

FILED
CIRCUIT/DISTRICT
COURT

1987 JAN 23 AM 8:44

LEGISLATIVE
OREGON

71582

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF DESCHUTESIn the Matter of the Dissolution)
of Marriage of)

DONOVAN E. KENDALL, JR.)

Petitioner,)

and)

MICHELLE M. KENDALL,)

Respondent.)

Case No. 86-DO-155-WC

DECREE OF DISSOLUTION
OF MARRIAGE AND
JUDGMENT

It appearing that the petition in the above cause was properly filed and that the Respondent was duly served, and the parties have executed a Property Settlement Agreement which has been presented to the Court, and based upon the foregoing and the affidavit of Petitioner,

THE COURT FINDS that it has jurisdiction herein, and further finds that irreconcilable differences have caused the irremediable breakdown of the marriage relationship entered into on June 1, 1968.

NOW THEREFORE, IT IS HEREBY DECREED the marriage between the parties shall be dissolved effective upon the 22 day of February, 1987, which is thirty (30) days from the date of the signing of this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. Respondent is awarded custody of the minor children of the parties, namely JOSHUA RUBEN KENDALL, born June 26, 1972 and CAMERON WADE KENDALL, born June 11, 1977 subject to Respondent's rights of reasonable visitation and subject to the provisions

DECREE OF DISSOLUTION OF MARRIAGE - 1

FL3/Kendall11

ENTERED IN REGISTER
OF ACTIONS
AT 2:15 PM ON 1/28/87

'87 FEB 20 AM 9 47

McCord & Haslinger, P.C.

ATTORNEYS AT LAW

645 N.W. DIVISION ST.

BEND, OREGON 97701

TELEPHONE (503) 338-4434

97361

Att: Michelle M. Kendall
393 W. Main St
Monmouth, OR

5:29

40

1 regarding modification of custody contained in the Property
2 Settlement Agreement of the parties. Petitioner shall have the
3 right to claim both children as dependents for tax purposes.

4 2. No child support payment is awarded to either party.

5 3. Petitioner shall pay to Respondent the sum of \$1,000.00
6 per month as and for spousal support commencing on the 1st day of
7 December 1986 and continuing on the 1st day of each month
8 thereafter until October 1, 1987 at which time they shall
9 terminate. However, if Respondent is not employed on October 1,
10 1987 through no fault of her own said spousal support shall
11 continue until Respondent obtains employment. Respondent shall
12 make reasonable efforts to obtain such employment. Further,
13 Respondent is ordered to advise Petitioner at any time she
14 becomes employed. Payments shall be made by direct deposit into
15 Wife's bank account described above.

16 NOTICE OF INCOME WITHHOLDING

17 The support order is enforceable by income withholding under
18 Section 4, Chapter 671 of Oregon Laws 1985. Withholding may
19 occur whenever there are arrearages at least equal to the support
20 payment for one month or whenever the obligated parent requests
21 such withholding. The District Attorney or as appropriate the
22 Support Enforcement Division of the Department of Justice will
23 assist the obligated parent in securing such withholding. Each
24 party shall inform in writing the Clerk of Deschutes County and
25 the Department of Human Resources of any change of his or her
26 address within ten (10) days of such change.

23 4. The Property Settlement Agreement entered into by the
24 parties, and on file herein, is approved, and the parties are
25 ordered to comply with its terms.

26 5. The information required by ORS 107.085(3) is as
follows:

DECREE OF DISSOLUTION OF MARRIAGE - 2

FL3/Kendall11

HUSBAND:

Residence of legal address: DONOVAN E. KENDALL, JR.
P.O. Box 673
Gilchrist, Oregon 97737

Date of Birth: February 28, 1947

Social Security Number: 544-50-3234

WIFE:

Residence or legal address: MICHELLE M. KENDALL
375 W. Main #1
Monmouth, Oregon 97351

Maiden Name: Garner

Former Legal Names: none

Date of Birth: July 25, 1950

Social Security Number: 501-60-6078

Marriage Place: Reno, Nevada

Marriage Date: June 1, 1968

DATED this 22 day of January, 1986.

Walter L. Edmunds
Circuit Court Judge

State of Oregon)

County of Deschutes)

certify that the foregoing

Marriage has been compared with the original and that it is a correct transcript hereof; and of the whole of such original as the same appears or occurs in the Court Court of Deschutes County, Oregon.

By *P. Williams* TRIAL COURT ADMINISTRATOR CLERK

Submitted by Barbara Haslinger, attorney for Petitioner.

