

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

In the Matter of the Marriage of:)

CHRISTINE MARIE SANBORN,

No. 90 00277 CV

Petitioner,

STIPULATED JUDGMENT AND
DECREE OF DISSOLUTION OF
MARRIAGE

and

LONNIE WILLIAM SANBORN,

Respondent.

THIS MATTER coming before the Court upon the Stipulation of the Parties. The Petitioner appearing by and through her attorney, D. L. HOOTS and the Respondent appearing by and through his attorney, JOHN BOGARDUS. The Court finding that the parties have entered into a Marital Settlement Agreement whereby the parties have agreed upon all the terms of the dissolution and it further appearing to the Court that on March 22, 1990 the Court entered an Order waiving the 90 Day Waiting Period on the ground of great emotional strain upon the parties.

The Court finding that the Parties were married at Lakeview, Oregon on August 28, 1971, and have ever since been husband and wife and that the Petitioner has been a resident and domiciled in Oregon for more than six months prior to the filing of the Petition herein.

The Court finding that irreconcilable differences exist between the parties making continuation of the marriage relationship impossible and that there are two minor children the issue of this marriage, namely:

JENNIFER MARIE SANBORN, born August 22, 1974

DANIEL WILLIAM SANBORN, born June 6, 1977.

IT IS HEREBY DECREED THAT:

-1-STIPULATED JUDGMENT AND DECREE
OF DISSOLUTION OF MARRIAGE

Act, D. L. HOOTS
ATTORNEY AT LAW
LEGAL ARTS BUILDING, SUITE 2
3201 SOUTH 9TH STREET
KLAMATH FALLS, OREGON 97601
(503) 882-5521

1. The marriage of the parties is hereby dissolved and said dissolution is finally effective April 27, 1990.

2. The parties are awarded joint care, custody and control of the minor children of the parties with the Respondent having the physical custody and the Petitioner shall have the right to see, visit and have the minor children with her at all reasonable times and places as will not interfere with the childrens' health, education and welfare.

3. The Respondent is awarded all of the assets which comprise Melita's Restaurant and Lounge, including the motel, mobile home, residence and laundermat, together with all attendant items of personal property, inventory and accounts receivable as his sole and separate property, of which the real property is more particularly described in Exhibit "A" attached hereto.

4. The Petitioner is awarded judgment against Respondent in the sum of \$71,500.00, without interest, which shall be paid at the rate of \$1,200.00 per month for fifty-nine months and the last month of \$700.00. However, such payment schedule may be subject to the offset provisions of said payments shall commence March 1, 1990 and shall be payable on or before the 1st day of each month thereafter.

Petitioner is awarded a lien against the real and personal property described in paragraph 3 hereinabove.

5. The Marital Settlement Agreement dated March 7, 1990, attached to this Judgment and Decree and made a part of it, is approved. The parties are ordered to comply with its terms.

6. Relevant data is as follows:

HUSBAND: LONNIE WILLIAM SANBORN

RESIDENCE: P.O. Box 470, Chiloquin, Oregon 97624

DATE OF BIRTH: June 12, 1948 AGE: 41

1 SOCIAL SECURITY NUMBER: 548-68-1560
 2 WIFE: CHRISTINE MARIE SANBORN
 3 MAIDEN NAME: BRYAN
 4 FORMER MARRIED NAMES: NONE
 5 RESIDENCE: 1010 West Oregon, Klamath Falls, Oregon 97601
 6 DATE OF BIRTH: June 9, 1952 AGE: 37
 7 SOCIAL SECURITY NUMBER: 560-74-4048
 8 DATE OF MARRIAGE: August 28, 1971
 9 PLACE OF MARRIAGE: Lakeview, Oregon

10 There are two minor children the issue of this marriage,
 11 namely:

12 JENNIFER MARIE SANBORN, born August 22, 1974
 13 DANIEL WILLIAM SANBORN, born June 6, 1977.

14 MONEY JUDGMENT

15 JUDGMENT CREDITOR: CHRISTINE MARIE SANBORN
 16 ATTORNEY FOR CREDITOR: D. L. HOOTS
 17 JUDGMENT DEBTOR: LONNIE WILLIAM SANBORN
 18 JUDGMENT AMOUNT: \$71,500.00

19 without interest, payable at rate of \$1,200.00 per month for
 20 fifty-nine months and the last month of \$700.00, subject to
 21 terms of Marital Settlement Agreement of Parties dated March
 22 7, 1990.

23 Dated this 28 day of March, 1990.

24 St. Richard C. Beesley
 25 CIRCUIT JUDGE

26 APPROVED:

27 John H. Bogardus
 28 JOHN H. BOGARDUS

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

All that portion of the NE $\frac{1}{4}$ of Section 33, Township 34 South, Range 7 E.W.M., lying West of The Dalles-California Highway, more particularly described as follows: Beginning at a point which is 999 feet South and 984 feet, more or less, West from the corner common to Sections 27, 28, 33 and 34 of said Township and Range, and which point of beginning is the intersection of the Westerly right of way line of the newly located The Dalles-California Highway as described in a deed of record in Klamath County Deed Records, Volume 190 page 23, with the North line of a parcel of land deeded to the City of Chiloquin for airport purposes, and described in a deed recorded in Klamath County Deed Records Volume 107 page 483; thence West along the North line of said airport property a distance of 336 feet, more or less, to the Northwest corner of said property; thence South along the West line of said airport property, a distance of 3055 feet, more or less, to the Westerly right of way line of said highway; thence North 5°36'30" East along said right of way line a distance of 3070 feet, more or less, to the point of beginning, containing 11.8 acres, more or less.

