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1993 SEP 15 AM 9:18  
CLERK OF COURT  
BY *[Signature]*

Return: Lillian K. Ebsen  
3820 Sturdivant St.  
Klamath Falls, OR 97603

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

In the Matter of the Dissolution  
of the Marriage of

DONALD L. EBSEN,

Petitioner,

and

LILLIAN K. EBSEN,

Respondent.

Case No. 9202214

JUDGMENT AND DECREE OF  
SEPARATION PURSUANT TO  
ORS 107.455 et seq

THIS MATTER came regularly for hearing on April 22, 1993. The Petitioner appeared in person and through his attorney, Gary L. Hedlund and Respondent appearing by and through her attorney, Douglas V. Osborne. The parties, through their attorneys advised the court that they had reached a stipulated settlement of all issues in this proceeding. The court thereafter inquired of the parties upon the record if they

GARY L. HEDLUND  
ATTORNEY AT LAW  
303 PINE STREET  
KLAMATH FALLS, OREGON  
97601  
883-3456

1 Judgment and Decree of Separation

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1 understood representations made by their respective counsel and  
2 the terms and conditions of their stipulated settlement and the  
3 court, after inquiry, was satisfied that both parties fully  
4 understood their rights and responsibilities in this matter and  
5 that they were satisfied with their representation by their  
6 respective attorneys; and  
7

8 The court finds that adequate grounds exists for the  
9 court to decree a legal separation between these parties  
10 pursuant to ORS 107.455 et seq; and that the parties were  
11 married on December 9, 1953 in Bitburg, Germany; and that there  
12 were two children born the issue of the marriage, both of whom  
13 have attained the age of majority and are financially self  
14 sufficient. The court further finding that there is no other  
15 domestic relations suit between the parties pending in this or  
16 in any other county or state.

17 NOW, THEREFORE, IT IS HEREBY ORDERED AND  
18 DECREED THAT:

19 1. The court hereby enters a decree of separation  
20 which legal separation shall continue to and including July  
21 23, 1994 at which time a supplemental decree of dissolution may  
22 be entered upon the application of either party.

23 2. The terms of the Property Settlement Agreement  
24 which is attached to this Decree are approved and each of the  
25 parties are ordered to comply with all of the terms and  
26 conditions contained therein.

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97601  
683-3456

3. There is no spousal support awarded in connection with this decree of separation.

4. Relevant data pertaining to this marriage is:

PETITIONER: DONALD L. EBSEN

Address: 1810 Cresent  
Klamath Falls, Or 97601

Age: 63 DOB: 4/27/30  
Social Security No.: 543-26-1973

RESPONDENT: LILLIAN KJAERULFF EBSEN

Address: 3820 Sturdivant  
Klamath Falls, Oregon 97603

Age: 63 DOB: 7/23/30

Social Security No.: 526-54-4840  
Maiden Name: Kjaerulff  
Former Married Names: None

Marriage Date: December 9, 1953  
Place of Marriage: Bitburg, Germany

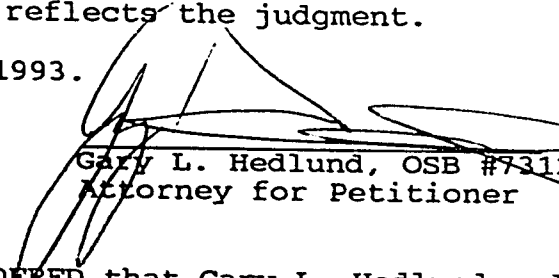
MONEY JUDGMENT-SUMMARY

NONE

ATTORNEY CERTIFICATION

The attorney for the judgment creditor, Gary L. Hedlund, certifies that the information set forth in the summary described above accurately reflects the judgment.

Dated: August 2, 1993.

  
Gary L. Hedlund, OSB #73129  
Attorney for Petitioner

IT IS FURTHER ORDERED that Gary L. Hedlund and Douglas V. Osborne are discharged as attorney of record.

