of this agreement are fair, adequate and satisfactory.
14 Except as otherwise provided herein, each party does hereby release
15 the other from any liabilities, debts or obligations of every kind
16 and character heretofore incurred and from any and all claims and
17 demands, including all claims of either party upon the other for
18 support and maintenance as wife or husband, it being understood
19 that this agreement is intended to settle the rights of the parties
20 in all respects.

21 12. FULL DISCLOSURE. The parties have each entered into this
22 agreement upon mature consideration, and it is expressly based
23 upon the promise that neither party has any asset or other property
24 except that which is described or distributed herein. Each party
25 hereby warrants to the other that neither has incurred any liability
26 or obligation on which the other is or may be liable except as

1 expressly set forth herein.

2 13. BINDING ON SUCCESSORS. Each and every provision herein
3 shall inure to the benefit of, and shall be binding upon, the heirs,
4 assigns, personal representatives and all other successors in interest
5 of the parties.

6 14. INCORPORATION INTO DECREE. Each party shall, at any hearing
7 on any domestic relations suit between them, ask the Court to approve,
8 ratify and confirm this agreement, to incorporate it in any decree
9 entered therein and to require each party to comply with all the
10 terms thereof.

11 15. NECESSARY DOCUMENTS. Each party shall execute and deliver
12 to the other party any documents that may be reasonably required
13 to accomplish the intention of this instrument, and shall do all
14 things necessary to this end. If either party shall fail to comply
15 with the provisions of this paragraph, this agreement shall constitute
16 an actual grant, assignment, and conveyance of property and rights
17 in such a manner, and with such force and effect, as shall be necessary
18 of effectuate the terms of this agreement.

19 16. WAIVER OF BREACH. No waiver of any breach by either party
20 of the terms of this agreement shall be deemed a waiver of any
21 subsequent breach. No modification of this agreement shall be
22 binding upon either of the parties unless reduced to writing and
23 subscribed by both of the parties or ordered by the Court.

24 17. LITIGATION. If any suit (except for the pending domestic
25 relation suit), action or other proceeding or appeal from a decision
26 therein is instituted to establish, obtain or enforce any right

1 resulting from this agreement, the prevailing party shall be entitled
2 to recover from the other party, in addition to costs and disbursements,
3 such additional sums as the court may adjudge reasonable as attorney
4 fees, both in the trial and appellate court.

5 18. EFFECTIVE DATE. This agreement shall become binding upon
6 the parties immediately upon the granting of a decree in a domestic
7 relations suit, provided that the provisions of this agreement are
8 approved by the court. In the absence of the granting of a decree
9 or the approval of the court, the provisions of this agreement shall
10 have no effect.

11 19. LEGAL REPRESENTATION. Husband realizes that the law firm
12 of Peterson & Peterson, P.C. represents the wife and has prepared
13 this agreement. Husband acknowledges that he has had the opportunity
14 to and has sought independent legal advice concerning this agreement.

15 20. PARAGRAPH HEADINGS. The headings of particular paragraphs
16 are inserted only for convenience, and are not a part of this agree-
17 ment or a limitation of the scope of the particular paragraph to
18 which each refers.

19
20 Raymond M. Bouvier
21 RAYMOND M. BOUVIER

DATE 1-27-86

22
23 Nancy J. Bouvier
24 NANCY J. BOUVIER

DATE 1-17-86

25
26
Page 7 - MARITAL SETTLEMENT AGREEMENT

PETERSON & PETERSON, P.C.
Attorneys at Law
1000 S. W. Third Avenue
Portland, Oregon 97204

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ November _____ A.D., 19 86 at 9:00 o'clock A M., and duly recorded in Vol. M86
_____ Deeds _____ on Page 20546

FEE \$38.00

By Evelyn Biehn, _____ County Clerk
[Signature]