SAVING AND EXCEPTING therefrom that portion conveyed to the State of Oregon, by and through its State Highway Commission, by deed dated May 1, 1947, recorded May 10, 1947, in Volume 206 page 169, Deed Records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING the following: Beginning at the intersection of the North line of the foregoing described property and the Westerly right of way line of the relocated The Dalles-California Highway; said point being 50 feet distant and Westerly from (when measured at right angles to) the relocated center line of said highway at Engineer's Station 3068+75.7 said point also being 1010 feet South and 986 feet West of the Northeast corner of Section 33, Township 34 South, Range 7 East of the Willamette Meridian; thence North 89°56'30" West along the North line of the foregoing described property a distance of 314.61 feet to the Northwest corner of said property; thence South 0°10'45" East along the West line of said property a distance of 496.38 feet; thence South 84°23'30" East a distance of 263.08 feet to a point on the Westerly right of way line of said highway, said point being 50 feet distant Westerly from (when measured at right angles to) the relocated center line of said highway at Engineer's Station 3074+00; thence North 5°36'30" East along said right of way line a distance of 524.27 feet to the point of beginning.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March ~~February~~, 1990, by and between LONNIE WILLIAM SANBORN, hereinafter referred to as HUSBAND, and CHRISTINE MARIE SANBORN, hereinafter referred to as WIFE.

WITNESSETH

WHEREAS, the parties hereto were married at Lakeview, Oregon on August 28, 1971, and;

WHEREAS, certain apparent irreconcilable differences have arisen between the parties and WIFE has filed suit for Dissolution of Marriage against HUSBAND in the Circuit Court of the County of Klamath, State of Oregon, Case No. 9000277 CV, and;

WHEREAS, there have been born two children of this marriage, namely:

JENNIFER MARIE SANBORN, born August 22, 1974, and
DANIEL WILLIAM SANBORN, born June 6, 1977.

WHEREFORE, it is the desire of the parties hereto to enter into an agreement settling their property rights and providing for the care, custody, control, visitation and support of said minor children.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the HUSBAND and WIFE shall have the joint care, custody and control of the minor children of the parties. It being further agreed that the HUSBAND shall have their actual physical custody, and the WIFE shall have the right to see, visit and have

the minor children with her at all reasonable times and places as will not interfere with the children's health, education and welfare.

2. It is also agreed that WIFE shall have no obligation to pay child support.

3. HUSBAND agrees to carry and maintain the existing medical insurance coverage on the minor children and to continue such coverage until each child attains the age of 18 years, dies or becomes emancipated, whichever occurs first; provided however, if such child remains a "child attending school" within the meaning of ORS 107.108(4), HUSBAND agrees to maintain medical insurance coverage until such child attains the age of 21 years.

HUSBAND agrees to pay any and all deductible requirements under such insurance policy as well as any uninsured medical, dental and optometric expenses incurred by either of the minor children. However, HUSBAND shall be the sole determinant in deciding the necessity of any and all medical, dental or optometric care or treatment, unless such treatment is of an emergency nature.

4. HUSBAND shall receive and own all of the assets, free and clear of any interest or claim of WIFE, which comprise Melita's Restaurant and Lounge, including the motel, mobile home, residence and laundromat, together with all attendant items of personal property, inventory and accounts receivable as his sole and separate property. HUSBAND agrees to pay the encumbrances owed thereon and hold the WIFE harmless therefrom.

WIFE shall have a judgment and a lien for her equity in

said real and personal property in the sum of \$71,500.00, without interest, which shall be paid at the rate of \$1,200.00 per month for fifty nine months and the last month of \$700.00 subject to the provisions of Section 15 below, which provision may or may not become operative between HUSBAND and WIFE. Said payments shall commence March 1, 1990 and shall be payable on or before the 1st day of each month thereafter and no execution shall issue on the judgment. In the event the HUSBAND shall fail to make any payment within 30 days of its due date, execution may issue for the balance due together with the costs of such execution.

WIFE agrees, upon request by HUSBAND, to subordinate the foregoing judgment lien or any part thereof to any business loan or financing made available to HUSBAND as long as the use and purpose of such loan proceeds or financing is directed to the Melita's restaurant, lounge, motel, mobile home, residence, laundromat or anticipated recreational vehicle development, or the real property upon which such improvements are located.

5. WIFE simultaneously herewith agrees to execute a bargain and sale deed so conveying to HUSBAND and forever relinquishing all her right, title and interest in and to the Klamath County, Oregon real property described on Exhibit A, which is attached hereto and by this reference incorporated herein.

