

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

In the Matter of the Marriage of ) 35

RONALD L. ADAMS,

Case No. 15-89-01178

Petitioner,

JUDGMENT AND  
DECREE OF DISSOLUTION  
OF MARRIAGE

and

LAURIE G. ADAMS,

Respondent.

THIS MATTER came before the Court on the Motion of  
Petitioner for a Decree of Dissolution Without a Hearing and the  
Affidavit in support of that motion. The Court, being advised  
thereby, finds as follows:

1. Respondent accepted service of Summons and Petition  
on February 16, 1989. Respondent has filed a Response but has  
withdrawn that appearance and consented to the entry of a  
default herein;

2. The Court has jurisdiction in this matter;

3. The allegations of the Petition are true, and  
irreconcilable differences between the parties have caused an  
irremediable breakdown of their marriage;

4. There have been no minor children born of this  
marriage and Respondent is not now pregnant.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED:

1. That the marriage between the parties be and hereby  
is dissolved, and that the date on which this Decree is finally

DATE OF ENTRY

Page 1 - JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE

REGISTER OF ACTIONS

'90 JUN 12 AM 8 42

Shepard & Wagner  
300 East 6th Ave.  
Eugene, OR 97401  
(503) 485-3222

J6 #2  
8-7-89  
8-7-89  
32-41

AUG 07 1989

effective to terminate the marriage of the parties is the 7  
day of September, 1989;

2. That Petitioner shall pay to Respondent the sum of  
\$625.00 per month as and for spousal support for a period of  
sixteen (16) months beginning June, 1989, through and including  
September, 1990; then the sum of \$375.00 per month beginning  
October, 1990, through and including May, 1991. Said support  
shall terminate earlier upon the death of either Petitioner or  
Respondent. Petitioner's support shall be payable one-half on  
or before the 10th day of each month and one-half on or before  
the 25th day of each month and shall be paid directly to  
Respondent in lieu of payment to a bank account, unless  
Respondent otherwise instructs Petitioner in writing.

#### NOTICE OF INCOME WITHHOLDING

The support order is enforceable by income  
withholding under ORS 25.310. Withholding may occur whenever  
there are arrearages at least equal to the support payment for  
one month, or whenever the obligated parent requests such  
withholding. The district attorney or, as appropriate, the  
Support Enforcement Division of the Department of Justice will  
assist you in securing such withholding.

3. That property settlement and debt responsibilities  
of the parties shall be as specified in the Marital Settlement  
Agreement executed by the parties, which is attached hereto as  
Exhibit "1" and incorporated herein by this reference;

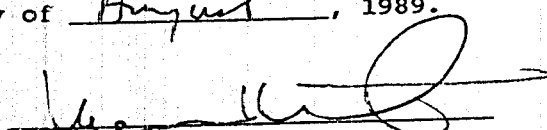
4. That Petitioner shall maintain life insurance on his  
life with Respondent as beneficiary as set forth in Marital  
Settlement Agreement attached hereto as Exhibit "1".

5. That each of the parties shall sign and execute all  
instruments necessary for the transfer of any property awarded

1 by this decree, and this decree shall act as an instrument of  
2 transfer or conveyance of the property awarded to the parties  
3 herein, in the event that either party fails to deliver to the  
4 other party within five (5) days from the date of this decree  
5 such instrument of transfer or conveyance, and record the same.

6 The facts required by ORS 107.085(3) are set forth in  
7 Exhibit "2" attached to this Decree and incorporated herein by  
8 this reference.


9 DATED this 7 day of August, 1989.

10   
11 CIRCUIT COURT JUDGE

12  
13 PREPARED AND SUBMITTED BY:

14 Lynn Shepard, OSB# 80107  
15 Attorney for Petitioner

16 APPROVED AS TO FORM:

17   
18 John C. Gartland, OSB# 77428  
19 Attorney for Respondent

## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between Ronald L. Adams, hereinafter referred to as "husband" and Laurie G. Adams, hereinafter referred to as "wife".

## RECITALS:

A. The parties were married in Klamath Falls, Klamath County, Oregon, on July 10, 1977, and ever since have been and now are husband and wife.

B. There are no children born of this marriage, and wife is not now pregnant.

C. Irreconcilable differences have arisen between the parties which have caused the irremediable breakdown of their marriage and the parties have been separated since November, 1988.

D. Husband has filed a domestic relations suit to dissolve their marriage in Lane County Circuit Court (Case No. 15-89-01178), which suit is presently pending.

