

66592

Vol. 93 Page 20900

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Herbert E Gallery 4126 Pinell St. Sacramento, CA 95838		TELEPHONE NO.: 916 925-5516
ATTORNEY FOR (Name): In Pro Per		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO		
STREET ADDRESS: 720 Ninth Street		
MAILING ADDRESS:		
CITY AND ZIP CODE: Sacramento, CA 95814		
BRANCH NAME:		
MARRIAGE OF		
PETITIONER: Herbert E. Gallery		
RESPONDENT: Ora B. Gallery		
JUDGMENT		
<input checked="" 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: 9-17-92		

FOR COURT USE ONLY

FILED

JUL 31 1992

By **D. McIntyre**
DEPUTY

CASE NUMBER:

900156

1. This proceeding was heard as follows: ☐ default or uncontested ☐ by declaration under Civil Code, § 4511 ☐ contested
 a. Date: **JUL 31 1992** Dept.: **E** Rm.: ☒ Temporary judge
 b. Judge (name): **MARK CUDNEY**
 c. ☒ Petitioner present in court ☐ Attorney present in court (name): **IN PRO PER**
 d. ☒ Respondent present in court ☐ Attorney present in court (name): **IN PRO PER**
 e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
 2. The court acquired jurisdiction of the respondent on (date): **3-16-92**
☐ 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): **9-17-92**
 (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):

Date: JUL 31 1992

5. Number of pages attached:

☐ Signature follows last attachment JUDGE PRO TEM

- NOTICE -

- 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.
- 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.
- If you fail to pay any court-ordered child support, an assignment of your wages will be obtained without further notice to you.

MARITAL SETTLEMENT AGREEMENT

We are HERBERT E. GALLERY, "Petitioner", and ORA B. GALLERY, "Respondent". We were married on April 28, 1956 , and separated on June 29, 1988. The Petitioner is not now pregnant and there are no minor children of the marriage.


Irreconcilable differences have caused the permanent breakdown of our marriage. We have made this agreement to settle once and for all what we owe to each other and what we can expect from each other. Each of us has acted honestly and in good faith in making this agreement. We have included everything we could think of in listing the properties, both real and personal, that we own and neither of us has held anything back. Each of us believes that the other has been open and honest in making this agreement.

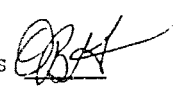
1. Petitioner hereby transfers and assigns to Respondent, as her sole and separate property, all of his right, title and interest in and to the following property:

a) Real property situated at 2938 Cortez Street, Klamath Falls, Oregon, Lots 15&16, Blk 12 Stewart Addition, subject to section 4(a) herein;

b) Ten acres of real property situated at Chilquin, Oregon, W2W2 NE4 NE4 Sec1. Twshp 34 Range 7.5, subject to section 4(b) and section 6 herein;

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c) Any and all net proceeds received by Respondent from the sale of the real property situated at Greensprings Drive, Klamath Falls, Oregon, subject to section 4(c) herein;

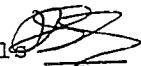
- d) 1979 Chrysler automobile, VIN #FH41G9G155056;
- e) 1964 Chevrolet van, VIN #4P362A132658;
- f) Miscellaneous glass collectibles and glass items;
- g) One 15 year old Cold Spot Freezer;
- h) One Kenmore electric clothes dryer;
- i) One 1940's era G.E. Radio;
- j) Two 1940's era cedar chests;
- k) One hospital bed;
- l) One Brunswick wind-up Victrola record player;
- m) One television set;
- n) Miscellaneous furniture; and,
- o) All personal property items currently in Respondent's possession.

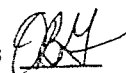
2. Petitioner shall assume, and hold Respondent forever harmless from the following debts:

- a) All liabilities and account balances incurred by Petitioner since the date of separation.

3. Respondent hereby transfers and assigns to Petitioner, as his sole and separate property, all of her right, title and interest in and to the following property:

- a) 1971 Chevrolet Pick Up truck, VIN #CE2413627141;
- b) 1972 AMC Javelin automobile, VIN #A2C797H195652;
- c) 1967 Chevrolet Impala automobile, VIN #1688772170476;

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- d) All automotive tools;
- e) All Roll Away Tool Boxes;
- f) Three automobile and truck repair manuals;
- g) Stack of 33 1/3 phonograph records;
- h) One electric sander/polisher;
- i) Three antique clocks;
- j) One antique crystal jar; and,
- k) All personal property items currently in Petitioner's possession.

4. Respondent shall assume, and hold Petitioner forever harmless from the following debts:

a) All liens, loans, encumbrances and obligations associated with said real property situated at 2938 Cortez Street, Klamath Falls, Oregon, Lots 15&16, Blk 12 Stewart Addition, subject to section 1(a) herein;


b) All liens, loans, encumbrances and obligations associated with said ten acres of real property situated at Chilquin, Oregon, W2W2 NE4 NE4 Sec1. Twshp 34 Range 7.5, subject to section 1(b) and section 6 herein;


c) All liens, loans, encumbrances and obligations associated with said real property situated at Greensprings Drive, Klamath Falls, Oregon, subject to section 1(c) herein; and,

d) All liabilities and account balances incurred by Respondent since the date of separation.