GARY L. HEDLUND  
ATTORNEY AT LAW  
303 PINE STREET  
KLAMATH FALLS, OREGON  
97601  
883-3456

3 Judgment and Decree of Separation

1  
2 FORM APPROVED:

27492

3  
4 Douglas V. Osborne

5 ORDER

6 IT IS SO ORDERED this 15 day of August, 1993.

7  
8 Robert P. Newby  
9 Circuit Court Judge  
Hon. Robert P. Newby

10  
11 NOTICE OF INCOME WITHHOLDING:

12 The Support Order contained in this Decree is enforceable by  
13 income withholding under ORS 25.310. Withholding may occur  
14 whenever there are arrearages at least equal to the support  
15 payment for one month, or whenever the obligated parent requests  
16 such withholding. The District Attorney or, as appropriate, the  
17 Support Enforcement Division of the Department of Justice will  
18 assist you in securing such withholding.  
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GARY L. HEDLUND  
ATTORNEY AT LAW  
303 PINE STREET  
KLAMATH FALLS, OREGON  
97601  
883-1456

4 Judgment and Decree of Separation

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this 31 day of August, 1993 by and between DONALD L. EBSEN, hereinafter referred to as "Husband", and LILLIAN K. EBSEN, hereinafter referred to as "Wife".

EFFECTIVE DATE AND MODIFICATION

This Agreement shall become effective upon its approval by the Court in the above captioned proceedings.

Upon this Agreement becoming effective, it shall be final and binding upon the parties and may not be modified or terminated except by:

1. Operation of Law.
2. Any modification provisions specifically contained in this Agreement; or
3. Joint written Agreement between the parties signed by each.

The parties hereto acknowledge that:

1. They are husband and wife, having been married on the 9th day of December, 1953 in: Bitburg, Germany; and
2. There have been two children born the issue of this marriage, both of whom have attained the age of majority and are financially self sufficient.
3. During the term of the marriage, the parties acquired real and personal property; and
4. The marriage relationship has deteriorated so that irreconcilable differences have caused the irremediable breakdown of the marriage; and
5. The parties have elected to enter into a legal separation pursuant to the provisions of ORS 107.455 et seq, to determine with certainty their legal rights and responsibilities during the period of legal separation.

6. The parties do mutually desire by this instrument to make an irrevocable, equitable division of their real and personal property; now, therefore,

In consideration of the mutual promises, terms, covenants and conditions herein contained, the parties do hereby mutually agree as follows:

PROPERTY DIVISION

The parties agree that each should be awarded the following real and personal property and that each should be required to pay the bills, encumbrances and accounts designated:

PETITIONER: DONALD L. EBSEN

Real Property: NONE

Personal Property:

That the Petitioner, DONALD L. EBSEN, is hereby awarded as his sole and separate property, free of any claim, right, title or interest of the Petitioner, the following:

1. Those items of household goods, furniture and appliances now in his possession.

2. His apparel, personal effects and gifts.

3. All of the parties interest in that certain 1985 Ford pickup bearing Oregon License RUH 472, subject to any encumbrance thereon.

4. All the parties interest in the 1968 Shasta 17' travel trailer, owned by the parties and bearing Oregon license ~~R439319~~, subject to any encumbrance thereon.

5. All of the Petitioner's interest in his United States Air Force Disability Pension in the amount of \$164.00 per month, plus any future accruals to this disability pension.

6. All of the Petitioner's interest in his United States Air Force Pension and PERS Retirement Benefits except those portions awarded to the Respondent totalling \$800.00 per month which are more fully described below.

7. All Social Security Benefits payable to the Petitioner are hereby awarded to him and confirmed to him as his sole and separate property.