E. The parties desire by this agreement to voluntarily and fairly settle all of the issues between them including support matters, property division, and responsibility for debts. The parties agree and acknowledge that the distribution of their property constitutes a division of jointly held properties and is not intended by either party to be an exchange for the release of the other parties' marital rights.

F. Husband is employed full-time with Weyerhaeuser Company as a mill worker and his gross pay is approximately \$3,200 per month. wife is employed part-time for Emporium and part-time for Humble Bagel as a bookkeeper and her combined gross pay is approximately \$835 per month.

## AGREEMENTS:

1. Recitals. The preceding recitals are by this reference incorporated herein as though fully set forth.

2. Spousal Support. As a contribution towards the support of wife, husband shall pay her the sum of \$625.00 per month for a period of sixteen (16) months beginning June, 1989, through and including September, 1990; then the sum of \$375.00 per month beginning October, 1990, through and including May, 1991. Said support shall terminate earlier upon the death of either husband or wife. Husband's support shall be payable one-half on or before the 10th day of each month and one-half on or before the 25th day of each month and shall be paid directly to wife in lieu of payment to a bank account, unless wife otherwise instructs husband in writing.

3. **Temporary Support Judgment.** The Temporary Support Judgment entered on June 20, 1989 shall be deemed satisfied in full, except for the judgment against husband in favor of wife for temporary attorney fees in the sum of \$500.00 which will remain in full force and effect.

4. **Life Insurance.** Husband shall list wife as an irrevocable primary beneficiary to a life insurance policy insuring his life in an amount sufficient to cover the total of his spousal support obligation, which coverage may decrease over time by the amount of spousal support paid until the spousal support obligation is paid in full, at which time Husband's obligation to provide life insurance shall terminate. During the term of his obligation to maintain insurance, husband shall furnish wife, upon reasonable request, a copy of such policy or evidence that the proper life insurance is in force with appropriate beneficiary designation in effect. A constructive trust shall be imposed over the proceeds of any insurance owned by husband at the time of his death if he failed to maintain insurance in the required amount, or if said insurance is in force but another beneficiary is designated to receive the funds.

5. **Wife's Property.** Wife shall receive the following as her own separate property free and clear of any claim of husband, subject to any indebtedness thereon from which she shall indemnify and hold husband harmless:

(a) Bank and credit union accounts in her name individually.

(b) Six vacant lots located in Klamath Falls, Oregon, more particularly described as follows:

Lot 1, 2, 3, 4, 5, and 6 in Block 11 of NOB HILL ADDITION to the City of Klamath Falls according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

(c) 1978 Toyota Pickup, Oregon License No. BPA 813.

(d) One-half interest in the Standard Insurance Company annuity in Husband's name purchased by Columbia Forest Products as more particularly provided for below in Section 7.

(e) One-half interest in Husband's Weyerhaeuser retirement plan as of July 1, 1989 as more particularly provided for below in Section 7.

(f) One-half of the cash value in Husband's life insurance policy with Jackson National Life, Policy No. 001806860 in the sum of \$1,935.00. Husband shall do all things necessary with ten (10) days of the execution of this agreement to arrange for payment of this sum from his life insurance company.

(g) Life insurance policies in her name.

(h) All household goods, furnishings, personal effects and belongings in her possession, including the following items in the possession of husband: stereo and equipment she brought into the marriage (Marantz integrated amplifier, 2 JBL speakers and Sony turntable), stereo cabinet, the china and crystal, her books and records, her guns (.22 and .3030), and her photograph collection. Further, the following items in the possession of wife shall be given to husband: Sony TV, TV stand, Toshiba VCR, and videos.

6. Husband's Property. Husband shall receive the following as his own separate property free and clear of any claim of wife, subject to any indebtedness thereon from which he shall indemnify and hold wife harmless:

(a) Bank and credit union accounts in his name individually.

(b) 1979 Toyota Celica, Oregon License No. MMY 844.

(c) Real property located at 6303 Simmers Avenue, Klamath Falls, Oregon, more particularly described as follows:

A tract of land lying in the Southeast quarter of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview highway and a county road to the North and South along the Section line between Section 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 Feet to an iron pipe marking the East boundary of a North-South road (Patterson St.) and the South boundary of Simmers Avenue to the East; thence along the South boundary of said Simmers Avenue, North 88° 55' East 330.0 feet; thence North 0° 03' East 60.0 feet to an iron pipe on the North boundary of said Simmers Avenue to the true point of beginning of this description; thence North 0° 03' East parallel to Patterson Street, 310.0 feet; thence North 88° 55' East 55.0 feet; thence South 0° 03' West 310.0 feet; thence South 88° 55' West 55.0 feet, more or less to the true point of beginning.

