mrc. 25971 Volom91 Page 21493 36066 Clark Only Address and Tolophone Humber of Alterney(s) TERRANCE JEROME TROUTT 721 BAYSWATER BURLINGAME, CALIFORNIA AUG 27 1970 EGISTERED 94010 MARVIN CHURCH, County Clerk UG 31 19 342-8754 Attorney(s) for Petitioner in pro per SAN MATEC SUPERIOR COURT OF CALIFORNIA, COUNTY OF ... CASE NUMBER In re the marriage of E. di -or 203491 TERRANCE JEROME TROUTT 50 Petitionen Sala na 614 and ç, INTERLOCUTORY JUDGMENT OF DISSOLUTION OF MARRIAGE CHERYL ANNE TROUTT 10 15, Respondents 10 Ð LYLE R. EDSON This proceeding was heard on August 27, 1976before the Honorable 2 (Date) VOL 45 1 Department No. The court acquired jurisdiction of the respondent on June 27, 1976 by Service of process on that date, respondent not having appeared within the time permitted by law. Service of process on that date and respondent having oppeared. EHL. AUG 27 1976 Respondent on that date having appeared. The court orders that an interlocutory judgment be entered declaring that the parties are entitled to have their marriage dissolved. This interlocutory judgment does not constitute a final dissolution of marriage and the parties are still married and will be, and neither party may remarry, until a final judgment of dissolution is entered, The court also orders that, unless both parties file their consent to a dismissal of this proceeding, a final judgment of jo dissolution be entered upon proper application of either party or on the court's own motion after the expiration of at least six months from the date the court acquired jurisdiction of the respondent. The final judgment shall include such other and further relief as may be necessary to a complete disposition of this proceeding, but entry of the final judgment shall not deprive this court of its jurisdiction over any matter expressly reserved to it in this or the final judgment until a final disposition is made of each such matter. It is further ordered that the care, custody and control of the minor children of the parties: Johnathan Lee Troutt, born October 18, 1969; Michael Charles Troutt, born May 30, 1971; be awarded to Respondent subject to the right of reasonable visitation which is hereby awarded to Petitioner. It is further ordered that Petitioner shall pay to Respondent the sum of \$85.00 per month per child, as and for child support, payable on the 20th day of each month, beginning June 20, 1976, and continuing until said child reaches the age of majority, or further of der of this court. Dated. Judge al the Superior Court INTERLOCUTORY JUDGMENT OF Form Adopted by Rule 1287 at Judicial Council of Co DISSOLUTION OF MARRIAGE Effective January 1, 1970 2710-34

for each child, Ferilioner shall carry and maintain medical and hospital insurance for the benefit of said child.

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In addition, during the term of the child support obligation, Petitioner shall carry and maintain a policy of insurance upon his life in the amount of \$20,000.00 and shall name as beneficiaries said minor children.

The Marital Settlement Agreement between the parties, dated August 22, 1976, a copy of which is attached hereto, is hereby approved and incorporated as apart of this Judgement, and the parties are hereby ordered to comply with each and every term of the agreement.

Petitioner is directed to pay Respondent the sum of \$5.00 per month, payable on the 20th day of each month, continuing until the death of either party, Respondent's remarriage, or June 20, 1981, whichever occurs first.

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MARITAL SETTLEMENT AGREEMENT

I, Terrance Jerome Troutt, Husband, and I, Cheryl Anne Troutt, Wife, agree as follows:

GENERALLY: We are now husband and wife. We were married on November 30, 1969, and separated on April 22, 1976. We make this agreement with reference to the following facts;

A. Children: There are the following minor children of the parties:

Johnathan Lee Troutt DOB 10/18/69 Michael Charles Troutt DOB 5/30/71

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Unhappy and irreconcilable differences have arisen between us which have caused the irremediable breakdown of our marriage, wherefore we now desire to settle our mutual rights and duties as follows hereafter in detail.

SEPARATION: We agree to live separately and apart, and, except for the duties and obligations imposed and assumed under this agreement, each shall be free from interference and control of the other as fully as if he or she were single. We each agree not to molest, interfere with or harass the other.

CUSTODY OF CHILDREN: III.

