

JUL 1989		K-45283	TELEPHONE NO.	FOR COURT USE ONLY
D. DAVID STRINGER ATTORNEY AT LAW 301 E. Vanderbilt Way, Suite 210 San Bernardino, CA 92408		(714) 889-0061		ORIGINAL FILED AUG - 3 1989 COUNTY CLERK, CENTRAL DISTRICT SAN BERNARDINO COUNTY
ATTORNEY FOR (Name):		Petitioner LORNA D. MOORE		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO				
STREET ADDRESS: 351 North Arrowhead Avenue MAILING ADDRESS: Same CITY AND ZIP CODE: San Bernardino, CA 92415 BRANCH NAME: Central				
MARRIAGE OF PETITIONER: LORNA D. MOORE RESPONDENT: BENNIE E. MOORE CLAIMANTS: BRIAN ANN and DONG HWAN JIN		JUDGMENT ON RESERVED ISSUES <input type="checkbox"/> Dissolution <input type="checkbox"/> Status only <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Reserving jurisdiction over termination of marital status Date marital status ends:		CASE NUMBER: FL 72062

- Date: File No.: Civ. No.:
1. This proceeding was heard as follows: ☒ default or uncontested ☐ by declaration under Civil Code, § 4511 ☐ contested
- a. Date: Dept.: Rm.: ☐ Temporary judge
- b. Judge (name): ☐ Attorney present in court (name):
- c. ☐ Petitioner present in court ☐ Attorney present in court (name):
- d. ☐ Respondent present in court ☐ Attorney present in court (name):
- e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
2. The court acquired jurisdiction of the respondent on (date):
- ☐ Respondent was served with process ☐ Respondent appeared
3. THE COURT ORDERS, GOOD CAUSE APPEARING:
- a. ☐ Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
- (1) ☐ on the following date (specify):
- (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
- b. ☐ Judgment of legal separation be entered.
- c. ☐ Judgment of nullity be entered and the parties are declared to be unmarried persons on the ground of
(specify):
4. THE COURT FURTHER ORDERS:
- a. Jurisdiction is reserved to make other and further orders necessary to carry out this judgment.
- b. ☐ Wife's former name be restored (specify):
- c. ☐ This judgment shall be entered nunc pro tunc as of (date):
- d. ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
- e. Any payment for spousal or family support contained in this judgment shall terminate upon the death of the payee unless otherwise provided.
- f. ☒ Other (specify): SEE ATTACHMENT HERETO.

XEROX

5. Number of pages attached: 6

XX Signature follows last attachment

- NOTICE -

- NOTICE -**
1. Please review your will, insurance policies, retirement benefit plans, and other matters you may want to change in view of the dissolution or annulment of your marriage. Ending your marriage may automatically change a disposition made by your will to your former spouse.
2. A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.
3. If you fail to pay any court-ordered child support, an assignment of your wages will be obtained without further notice to you.

Keith will 18 yr. Aug 12.

11216

(1) Petitioner and Respondent shall be awarded joint legal custody of the parties minor children, namely KEITH R. MOORE, born August 13, 1973; LORRAINE D. MOORE, born November 1, 1979; and BEN E. MOORE, born June 26, 1981, with primary responsibility for the care, custody and control of the minor children to be with Petitioner/mother; however, Respondent/father shall have the physical care, custody and control of the minor children during the specific periods set forth below:

A. On the first weekend of each month from 9:00 a.m. on Saturday to 6:00 p.m. on Sunday. When period falls on a three day weekend, the third day is included.

B. On the third weekend of each month from 5:00 p.m. on Wednesday to 6:00 p.m. on Sunday.

C. Holidays.

1. Thanksgiving vacation, 1989, from 6:00 p.m. the last day of school before said vacation to 7:00 p.m. the day before school resumes and thereafter on alternate years.

2. The first portion of the Christmas school vacation in 1990, commencing 6:00 p.m. the last day of school before the vacation and ending at 11:00 a.m. Christmas Day, and thereafter on alternate years.

3. The second portion of the Christmas school vacation in 1989, commencing 11:00 a.m. Christmas Day to 7:00 p.m. the day before school resumes, and thereafter on alternate years.

4. The entire Spring school vacation in the year 1990, commencing 6:00 p.m. the last day of school before the vacation and ending at 7:00 p.m. the day before school resumes,

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1 and thereafter during the Spring vacation on alternate years.

2 5. On the children's birthdays in the year 1989,
3 and thereafter on alternate years.

4 6. Every Father's Day with father.

5 7. Every Mother's Day with mother.

6 C. Summer Vacations.

7 1. Respondent may have children for one (1) month
8 with written notice on or before May 1 of each year. Petitioner
9 may take children out of residential area for one (1) month
10 without regular visitation upon written notice on or before May
11 15 of each year.

12 D. The children shall be picked up at and returned to
13 their residence by Respondent for the periods set forth above.
14 Petitioner is ordered to have the children ready at the times set
15 forth above and to provide appropriate clothing. Respondent is
16 ordered to return the children, fed, at the times set forth above
17 and to return all clothing provided.

18 E. If Respondent fails to appear to pick up the
19 children within two (2) hours of the designated time, such party
20 shall be deemed to have given up rights to the children for that
21 specific custody/visitation period.