Said described parcel lies wholly within the Southeast quarter of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian.



(d) One-half interest in his Standard Insurance Company annuity purchased by Columbia Forest Products as more particularly provided for below in Section 7.

(e) Interest in his Weyerhaeuser retirement plan less the portion awarded to wife as more particularly provided for below in Section 7.

(f) His 401K Plan through Weyerhaeuser.

(g) Life insurance policies in his name, subject to the requirement that he arrange for one-half of any present cash value to be paid to wife.

(h) All household goods, furnishings, personal effects and belongings in his possession, except the property award to wife above in Section 5(h).

7. Retirement Assets. Husband has a vested interest in a Standard Insurance Company annuity provided by Columbia Forest Products, Group Contract No. 502218. Husband shall do all things necessary in order to assign wife a present one-half interest therein, with the right to receive one-half of any benefits attributable thereto. In the event it is possible to divided the annuity into two equal shares, husband shall cooperate in so doing.

Additionally, husband has an unvested interest in the Weyerhaeuser Company Retirement Plan for Hourly Rated Employees, Northwest Pulp and Paper Board Operations. Wife shall be entitled to receive fifty percent (50%) of Husband's interest in said Plan as of July 1, 1989, as may be subsequently adjusted by the Plan. The portion to be paid to wife hereunder shall include that portion of Husband's account as of July 1, 1989 that is not fully vested, but which later becomes vested.

The parties shall cooperate in the entry of any Qualified Domestic Relations Orders that are necessary to effectuate the intent of this agreement. The parties agree to allow the court to retain jurisdiction to amend any Qualified Domestic Relations Order, but only for the purpose of maintaining or establishing its qualifications under the Retirement Equity Act of 1984. Until wife receives her full distribution from any plan, husband will make a good faith effort to see that wife receives annual notices and periodic reports regarding the Plan and the status of her account(s).

8. Marital Obligations. Wife shall be solely responsible for her student loan payable to U.S. Bank of approximately \$3,265 and hold husband harmless therefrom. Husband shall be solely responsible for the VISA account through Rainier Bank of approximately \$2,000 and the U.S. Bank Credit Line account of approximately \$1,410 and hold wife harmless therefrom. Except as provided for in this agreement, including obligations which encumber assets awarded to the parties above, the parties are not aware of any other marital obligations. The parties agree to be responsible for their

individual obligations incurred after their date of separation and they agree to indemnify and hold the other harmless therefrom, including attorney fees.

9. **Release of Rights.** The parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory. Except as otherwise provided herein, each party does hereby release the other from any liabilities, debts or obligations of every kind and character heretofore incurred and from any and all claims and demands, except for the support provisions herein based upon a substantial change in circumstances, it being understood that this agreement is intended to settle the rights of the parties in all respects and each party accepts this division of properties in full and final settlement and satisfaction of all their respective rights, title and interests in and to the properties of the parties.

10. **Subsequent Acquisitions.** All property acquired by either of the parties from and after the effective date of this agreement shall be the sole and separate property of the one so acquiring. Each of the parties does waive all rights in or to such future acquisitions of the other.

11. **Inheritance.** Each party hereto hereby waives any and all right to inherit the estate of the other at his or her death or to take property from the other by devise or bequest, unless under a will executed subsequent to the effective date hereof, or to claim any family allowance or probate homestead, or to act as personal representative of the other, unless under a will executed subsequent to the effective date of this agreement.

12. **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 that which is described or distributed herein. 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.

13. **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.

14. **Incorporation Into Judgment.** 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 Judgment entered therein and to require each party to comply with all the terms thereof.

15. **Necessary Documents.** Each party shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intentions of this instrument, and shall do all things necessary to this end, within 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.

16. Access to Personal Property. Each party shall make available to the other party within 15 days of the date of this agreement, any personal property in the possession of such party that is awarded to the other party under the terms of this agreement.

17. 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.

18. Attorney Fees. Except as provided for herein, each party shall be responsible for his or her own attorney fees and costs incurred in this proceeding.

If any 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 fees, both in the trial and the appellate courts.

19. Effective Date. This agreement shall be effective as of the date of execution.

20. Partial Invalidity. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

21. Modification. No modification of this agreement shall bind either party unless reduced to writing and subscribed by both parties or ordered by a court.