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The Wife shall have the care, custody and control of the minor children of the parties, subject to the right of the other spouse to visit said children at reasonable times and places.

SUPPORT OF CHILDREN: Subject to the power of the court to modify the same, Terrance Jerome Troutt shall pay to Cheryl Anne Troutt, as and for child support, the sum of \$85.00 per month per child, a total of \$170.00 per month, payable on the 20th day of each month, beginning on the 20th day of June, 1976, and continuing for each child until said child dies, marries, becomes selfsupporting, or reaches the age of 18, whichever occurs first.

In addition, during the term of the support obligation for each child, Terrance Jerome Troutt shall carry and maintain medical and hospital insurance for the benefit of said child, and also pay for dental expenses, to the extent of his ability to do so.

INSURANCE: Terrance Jerome Troutt shall carry and maintain a policy of insurance upon his life in the amount of \$20,000.00, and shall name as beneficiaries said minor children. VI. PAYMENTS TO WIFE: In consideration of the other terms of this agreement, Husband agrees to pay Wife the sum of \$5.00 per month, payable on the 20th day of each month, beginning June 20, 1976, and continuing until the death of either party, Wife's remarriage or at the completion of five years from the above date, whichever occurs first.

VII. PROPERTY TRANSFERRED TO WIFE: Husband transfers and quitclaims to Wife as her sole and separate property the following items:

 Home located at 1321 S. Delaware St. San Mateo, Calif., a single family dwelling 3 bedroom home situated on a lot 50' wide and 90' deep, for which Husband will be paid, by Wife, \$16,500.00, his share of equity, on or before 3 years from the final decree date.

1973 Opel station wagon, serial number (ID) OL15NC9879540

3. All household items or furnishings on the property

VIII. PROPERTY TRANSFERRED TO HUSBAND: Wife transfers and quitclaims to Husband as his sole and separate property the following items:

1. 1974 Kawasaki motorcycle, serial number(ID) K4010141. 2. Two acres of undeveloped forest land near Bend, Oregon

Block 1, Lot 119/Block 8, Lot 10

IX. DEBTS: Husband shall pay the following debts, and indemnify and hold the Wife harmless therefrom:

1. Land payments on land in Oregon.

2. Any and all bills on gasoline credit cards.

Wife shall pay the following debts, and indemnify and hold the Husband harmlesstherefrom:

1. Coleman color studios in San Mateo.

X. TAXES: The parties agree that:

Any tax refunds for the current fiscal year shall be distributed equally between the parties.

Any deficiencies for the current year shall be paid equally by the parties.

XI. EXECUTION OF INSTRUMENTS: Each agrees to execute and deliver any documents, make all endorsements, and do all acts which are necessary or convenient to carry out the terms of this agreement.

XII. APPROVAL BY COURT: In the event of a dissolution proceeding, this agreement shall be submitted to the court for approval-and-incorporation into the decree, and the parties shall, by the terms of the decree, be ordered to comply with all terms of this aggreement. Output the decree of the decree of the second terms of terms of the second terms of terms of

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 WARER: HARTEM, County Clerk at the allowe entitled County, and exatiness (Tesk of the Experior Count thereof) do betery cently that the foreacing is a full, true and context copy at the original on file in my office, and that I have catefully constanted the same with the migract.

These my head and seal of said Superior Court

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STAT STATE OF CALIFORNIA 88. COUNTY OF SAN MATEO

I, WARREN SLOCUM, County Clerk of the above entitled County, and ex-officio Clerk of the Superior Court thereof, do hereby certify that the foregoing is a full, true and correct copy of the original on file in my office, and that I have carefully compared the same with the original.

this LSY By TD-naty Clerk

XIII. DISCLOSURES: Each party has made a full disclosure to the other of his current finances and assets, and each enters into this agreement in reliance thereon.

XIV. BINDING EFFECT: This agreement, and each provision thereof, is expressly made binding upon the heirs, assigns, executors, administrators, representatives and successors of each party.

Augu t 22, 1976 Dated

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August 22, 1976 Dated

Return: Torrance Troutt

POBOX 792 Roseburg OR 97470

STATE OF OREGON, SS. County of Klamath

Filed for record at request of:

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