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5. Petitioner confirms to Respondent her community property interest in his Retirement Benefit Plan acquired through his employment with the United States Navy.

equal to 81%. *Respondent is entitled to one-half of 81% of the gross annual community property interest is*

6. Petitioner shall execute, and deliver to Respondent, a Power of Attorney, in favor of Respondent, as to said ten acres of real property situated at Chilquin, Oregon, W2W2 NE4 NE4 Sec1. Twshp 34 Range 7.5, subject to section 1(b) and section 4(b).

7. All other personal property belonging to the community has been divided equally between Petitioner and Respondent herein and has been agreed and accepted as a fair and equitable division.

8. Petitioner and Respondent hereby warrant that neither is now possessed of any community property of any kind whatsoever, other than that property specifically referred to herein. If it is later discovered that either party herein had control of, or disposed of by gift or conveyance, an undisclosed beneficial interest in any community property, such party shall pay to the other, at the other's election, either the market value of the warrantee's interest on the date of this agreement, or on the date the warrantor's ownership is discovered by warrantee, or on the date the gift was made. This stipulation shall not impair the availability of any other legal remedy.

9. Petitioner and Respondent hereby warrant to each other that they have not incurred, and hereby agree that each will not hereafter incur, any liability or obligation on which the other is, or may be, liable. If any claim or action is brought attempting to hold the other liable for any such liability or obligation, the

Initials *[Signature]*

Initials *[Signature]*

using your own copy, the number, 10, in paragraph 10, Q88

obligated party shall, at their sole expense, defend the other party against any such claim or action, whether or not well founded, and shall hold that party free and harmless therefrom.

10. Petitioner shall pay to Respondent, as and for spousal support, the sum of ~~\$1,040.00~~ ^{640.00}, per month, payable on the first day of each and every month, which Respondent acknowledges receipt of

the same since June of 1988, and shall continue until ^{the death of} Petitioner

~~starts receiving Social Security Benefits, at which time Petitioner~~

~~shall provide Respondent with so much of his monthly military~~

~~retirement income as necessary to equalize the monthly incomes of~~

~~both parties, giving consideration to Respondent's Social Security~~

~~Benefits and receipt thereof.~~


Petitioner knowingly and intelligently waives any right which


he may have for spousal support, and, in so doing, realizes that such right shall be forever lost. Additionally, Petitioner realizes that he may never in the future petition this court, or any other court of competent jurisdiction, for spousal support, and that the Court's jurisdiction over the issue of spousal support is hereby terminated as to Petitioner.

Petitioner acknowledges that he is aware of his rights to spousal support and has made such waiver for support free from fraud, undue influence, coercion, or duress of any kind.

11. Petitioner and Respondent each do hereby waive any and all right to claim or inherit the estate of the other at the time of death, or to take property from the other by devise or bequest,

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adjusted to 40.5% of gross military retirement pay, effective August 1, 1992, in the gross military retirement pay


or to act as personal representative of the other's estate unless by specific direction under a Will executed by either party at a time subsequent to this agreement.


12. This agreement, and each provision thereof, is expressly binding upon the heirs, assigns, executors, administrators, representatives and successors in interest of each party hereof.

13. Petitioner and Respondent shall each execute any and all documents, make all endorsements, and to do all acts which are necessary or convenient to carry out the terms and provisions of this Agreement.

14. In the event that either of the parties hereto shall be required to bring any action or proceeding to enforce any provision contained in this Agreement, or to enforce or modify any judgment or order made by a court in connection with this Agreement or the dissolution of the marriage of the parties, the party prevailing in such action or proceeding will be entitled to receive from the other such reasonable attorney's fees and other reasonably necessary costs in respect thereto as shall be fixed by the court. No action or proceeding shall be brought by either of the parties hereto without at least ten (10) days' written notice being given by the party intending to bring such action or proceedings, specifying wherein the other party is alleged to be in default and giving the opportunity to such party during such period to correct the alleged default.

15. Each party to this Agreement acknowledges and declares that he or she, respectively: .

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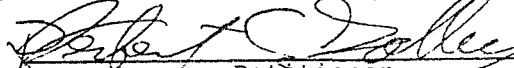
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- a) Is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both parties.
- b) Enters into this Agreement voluntarily after having the opportunity to receive the advice of independent counsel, free from fraud, undue influence, coercion, or duress of any kind.
- c) Has given careful and mature thought to the making of this Agreement.
- d) Has carefully read each provision of this Agreement.
- e) Fully and completely understands each provision of this Agreement.
- f) Petitioner and Respondent acknowledge that they each have the right to consult with an attorney.
- g) Petitioner and Respondent each waive their right to legal counsel.

Dated:

7-31-92

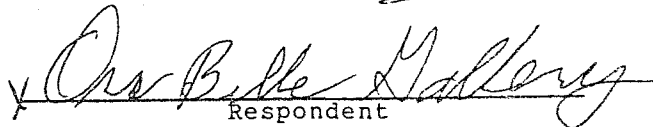
6/30/92



Petitioner

Dated:

7-31-92



Respondent

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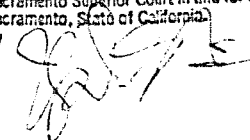


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The annexed instrument is a correct copy of the original on file in my office

Attest
Certified

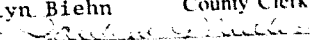
AUG 10 1993

Sacramento Superior Court in and for the County of
Sacramento, State of California
By  DEPUTY



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 20th day
of Aug A.D., 19 93 at 11:45 o'clock A M., and duly recorded in Vol. 493
of Deeds on Page 20900.

Evelyn Biehn County Clerk
By 

FEE \$ 70.00