

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF KLAMATH

In the Matter of the Marriage of: )

Case No. 85-594 DI

JEREMIAH DAVID MCAULIFFE, )

Petitioner, )

DECREE OF DISSOLUTION  
OF MARRIAGE

and )

LANA JEAN MCAULIFFE, )

Respondent. )

THIS CAUSE is now ready for hearing on the merits, Petitioner appearing by and through his attorney, Michael L. Brant and Respondent appearing not and being in default.

IT APPEARS that the Court has jurisdiction of this matter; the allegations of Petitioner are true and that irreconcilable differences between the parties have caused the irremediable breakdown of their marriage; that no other domestic relations suit involving this marriage is pending in any Court; that the statutory ninety (90) day waiting period has elapsed; that Defendant has not answered and is in default; that the parties have entered into a child custody and property settlement agreement resolving all issues in this matter, a copy is attached hereto and by this reference incorporated herein as though fully set out in the Decree; now, therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the marriage of the parties is dissolved; that the date on which this decree becomes finally effective is February 28, 1987; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the  
DECREE OF DISSOLUTION OF MARRIAGE - Page 1

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ATTORNEY AT LAW  
325 MAIN STREET  
KLAMATH FALLS, OREGON 97601  
(503) 882-4653

31 JUN 8 4 21 PM

1 child custody and property settlement agreement executed by the  
2 parties resolving the custody and property issues in this matter  
3 is hereby accepted and ratified.

4 DATED this 28 day of January, 1987.

5  
6 H Richard C. Beesley  
7 Circuit Court Judge  
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1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF KLAMATH

3 In the Matter of the Dissolution )  
of the Marriage of: )

4 JEREMIAH DAVID MCAULIFFE, )

5 Petitioner, )

6 and, )

7 LANA JEAN MCAULIFFE, )

8 Respondent. )

Case No. 85-594 DI

CHILD CUSTODY, SUPPORT,  
AND PROPERTY SETTLEMENT  
AGREEMENT

9  
10 THIS AGREEMENT made and entered into by and between  
11 JEREMIAH DAVID MCAULIFFE, Petitioner, hereinafter referred to as  
12 husband and LANA JEAN MCAULIFFE, Respondent, hereinafter referred  
13 to as wife.

14 W I T N E S S E T H :

15 WHEREAS certain irreconcilable differences have arisen  
16 between husband and wife rendering it impossible to continue  
17 there relationship as husband and wife, and

18 WHEREAS Petitioner has filed his Petition in the  
19 Circuit Court for the State of Oregon for the County of Klamath,  
20 praying therein for a dissolution of the marriage of said husband  
21 and wife, together with other equitable relief, and

22 WHEREAS it is the mutual desire of the parties to  
23 settle and determine all matters pertaining to custody and  
24 support of their minor children and to the adjustment of the  
25 property rights in and to the accumulation of said parties  
26 without submitting these matters for determination; now,  
PROPERTY SETTLEMENT AGREEMENT - Page 1

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1 therefore,

2 IN CONSIDERATION of the mutual and reciprocal  
3 responsibilities of the parties each to the other to be  
4 performed, it is therefore agreed as follows:

5 1.

6 That the parties to this agreement agree to live  
7 seperate and apart each from the control of the other.

8 2.

9 There have been born issue of this marriage two  
10 children, namely, JERED MICHAEL MCAULIFFE, date of birth, August  
11 10, 1968, and KRISTINA LYNN MCAULIFFE, date of birth, June 28,  
12 1971. It is in the best interest of said minor children that  
13 husband be awarded the custody of JERED MICHAEL MCAULIFFE,  
14 subject to wife's reasonable visitation, and the custody of  
15 KRISTINA LYNN MCAULIFFE shall be awarded to wife, subject to  
16 husband's reasonable visitation. Wife shall not be required to  
17 contribute to the support of JERED MICHAEL MCAULIFFE. Husband  
18 shall not be required to contribute to the support of KRISTINA  
19 LYNN MCAULIFFE. Husband shall continue to provide hospital,  
20 medical, dental, and optical insurance coverage for the minor  
21 children of the parties to the extent that such coverage is  
22 available through husband's employment. Husband shall not be  
23 required to carry insurance coverage limits in excess of those  
24 presently provided.

25 3.