DECREE OF DISSOLUTION OF MARRIAGE - 3

FL3/Kendall11

2710

FILED

CIRCUIT/DISTRICT
CLERK

PROPERTY SETTLEMENT AGREEMENT

1987 JAN 23 PM 3 45

PARTIES: The parties to this agreement are DONOVAN E. KENDALL, JR. hereinafter called "Husband" and MICHELLE M. KENDALL hereinafter called "Wife".

RECITALS:

A. The parties were married in Reno, Nevada on June 1, 1968 and ever since have been and are now husband and wife.

B. There are two minor children born as issue of this marriage, namely JOSHUA RUEBEN KENDALL born June 26, 1972 and CAMERON WADE KENDALL born June 11, 1977.

C. Irreconcilable differences have arisen between the parties which have caused the irremediable breakdown of the marriage and the parties are now living separate and apart.

D. Husband has filed a domestic relations suit in the Circuit Court of the State of Oregon for Deschutes County.

E. The parties desire by this agreement to voluntarily and fairly settle and adjust between themselves their respective property rights.

AGREEMENTS:

1. CHILD CUSTODY: Each of the parties agree that it is important to respect the children's wishes with respect to

visitation and custody as they get older. Accordingly, as each of the boys reaches the age of Fourteen (14) or are otherwise mature enough to make a well reasoned decision with regards to which parent they prefer to reside with, each of the parties agrees to respect that child's wishes with respect to custody. Accordingly, each party agrees that in the future, if the boys or either of them make a well reasoned decision to live with the noncustodial parent the parties will execute the necessary documents to carry out a change in custody. For the present however, the parties agree that Husband shall have custody of the two minor children subject to Wife's rights of reasonable visitation so as to allow Wife the opportunity to complete her schooling, obtain employment and secure adequate housing.

2. CHILD SUPPORT: No child support shall be awarded to either party.

3. SPOUSAL SUPPORT: Husband shall pay the sum of ^{\$1,000.00} ~~\$750.00~~ per month spousal support until October 1, 1987 at which time said support shall terminate. However, in the event that Wife is unemployed on October 1, 1987 through no fault of her own then said spousal support obligation shall continue until Wife is employed. Wife shall notify Husband and the Deschutes County Clerk upon obtaining employment and shall make reasonable efforts to obtain such employment. Said spousal support payments shall commence on January 1, 1987 and continue on the 1st day of each month thereafter until October 1, 1987 or thereafter as provided above. Said payments shall be made by direct deposit to wife's

bank account at U.S. Nat'l. Bank,
Marion, Or. bank, account # 048 0036 433.

4. WIFE'S PROPERTY: Wife shall have as her sole and separate property the following:

- (a) All personal property currently in her possession with the exception of Husband's gun collection which shall be awarded to Husband.
- (b) The 1981 Datsun Pickup license No. KSH 778.
- (c) The 1982 Buick automobile license No. BSH 709.
- (d) The 1986 Thunderbird automobile, license No. NCV 700
- (e) The real property described on attached Exhibits "A" and "B" which are incorporated herein by reference subject to any encumbrances thereon with the exception of real property taxes accruing prior to November 1, 1986 which Husband agrees to pay. Wife shall hold Husband harmless from any liability on said real property with the exception of liability for said real property taxes accruing prior to November 1, 1986. Wife shall assume all responsibility for all liabilities upon said property including but not limited to liability for real property taxes accruing on and after November 1, 1986 and shall hold

Husband harmless from any liability thereon.

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

- (a) Husband's gun collection.
- (b) All personal property currently in his possession.
- (c) The business known as "Donovan E. Kendall, Jr., Timber Cutting Company", subject to any liabilities thereon which Husband shall assume and from which he shall hold Wife harmless. The assets of said company which shall be awarded to husband include but are not limited to the items set forth on attached Exhibit "C" which is incorporated herein by reference.

6. DEBTS AND OBLIGATIONS:

- (a) Husband agrees to pay Wife's reasonable attorney fees incurred in this proceeding.
- (b) Other than as set forth above, each party agrees to assume their own separate debts and obligations incurred by that party since the parties separation on or about April 1, 1986.

7. AFTER ACQUIRED PROPERTY: Any and all property acquired by either party after the date of this agreement shall be the sole and separate property of the one so acquiring the property and each of the parties waives any and all right in and to such future acquisitions of property as the sole and separate property

of the one so acquiring the same. Neither party shall inherit from the other except by specific testamentary devise.

