

Aspen 33009

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY
 2 In the Matter of Dissolution)
 3 of the Marriage of)
 4 SHIRLEY MAY DAMON,) No. 78-83-E-1
 5 Co-Petitioner,) DECREE
 6 and)
 7 JAMES LESTER DAMON,)
 8 Co-Petitioner.)

9 This matter came on for hearing on April 19, 1978, before
 10 the Honorable JAMES M. MAIN, Judge. Co-Petitioner Shirley
 11 May Damon appeared in person and by William A. Mansfield, her attorney

12 Co-Petitioner Shirley May Damon was duly sworn and based on
 13 her testimony and the record on file and upon the said proceedings in
 14 Court, the Court finds:

15 1. Co-Petitioner Shirley May Damon has been a permanent
 16 resident of and domiciliary of the State of Oregon continuously for
 17 more than six months next preceeding the filing of the copetition
 18 for dissolution by copetitioners.

19 2. More than 90 days have elapsed since the Court obtained
 20 jurisdiction over the persons of both Co-Petitioners.

21 3. Irreconcilable differences between CoPetitioners have
 22 caused the irremedial breakdown of the marriage.

23 IT IS HEREBY DECREED THAT:

24 1. The marriage of the parties is hereby dissolved and
 25 said dissolution is finally effective June 18, 1978.

26 2. Co-Petitioner Shirley May Damon is awarded custody

1 of the minor children, to-wit LAWRENCE ARTHUR DAMON and GINA SUE
2 DAMON, and Co-Petitioner James Lester Damon shall have reasonable
3 visitation with them.

4 3. Co-Petitioner, James Lester Damon, is hereby ordered
5 to pay each month commencing May 1, 1978, the sum of \$150 per month
6 per child as and for his contribution to the support of said child-
7 ren, said child support obligation to be paid through the Department
8 of Human Resources, Salem, Oregon, until such time as said children
9 attain the age of 18 or become otherwise emancipated. Upon such
10 years as Co-Petitioner James Lester Damon commits no default in
11 child support obligations, 10 days grace allowed, said James Lester
12 Damon shall be entitled to such income tax dependency exemptions as
13 are allowed by law.

14 4. As custodial parent, Co-Petitioner Shirley May Damon
15 shall notify Co-Petitioner James Lester Damon when a minor child
16 receives income from his own gainful employment or becomes married
17 or enters the military service.

18 5. The Family Settlement Agreement dated June 16, 1977,
19 is hereby approved in all things and is hereby made a part of this
20 Decree as if set out in full herein, and the transfers of property
21 interest as set out therein are hereby decreed to be executed
22 transfers as if said transfers were made by bill of sale or deed
23 duly recorded, and each party is hereby ordered to do such further
24 things as are necessary, if any, to transfer ownership interests
25 as set out in said agreement, and each party is hereby ordered
26 to carry out the terms of said agreement.

WILLIAM A. MANSFIELD
ATTORNEY AT LAW
104 W. FIFTH ST.
MEDFORD, OREGON 97501
503 773-3521

1 Relevant data is as follows:

2 Wife: Shirley May Damon

3 Residence: 2864 Taylor Road, Central Point, Oregon 97502

4 Age: 44 Social Security No: 540-34-2355

5 Husband: James Lester Damon

6 Residence: 8608 Crater Lake Highway, White City, Oregon 97501

7 Age: 47 Social Security No: 541-36-8396

8 Marriage Date: December 17, 1950 Place: Eagle Point, Oregon

9 There are two (2) children born of this marriage, namely:

10 LAWRENCE ARTHUR DAMON, born May 8, 1963, age 14

11 GINA SUF DAMON, born May 29, 1965, age 12

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13 DATED this 24 day of April, 1978.

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James M. Main
CIRCUIT COURT JUDGE

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WILLIAM A. MANSFIELD
ATTORNEY AT LAW
334 W. FIFTH ST.
P.O. BOX 1721
MEDFORD, OREGON 97501
(503) 752-3321

This instrument is a correct copy of
the original on file in this office.