22. Representation. This document was prepared by legal counsel for wife. Each of the parties hereto acknowledges that each has been represented by counsel or sought such legal or other advice as he or she deemed necessary during the negotiations on the drafting and execution of this agreement; that each party has thoroughly reviewed this agreement. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this agreement or any documents executed and delivered under this agreement.

23. Complete Agreement. Both parties acknowledge that no representations of any kind have been made to them other than the representations set forth herein. Both parties further acknowledge that this agreement contains all of the terms of the parties' agreement and constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement and three duplicate originals on the dates set forth below.

Laurie G. Adams  
LAURIE G. ADAMS

Ronald L. Adams  
RONALD L. ADAMS

STATE OF OREGON

County of Lane

Personally appeared before me Laurie G. Adams and acknowledged the foregoing agreement to be her voluntary act on the 14th day of July, 1989.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 5/22/91

STATE OF OREGON

County of Lane

Personally appeared before me Ronald L. Adams and acknowledged the foregoing agreement to be his voluntary act on the 13th day of July, 1989.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 6/22/91

## IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

In the Matter of the Marriage of: )

RONALD L. ADAMS, )

Case No. 15-89-01178

Petitioner, )

RELEVANT DATA

and )

LAURIE G. ADAMS, )

Respondent. )

HUSBAND: RONALD L. ADAMS  
Address: 825 Washington, #20  
Eugene, Oregon 97401  
Birthdate: June 16, 1949  
Age: 40  
Race: White  
S.S.N.: 564-82-8856  
Number of Marriages: 2nd

WIFE: LAURIE G. ADAMS  
Address: 875 Washington, #20  
Eugene, Oregon 97401  
Birthdate: May 16, 1955  
Age: 34  
Race: White  
S.S.N.: 540-70-1117  
Number of Marriage: 1st  
Place of Marriage: Klamath County, Oregon  
Date of Marriage: July 10, 1977

## MINOR CHILDREN OF MARRIAGE:

(Name) (DOB)

None

Attorney for Petitioner: Lynn Shepard, OSB #80107

Attorney for Respondent: John C. Gartland, OSB #77428

CASE NAME: Adams and Adams CASE NUMBER: 15-89-01178

## CHILD SUPPORT:

CREDITOR: \_\_\_\_\_ CREDITOR'S ATTORNEY: \_\_\_\_\_

DEBTOR: \_\_\_\_\_

( ) Amount of Support \$ \_\_\_\_\_

Per ( ) month ( ) week ( ) year

FOR: ( ) each for \_\_\_\_\_ children  
(how many children)( ) \_\_\_\_\_ only  
(name of singular child to receive support)( ) \_\_\_\_\_ children  
(how many children)

BEGINNING DATE OF SUPPORT PAYMENTS: \_\_\_\_\_

ENDING DATE FOR SUPPORT PAYMENTS: \_\_\_\_\_ ( ) per ORS 107.108

OTHER SUPPORT PAYMENT INFORMATION: \_\_\_\_\_

## SPOUSAL SUPPORT INFORMATION

CREDITOR: Laurie G. Adams CREDITOR'S ATTORNEY: John GartlandDEBTOR: Ronald L. Adams(X) Amount: \$625.00Per (X) month ( ) week ( ) year  
( ) other \_\_\_\_\_BEGINNING DATE OF SUPPORT: June 10, 1989FOR 24 MONTHSENDING DATE OF SUPPORT: May 31, 1991

INCREASE OF SUPPORT INFORMATION: \_\_\_\_\_

DECREASE OF SUPPORT INFORMATION: \$375.00 per month beginning October, 1990, through and including May, 1991.TERMINATION CONDITIONS: Said support shall terminate upon the death of eitherPetitioner or Respondent.

I, the undersigned, certify that the information in this summary accurately reflects the judgment.

Lynn Shepard  
Attorney for Creditor/ox Party Preparing JudgmentReturn to: Laurie Adams  
1313 Lincoln St #204  
Eugene, OR  
97401

11262

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL DOCUMENT CONSISTING OF  
PAGES, WHICH IS FILED IN  
THIS OFFICE AND OF WHICH I AM THE  
LEGAL CUSTODIAN.

DATED June 19 1990  
Circuit Court  
Lane County, Oregon  
By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.  
Filed for record at request of Klamath County Title Co. the 12th day  
of June A.D. 19 90 at 8:42 o'clock AM. and duly recorded in Vol. M90  
on Page 11250.  
By Evelyn Biehn County Clerk  
[Signature]

FEE \$88.00

TTSET