8. RIGHT TO CONTEST: Nothing herein contained shall limit the right of either party to contest any domestic relations suit between them or to file a counter-suit against the other party, but at any hearing on such suit this agreement shall be considered a full and complete settlement of all property rights and issues regarding child support, child custody, spousal support and attorney fees and costs between the parties and in such case neither party shall maintain any claim or demand whatsoever against the other for property, support, suit money or attorney's fees not provided for in this agreement.

9. FULL DISCLOSURE: The parties have each entered into this agreement upon mature consideration and it is expressly based upon the promise that neither party has any asset or other property except which has been disclosed to the other party and that which is described or distributed herein, and each warrants to the other that no property or assets of the parties have been transferred or placed in the hands of any other person under express or implied agreement, trust or other understanding without full disclosure to the other party. Each party hereby warrants to the other that neither has incurred any liability or obligation on which the other is or may be liable except as expressly set forth herein.

10. BINDING ON SUCCESSORS: Each and every provision hereof shall inure to the benefit of and shall be binding upon the

heirs, assigns, personal representatives and all other successors in interest of the parties.

11. INCORPORATION INTO DECREE: Each party shall, at any hearing on any domestic relations suit between them ask the court to approve, ratify and confirm this agreement, to incorporate it in any decree entered therein and to require each party to comply with all the terms thereof. The Court is hereby empowered to enter a judgment for sums set forth as divisions of property, debts to be assumed, child support and/or spousal support as may be applicable as set forth above.

12. 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 to writing and subscribed by both of the parties or ordered by the court.

13. NECESSARY DOCUMENTS: Each party shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument, and shall do all things necessary to this end, within fifteen (15) days from the date of this agreement. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights in such manner, and with such force and effect, as shall be necessary to effectuate the terms of this agreement.

14. LITIGATION: If any suit (except for the pending domestic relations suit), action or other proceeding or 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 other party, in addition to costs and disbursements, such additional sums as the court may adjudge reasonable as attorney's fees, both in the trial and appellate court.

15. EFFECTIVE DATE: This agreement shall be fully binding upon the parties and effective immediately upon its signing by both parties, subject only to modification by the court at such time, if ever, it is submitted to the court.

16. PARAGRAPH HEADINGS: The headings of particular paragraphs are inserted only for convenience and are not a part of this agreement or a limitation of the scope of the particular paragraph to which each refers.

17. ACKNOWLEDGEMENT: Husband and Wife expressly acknowledge that they have been adequately represented by counsel during these proceedings and fully understand their respective rights and liabilities.

18. ACKNOWLEDGMENT: The parties acknowledge that at the time of signing this agreement the minor children of the parties were in the custody of Wife with the rights of visitation as set forth herein; the children have been in the custody of the Mother and Father in Oregon for six (6) months immediately preceeding the filing of the Petition for Dissolution of Marriage herein. At

the time of the signing of this agreement, the net monthly income of Husband from employment was \$2,000.00 and the net monthly income of the wife from employment was \$0.00.


DONOVAN E. KENDALL, JR.