MAR 16 1987

Circuit Court - Trial Court Administrator
STATE OF OREGON - JACKSON COUNTY

FAMILY SETTLEMENT AGREEMENT

This agreement is entered into on the date and year hereinafter written between Shirley May Damon, hereinafter called Shirley, and James Lester Damon, hereinafter called James.

It is recited that the parties, after having been married for a number of years, do each find that domestic tranquility is not such that each would desire. Each of the parties, however, respects the other party and each of the parties desires that in the event proceedings for Dissolution of Marriage are instituted, the property and other matters between them be settled in order that strife be eliminated and in order that the feelings of mutual respect might continue for the rest of their lives.

In executing this agreement, neither party commits himself or herself to the initiation of legal proceedings to dissolve the marriage, but it is each party's intention that in such event this Family Settlement Agreement shall bind the parties as to the division of the property and all other matters in issue in such proceedings.

It is recognized that this Family Settlement Agreement is subject to the approval of the Court in the event of dissolution proceedings.

Although this document is written as an executory instrument, in the event it is used to determine property matters in Dissolution of Marriage proceedings, each party authorizes the Court to enter a decree granting full right, title and interest in said property or properties to the respective parties as a final deed. It is intended that this instrument be made a part of any Decree of Dissolution of Marriage.

I. JAMES PROPERTY

1. James shall have the sole right, title and interest of the parties in J & G Logging, including good will, equipment, supplies and contract rights, and James shall pay all obligations owed by said business and save and hold Shirley harmless from the payment of same. It is recognized that said business owns the 1976 Diplomat II, and except as otherwise in this instrument specifically provided, it is recognized that all other vehicles are held by said business and are to become the full property of James, and to the extent necessary, Shirley will execute all documents necessary to transfer her interest to James.

James shall pay all obligations against said business or incurred in connection with said business and save and hold Shirley harmless therefrom.

2. The 1974 nineteen foot Reinell boat with inboard-outboard engine shall be and become in the full ownership of James.

3. The parties own 100 shares of common stock in Citizen's Savings and Loan Association. Each party shall have 50 shares of said stock and each party has agreed to take such steps as are necessary to effect said result.

4. James shall have the sole right, title and interest of the parties in which the parties known as the Welch Street property, more specifically described as:

Lot 2, Block 1, Oak Park Addition, City of Medford, Jackson County, Oregon; also described in document No. 76-04506, Official Records, Jackson County, Oregon.

5. James shall have the sole right, title and interest of the parties in what the parties know as the Shop Property, more specifically described as:

Commencing at the quarter corner common to Sections 16 and 17, in Township 36 South, Range 1 West of the Willamette Meridian, in Jackson County, Oregon; thence North 89°59'51" East, 196.00 feet along the South line of the Northwest quarter of said Section 16, to

a point on the Southeasterly right of way line of the Crater Lake Highway; thence North $44^{\circ} 52'$ East along said right of way line, 691.31 feet for the true point of beginning; thence continue North $44^{\circ} 52'$ East along said right of way line, 200.0 feet; thence South $89^{\circ} 02'$ East, 231.69 feet; thence South, 144.13 feet; thence North $89^{\circ} 02'$ West, 372.78 feet to the true point of beginning, being a portion of Tract 157 of the Roguelands Irrigated Orchard Tracts in Jackson County, Oregon.

II. SHIRLEY'S PROPERTY

1. Shirley shall have the sole right, title and interest of the parties in the 1974 Cougar 2-door automobile.

2. Shirley shall have the sole right, title and interest of the parties in the household goods, furniture and furnishings located at 10899 Highway 62, Eagle Point, Oregon 97524. Each party shall have his or her personal effects and clothing. James' guns shall be considered to be part of his personal effects.

3. Shirley shall have the sole right, title and interest of the parties of the property known to the parties as the Klamath property in Klamath County and more specifically described as: Lot 7 and Lot 24, Sportsman Park, Klamath County, Oregon. Said property is subject to a mortgage obligation of \$5,500 which obligation Shirley agrees to pay and to save and hold James harmless from the payment of same.