22 (2) The Respondent shall pay to Petitioner for the support
23 of the minor children \$400.00 per month, per child, for a total
24 of \$1,200.00 per month, payable one-half on the first and
25 one-half on the fifteenth days of each month, commencing
26 July 1, 1989 and continuing until each child dies, marries,
27 becomes emancipated, reaches 19 or reaches 18 and is not a
28 high-school student, or until further order of Court, whichever

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1 first occurs.

2 (3) Each party shall pay one-half of any medical,
3 hospitalization and/or dental expenses incurred on behalf of the
4 minor children which are not covered by insurance.

5 (4) The Court reserves jurisdiction over spousal support
6 for the benefit of both Petitioner and Respondent until the death
7 of either party, remarriage of party seeking support, or further
8 order of Court, whichever first occurs.

9 (5) Provisions for child and spousal support are based upon
10 current average gross monthly incomes for the parties as follows:
11 Petitioner, \$2,600.00; and Respondent, \$5,500.00.

12 (6) The Petitioner shall be awarded the following as her
13 sole and separate property:

14 a. Approximately 2.11 acres of vacant land in the
15 unincorporated area of the County of Riverside, further described
16 as follows:

17 Parcel No. 81 as shown by Record of Survey
18 Filed in Book 31, pages 34, 35 and 36 of
Records of Survey.

19 b. An undivided one-half interest as tenant in common
20 in a promissory note dated February 16, 1988, payable by
21 Claimants Brian Ann and Dong Hwan Jin in the principal amount of
22 Two Hundred Twenty-Six Thousand Three Hundred Eighty-Nine Dollars
23 (\$226,389.00) and secured by a deed of trust to real property
24 located in the County of Riverside, further described as follows:

25 Parcel 3 of Parcel Map No. 7889 as shown by Map
26 on file in Book 29, page 65 of Parcel Maps,
Records of Riverside County, California.

27 c. 1982 Jeep Cherokee, California license no:
28 Unknown;

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d. All household furniture, fixtures, appliances and goods in her possession;

e. Her clothing, personal effects and bank accounts in her name.

(7) The Respondent shall be awarded the following as his sole and separate property:

a. Approximately 160 acres of vacant land in the County of Klamath, State of Oregon, further described as follows:

The S41\2 SE-1/4 of Section 36, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, and Lots 1 and 2, Section 1, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

b. One-half interest in the promissory note referred to herein;

c. 1982 GMC pickup truck, California license no: Unknown;

d. All household furniture, fixtures, appliances and goods in his possession;

e. His clothing, personal effects, and bank accounts in his name.

(8) The Petitioner shall pay the following community obligations and hold the Respondent free and harmless therefrom:

a. Spiegel	approx bal \$1,400.00
b. First Bank	approx bal \$1,000.00

(9) The Respondent shall pay the following community obligations and hold the Petitioner free and harmless therefrom:

a. Bank of America Visa/Mastercard (2 accounts)	approx bal \$1,300.00
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1 (10) As security for the payment of support by Respondent to
2 Petitioner, Claimants Brian Ann and Dong Hwan Jin shall make all
3 payments of interest on the promissory note referred to herein,
4 as they become due, directly to Petitioner at such address as she
5 may from time to time designate in writing. One half of such
6 payments shall be credited toward the support obligation imposed
7 herein upon Respondent.

8 Payment of all or any part of the principal amount of such
9 promissory note on March 1, 1995, or at any time prior thereto,
10 shall be made only in accordance with further court order in this
11 action. Claimants are specifically enjoined and restrained,
12 pending further order of the court, from making any payment of
13 all or any portion of the principal amount due directly to either
14 Petitioner or Respondent.

15 (11) The parties agree that there is an arrearage in
16 Respondent's payment of child and spousal support, pursuant to
17 prior Court order, in the amount of \$30,000.00, which is now due
18 and payable. If not paid sooner, such sum shall be paid,
19 together with interest at the legal rate from July 1, 1989, from
20 the Respondent's share of principal payments on the promissory
21 note referred to herein. This provision is without prejudice to
22 any other manner or method of collection.

23 (12) Each of the parties shall pay their own attorney's
24 fees, expenses of litigation and court costs, excepting those
25 previously ordered on March 15, 1988.

26 (13) Each party is enjoined and restrained from:

27 a. Threatening, injuring, annoying, molesting or
28 harassing the other party to this action;

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b. Contacting the other at the residence or place of employment except regarding visitation or in an emergency.

Said restraining orders shall expire three (3) years from entry of judgment.

(14) Each of the parties shall execute forthwith all of the documents necessary to carry out the terms of this agreement.

(15) Parties waive Statement of Decision and any right to appeal.

WE AGREE TO THE FOREGOING.

Dated: 07/31/89

Dated: July 27, 1989

Lorna D. Moore
LORNA D. MOORE
Petitioner

Bennie E. Moore
BENNIE E. MOORE
Respondent

APPROVED AS TO FORM AND CONTENT.

Dated: 7/31/89

D. David Stringer
D. DAVID STRINGER
Attorney for Petitioner

IT IS SO ORDERED.

Dated: AUG - 3 1989

JOHN F. INGRO

JUDGE OF THE SUPERIOR COURT

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Klamath County Title co
on this 18th day of May A.D. 19 93
at 11:23 o'clock A M. and duly recorded
in Vol. M93 of Deeds Page 11215

Evelyn Biehn County Clerk
By Debbie Muesel
Deputy.

Fee, \$80.00

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