Date Dec 19, 1986


MICHELLE M. KENDALL

Date Dec 19, 1986

EXEMPTIONS

SALE 00/00 PRICE

LAST ACTIVITY 09/20/85

R 2409 031BB 03300 000 00

ORB M7212874 AFD

PCR N

2718

LOC

-----MAILING ADDRESS-----

KENDALL D E JR & MICHELLE M
P O BOX 673

CTY PCA 1203

MAP 2409

SP1

UT1

AYB

LAND

TRUE MKT

ASD LND

DESCRIPTION

ASSESSED

ACRES

FIRE PATRL

SP1

SP2

SP3

TDS 104

PCS 92

AREA 0092

SP2

UT2

EYB

18600

18600

18600 ASD

TAX YR

18600

4.65

15

10

YR 81

JV 195-5

SP3

15.00

OBS

IMP

REA N

IMP

CURRENT

18600

4.65

15

KEY

156119

PARENT

0

MTG 0000

CONST

OTHER

CLASSIFIED

ASD OTH

EXEMPT

TAXABLE

18600

4.65

15

GILCHRIST

OR 97737

0000

-----LEGAL DESCRIPTION-----

POR NW4NW4

SEC 31 TWSHP 24 RNGE 9.0

FM:R2409312SPLIT050284

EXEMPTIONS

SALE 04/84 PRICE

LAST ACTIVITY 12/11/84

R 2309 025A0 06500 000 00

15000 ORB M84-7089 AFD

PCR N

V N 0

LOC

-----MAILING ADDRESS-----

KENDALL D JR & MICHELLE
P O BOX 673

CTY PCA 8003

MAP 2309

SP1

UT1

AYB

LAND

TRUE MKT

ASD LND

DESCRIPTION

ASSESSED

ACRES

FIRE PATRL

SP1

SP2

SP3

TDS 111

PCS 90

AREA 0090

SP2

UT2

EYB

5500

5500

5500 ASD

TAX YR

5500

15

10

YR 81

JV

SP3

15.00

OBS

IMP

REA N

IMP

CURRENT

5500

15

KEY

134081

PARENT

0

MTG 0000

CONST

OTHER

CLASSIFIED

ASD OTH

EXEMPT

TAXABLE

5500

15

GILCHRIST

OR 97737

0000

-----LEGAL DESCRIPTION-----

JACK PINE VILLAGE

LOT 1 BLK 5

EXEMPTIONS

SALE 00/00 PRICE

LAST ACTIVITY 09/20/85

ORB M75-5583 AFD

PCR N

EXHIBIT A

2719

LOC R 2307 01250 02700 000 00

-----MAILING ADDRESS-----
 KENDALL D E & MICHELLE M
 STAR RT

GILCHRIST OR 97737
 0000

-----LEGAL DESCRIPTION-----
 WAGON TRAIL LT 9 BK 2
 ACREAGES NO 2

CTY PCA 8003
 MAP 2309
 SP1
 UT1 3.72
 AYB
 LAND 10230
 TRUE MKT 10230
 ASD LND 10230
 DESCRIPTION 10230
 ASSESSED 10230
 ACRES 3.72
 FIRE PATRL 15
 SP1
 SP2
 SP3

TDS 051 10
 PCS 90
 AREA 0090
 SP2
 UT2
 EYB
 IMP 15.00
 REA N
 IMP
 CURRENT 10230
 3.72
 15

KEY 129934
 PARENT 0
 MTG 0000
 SP3
 SQ FT
 OBS
 CONST
 OTHER
 CLASSIFIED
 ASD OTH
 EXEMPT
 TAXABLE 10230
 3.72
 15

MGFM: 779624

EXEMPTIONS
 SALE 09/84 PRICE 4800 ORB M8417412 AFD
 LAST ACTIVITY 10/24/84 PCR N V WD U
 R 2309 025A0 08300 000 00

LOC

-----MAILING ADDRESS-----
 KENDALL D E JR & M M
 BOX 673

GILCHRIST OR 97737
 0000

-----LEGAL DESCRIPTION-----
 JACK PINE VILLAGE
 LOT 5 BLK 6

CTY PCA 8003
 MAP 2309
 SP1
 UT1
 AYB
 LAND 5500
 TRUE MKT 5500
 ASD LND 5500
 DESCRIPTION 5500
 ASSESSED 5500
 ES
 FIRE PATRL 15
 SP1

TDS 111 10
 PCS 90
 AREA 0090
 SP2
 UT2 15.00
 EYB
 IMP 15.00
 REA N
 IMP
 CURRENT 5500
 5500

KEY 134116
 PARENT 0
 MTG 0000
 SP3
 SQ FT
 OBS
 CONST
 OTHER
 CLASSIFIED
 ASD OTH
 EXEMPT
 TAXABLE 5500
 15

EXEMPTIONS
 SALE 00/00 PRICE
 LAST ACTIVITY 09/20/85 ORB M70-3239 AFD
 R 2309 025A0 08400 000 00 PCR N

LOC

-----MAILING ADDRESS-----
 KENDALL D E JR & M M
 P O BOX 673

GILCHRIST OR 97737
 0000

-----LEGAL DESCRIPTION-----
 JACK PINE VILLAGE
 LOT 4 BLK 6

CTY PCA 8013
 MAP 2309
 SP1
 UT1
 AYB
 LAND 7700
 TRUE MKT 65080
 ASD LND 7700
 DESCRIPTION 65080
 ASSESSED 65080
 ACRES
 FIRE PATRL 15
 SP1
 SP2
 SP3

TDS 111 10
 PCS 90
 AREA 0090
 SP2
 UT2 15.00
 EYB
 IMP 15.00
 REA N
 IMP
 CURRENT 65080
 65080

KEY 134125
 PARENT 0
 MTG 0000
 SP3
 SQ FT 1998
 OBS
 85 CONST
 50510 OTHER 6870
 CLASSIFIED
 50510 ASD OTH 6870
 EXEMPT
 TAXABLE 65080
 15