6. The household goods and furnishings, personal property, items of wearing apparel, jewelry and mementos of the parties shall be owned by the party who has physical possession thereof.

7. HUSBAND shall be awarded the cash and certificates of deposit owned by the parties in the approximate sum of \$38,000.00, less the sum of \$3,500.00 which has been paid to WIFE, or a net sum of \$34,500.00 of which WIFE shall own 50% or the further sum of \$17,250.00 to be paid as follows:

a. WIFE shall own the 1988 Chevrolet Blazer, VIN 1GNCT1824J0158881, as her sole and separate property and HUSBAND agrees to pay the encumbrance owed thereon to Highland Federal Credit Union in the approximate sum of \$12,000.00.

b. HUSBAND agrees to pay WIFE the sum of \$5,250.00 upon the execution of this agreement, the receipt of which is hereby acknowledged by WIFE.

8. HUSBAND shall receive and own the 1989 Chevrolet Pickup, VIN 1GCDK114KXKE132699 as his sole and separate property and HUSBAND agrees to pay the encumbrance owed thereon to GMAC and hold the WIFE harmless therefrom.

9. HUSBAND shall receive and own as his sole and separate property the 1968 Pontiac automobile, VIN 252878C106555, which is free and clear of encumbrances.

10. Husband shall also receive and own the aluminum boat, hull #AWB10254E585 and one of the Honda 4-wheelers, specifically, VIN #JH3TE0708HK106347. HUSBAND and WIFE shall agree and transfer to their son, Daniel William Sanborn, the other Honda 4-wheeler, specifically VIN #JH3TE1505JK017351.

11. WIFE makes no claim for spousal support acknowledging that the disposition of property, allocation of assets and assumption of liabilities between the parties hereto make the award of such support unnecessary and unwarranted in all

respects.

12. The parties agree to file joint state and federal income tax returns for the calendar year 1989 and any refund shall be divided equally between the parties; however, if there is a deficiency HUSBAND shall pay the deficiency and he shall be given credit for 50% of said deficiency against the last payment for WIFE'S equity in Melita's as provided in paragraph 3 hereinabove.

13. HUSBAND shall be entitled to claim the minor children as dependency exemptions on his state and federal tax returns commencing with the tax year 1990 and continuing thereafter as long as allowed by law.

14. Each party agrees to pay their own respective attorney fees and costs incurred in the pending suit of dissolution of marriage.

15. HUSBAND and WIFE acknowledge and understand that there is presently being asserted an unliquidated claim against the business and against HUSBAND and WIFE for an alleged unpaid business insurance premium.

In that regard, HUSBAND agrees to assume the defense of such claim and to pay any amount due thereon as either agreed upon through settlement or as determined by a court of competent jurisdiction.

However, after proper documentation to WIFE, WIFE will be responsible for one half of said debt or payment, which WIFE will pay by crediting such amount against the last payment or payments due on the judgment lien in her favor as set forth in

Section 4 above.

16. This agreement shall be a full and final settlement of the parties rights and is considered to be a fair and equitable division of the property rights of the parties.

17. Each party represents to the other that they have made a full disclosure to the other of all the property and assets owned by them jointly or individually and all of their income, obligations and debts.

18. Subject to the provisions of this agreement, each party releases and relinquishes any claim he or she may have had, may now have, or may hereafter have against the other as a result of the marriage of the parties.

19. It is intended that this Settlement Agreement shall be presented to the Court for purposes of incorporating it into a Decree of Dissolution of Marriage. It is understood and agreed that either party may present this Settlement Agreement to the above entitled Court and request that the Court enter a Decree of Dissolution of Marriage in accordance with the provisions of this Settlement Agreement.

20. The parties agree to execute any and all deeds, bills of sale, powers of attorney, or any other documentation necessary to effectuate this agreement and the provisions herein contained.

21. Should it become necessary for any party to apply to a court to enforce this agreement or any part of it, the prevailing party shall be entitled to recover from the other party

their reasonable attorney's fees and costs incurred herein.

22. This agreement shall be enforceable separate and apart from any domestic suit as a contract between the parties irrespective of their relationship as HUSBAND and WIFE.

23. WIFE has been represented in the negotiation of this settlement by D. L. Hoots, Attorney at Law, and HUSBAND has been represented by John H. Bogardus, Attorney at Law.

24. HUSBAND and WIFE acknowledge that they have been fully and adequately represented by counsel during these proceedings and fully understand their respective rights and liabilities.

Furthermore, both HUSBAND and WIFE have been advised to consider a formal appraisal of their business, property and assets and have deemed to forego the same based upon their mutual agreement and knowledge of the business assets in reaching what both HUSBAND and WIFE consider to be an informed and fair value thereof.

WITNESS the hands of the parties hereto the day and year first above written.

Christine M. Sanborn
Christine M. Sanborn, Wife

D. L. Hoots
D. L. Hoots,
Attorney for Wife

Lonnie W. Sanborn
Lonnie W. Sanborn, Husband

John H. Bogardus
John H. Bogardus
Attorney for Husband

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