4. Shirley shall have the sole right, title and interest of the parties of the home property at 10899 Highway 62, Eagle Point, Oregon, more specifically described as:

Beginning at the Northwest corner of Donation Land Claim No. 46, in Township 36 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence South along the West line of said Claim, 500.00 feet; thence East, parallel to the North line of said claim, 1250.0 feet, more or less, to the Westerly line of the New Crater Lake Highway; thence Northerly

along the Westerly line of said Highway, 500.00 feet; more or less, to intersect the North line of Donation Land Claim No. 46; thence West along the North line of said Donation Claim No. 46, 1355 feet, more or less, to the point of beginning.

Said property is subject to a mortgage held by Citizen's Savings and Loan Association in the amount of about \$55,000, which obligation Shirley agrees to pay and to save and hold James harmless from the payment of same.

5. Shirley shall have the sole right, title and interest of the parties of the property known to the parties as the Trailer Park on Atlantic Avenue in White City, Oregon, more specifically described as:

Beginning at the Northwest corner of Donation Land Claim No. 46, in Township 36 South, Range 1 West, Willamette Meridian, Jackson County, Oregon; thence South along the West line of said Claim, 500.00 feet; thence East, parallel to the North line of said claim, 1250.0 feet, more or less, to the Westerly line of the New Crater Lake Highway; thence Northerly along the Westerly line of said Highway, 500.00 feet; more or less, to intersect the North line of Donation Land Claim No. 46; thence West along the North line of said Donation Claim No. 46; 1355 feet, more or less, to the point of beginning.

6. Shirley shall have the sole right, title and interest of the parties in the property known to the parties as the Linn Road property. Said real property is described as:

Lots 8 and 9 of WEST EAGLE POINT SUBDIVISION, in the County of Jackson and State of Oregon.

7. Shirley shall have the sole right, title and interest of the parties in the following described mobile home known as 1973 Hillc., Oregon License no. X 93484 7, Title No. 7329126807, Serial or ID No. 0291885G.

It is recognized that the livestock in the possession of the parties is owned by the minor children of the parties.

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FAMILY SETTLEMENT AGREEMENT.

III. CHILD CUSTODY, VISITATION AND SUPPORT

The parties have two unemancipated, minor children:

Gina Sue Damon, Age 12, born May 29, 1965.

Lawrence Arthur Damon, Age 14, born May 8, 1963.

It is recognized that each party is a fit and proper person to have custody, however, it is agreed that subject to the approval of the Court, Shirley shall have the custody of said minor children and James shall have ample and liberal visitation rights. James shall contribute to the support of said minor children so long as each remains a minor and unemancipated, in the amount of \$ 150 per month per child with the support obligation to begin as of the date of any Decree of Dissolution of Marriage made and entered.

In the event it becomes necessary to initiate legal proceedings to enforce this agreement the Court shall make judgment in favor of the prevailing party and against the losing party for the attorney's fees of the prevailing party, including reasonable attorney's fees in the event of appeal.

Dated this 16th day of June, 1977.

Shirley May Damon
Shirley May Damon

James Lester Damon
James Lester Damon

STATE OF OREGON)
) ss.
County of Jackson)

Before me appeared on this _____ day of June, 1977,
Shirley May Damon, and acknowledged the foregoing Family Settlement agreement to be her voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

Family Settlement Agreement

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STATE OF OREGON)
) ss.
 County of Jackson)

Before me appeared on this _____ day of June, 1977,
 James Lester Damon, and acknowledged the foregoing Family Settlement Agreement to be his voluntary act and deed.

Notary Public for Oregon
 My commission expires: _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Aspen Title Co. _____ the _____ 19th _____ day
 of _____ Dec. _____ A.D., 19 88 _____ at _____ 3:48 _____ o'clock _____ P _____ M., and duly recorded in Vol. _____ M88 _____,
 of _____ Deeds _____ on Page _____ 21500 _____.

FEE \$49.00

Return: A.T.C.

Evelyn Biehn _____ County Clerk

By Pauline Mullins

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