26 Husband shall be awarded the following free and clear  
PROPERTY SETTLEMENT AGREEMENT - Page 2

1 of all interest of wife, except as herein otherwise specifically  
2 provided. The certain real property described as Lot 1 Block 3,  
3 Terwilliger addition to the City of Merrill; the 1977 Chevrolet  
4 pickup, VIN CKL 247Z141390, bearing Oregon license number DLB  
5 592; the 1975 Tahiti boat, HI 23749, bearing Oregon license  
6 number OR 735JN; the 1975 Ciroux boat trailer, bearing Oregon  
7 license number UOO 4834; the checking and savings accounts  
8 presently in Petitioner's name; and all the household goods,  
9 furniture, furnishings, and appliances, except the console  
10 stereo, situated in and upon the real property described as Lot  
11 1, Block 3 Terwilliger addition to the City of Merrill, Klamath  
12 County, Oregon as of October 18, 1985, subject to all  
13 encumbrances on the above-described property, which husband shall  
14 satisfy and hold wife harmless therefrom. Wife shall have a  
15 mortgage on the real property which shall secure husband's  
16 Promissory Note to wife in a sum equal to 50% of the parties  
17 present equity in the real property. Said equity shall be  
18 determined by a real estate agent satisfactory to husband and  
19 wife. The note shall be due and payable at such time as husband  
20 sells the real property.

## 4.

21  
22 Wife shall be awarded the 1979 Ford Thunderbird  
23 automobile, free and clear of all interest of husband and husband  
24 shall fully pay and satisfy the encumbrance thereon according to  
25 the terms of that obligation and hold wife harmless therefrom.  
26 Wife shall also be awarded the console stereo.



1 5.

2 Husband shall be the successor trustee of that certain  
3 bank account in the First Interstate Bank, Merrill Branch,  
4 wherein wife is presently trustee for JERED MICHAEL MCAULIFFE.

5 6.

6 Wife shall be awarded the personal property which was  
7 in her possession on October 18, 1985.

8 7.

9 Wife shall pay and fully satisfy that certain  
10 indebtedness in the sum of approximately \$2,400.00, claimed by  
11 Carter-Jones Collection.

12 8.

13 Each of the parties shall be awarded there respective  
14 personal effects.

15 9.

16 Each of the parties shall pay there own respective  
17 attorneys fees and costs.

18 10.

19 IT IS MUTUALLY UNDERSTOOD AND AGREED that the terms of  
20 this agreement when executed constitute a full release of all  
21 claims of whatsoever nature the wife may have against the husband  
22 or the husband may have against the wife.

23 11.

24 IT IS FURTHER UNDERSTOOD AND AGREED that this agreement  
25 shall in no manner or way be by either party construed as and for  
26 consideration for dissolution of the marriage and that neither  
PROPERTY SETTLEMENT AGREEMENT - Page 4

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1 party shall be precluded from presenting his or her cause to the  
2 court for determination save and except as for such particulars  
3 as are set forth herein.

4 WITNESS WHEREOF the parties have set their hands this  
5 14<sup>th</sup> day of November, 1985.

6  
7 1st Jeremiah D. McAuliffe  
8 JEREMIAH DAVID MCAULIFFE  
9 Petitioner

10 STATE OF OREGON )  
11 ) ss.  
12 County of Klamath )

13 Before me this 14<sup>th</sup> day of November, 1985, personally  
14 appeared the above-named JEREMIAH DAVID MCAULIFFE, and  
15 acknowledged the foregoing instrument to be his voluntary act and  
16 deed.

17 ( S E A L )

18 1st Michael L. Brant  
19 Notary Public for Oregon  
20 My Commission Expires: 1-21-89

21 STATE OF OREGON )  
22 ) ss.  
23 County of Klamath )

24 Before me this 14<sup>th</sup> day of November, 1985, personally  
25 appeared the above-named LANA JEAN MCAULIFFE, and acknowledged  
26 the foregoing instrument to be her voluntary act and deed.

( S E A L )

1st Michael L. Brant  
Notary Public for Oregon  
My Commission Expires: 1-21-89

PROPERTY SETTLEMENT AGREEMENT - Page 5

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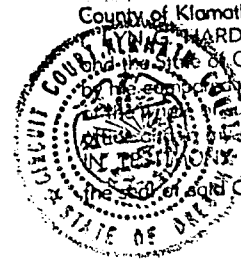
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Return: Lana J. McAuliffe  
Box 742  
Merrill, Or. 97633

STATE OF OREGON )

County of Klamath )



LYN G. HARDY Clerk of the Circuit Court of the County of Klamath  
do hereby certify that the foregoing copy has been  
compared with the original, and that it is a transcript therefrom, and  
such original as the same appears on file or of record in my  
office are in my care and custody.

WHEREOF, I have hereunto set my hand and affixed  
the seal of said Court, this 6 day of June A.D. 19 91  
LYN G. HARDY, Clerk of Court

By Cathy Gehring

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lana J. McAuliffe the 6th day  
of June A.D., 19 91 at 4:21 o'clock P.M., and duly recorded in Vol. M91  
of Deeds on Page 10689  
Evelyn Biehn, County Clerk  
By Pauline Mulindore

FEE \$63.00