8. An organ.

9. A copy of the family video tape.

10. Photos of the family, including children and grand children.

RESPONDENT: LILLIAN K. EBSEN

That the Respondent, LILLIAN K. EBSEN, shall be awarded as her sole and separate property, free of any claim, rights, title or interest of the Respondent, the following:

Real Property:

All of the parties interest in that certain single family dwelling located at 3820 Sturdivant, Klamath Falls, Klamath County, Oregon, and more fully described as:

(See Exhibit A attached)

Personal Property:

1. Those items of household goods, furniture and appliances now in her possession, except those items awarded to the Petitioner above;

2. Her apparel, personal effects and gifts;

3. All of the parties interest in that certain 1990 Ford Tempo, bearing Oregon License RJF 897 subject to any encumbrance thereon;

4. A portion of Petitioner's PERS and Air Force Retirement Benefits totalling \$800.00 per month, plus future cost of living increases attributable to the portion awarded to the Petitioner. The payment of these sums shall commence on May 1, 1993 and shall be a direct payment from the Petitioner to the Respondent until such time as suitable qualified domestic relations orders have been prepared by Respondent's counsel and submitted to PERS and the US Air Force Retirement officials.

5. All Social Security Benefits payable to the Respondent are hereby awarded to her and confirmed to her as her sole and separate property.

OBLIGATIONS OF THE PARTIES

Petitioner agrees to maintain the Respondent as beneficiary on any National Service Life Insurance policies now in effect.

HOUSEHOLD AND FAMILY DEBTS

1. Each of the parties should pay their own attorneys' fees and costs incurred in this proceeding.

3 Property Settlement Agreement

2. Wife agrees to pay \$300.00 of the parties 1992 federal and state tax obligation and Petitioner agrees to pay the remainder.

3. Petitioner agrees to pay the balance due to Public Employees Federal Credit Union in the approximate amount of \$5,800.00 due and the balance due to VISA in the amount of \$1,300.00.

#### SPOUSAL SUPPORT

There shall be no spousal support due from either party to the other in connection with this settlement agreement.

#### NON-MODIFIABLE PROVISIONS

The provisions for division of property and for the payment of attorneys fees, family obligations and the lack of any provision for spousal support are intentionally made pursuant to the agreement of the parties. All of these provisions are non modifiable and have been acknowledged as such by each of the parties on the record.

#### RELEASE

Except as specifically provided herein, each of the parties releases the other from any and all claims or demands of whatsoever nature which either party has or may claim to have against the other growing out of or in any way connected with the marriage of the parties to each other and its subsequent dissolution, including but not limited to all claims for property, support, suit money, attorney fees, and costs. This agreement is intended to be, upon approval by the Court, A FULL BINDING AND COMPLETE FINAL PROPERTY SETTLEMENT between the parties except as specifically set forth herein.

#### WAIVER

The failure of either party to insist upon strict performance of any provision of this agreement shall not be deemed a waiver of any right to insist upon strict performance of such provision of this agreement at any time.

#### VOLUNTARY EXECUTION

Husband and wife each acknowledge that this agreement has been entered into on his or her own volition, with full knowledge of the factors and full information as to the legal rights and liabilities of each, and that each believes the agreement to be reasonable under all present and future circumstances.

NECESSARY DOCUMENTS

Husband and wife each shall, at the request of the other, execute, acknowledge and deliver any and all documents and instruments necessary to complete the transfer of property in accordance with this agreement and to give full effect to this agreement.

PURPOSE

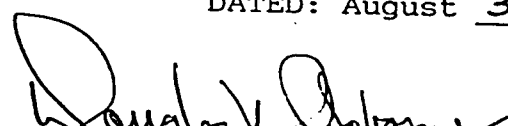
The purpose of this agreement is to facilitate an amicable understanding with respect to the various rights of the parties to this agreement for the advantage of both of said parties.


EFFECTIVE DATE AND BENEFIT

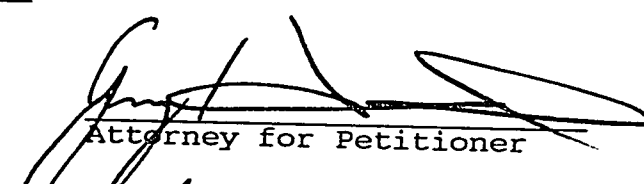
This agreement shall be binding upon husband and wife and their respective legal representatives, heirs, successors and assigns immediately upon execution hereof by both of said parties.

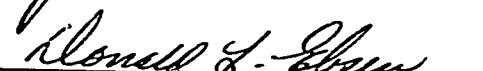
It is mutually agreed and understood that this agreement may be introduced and received into evidence in any marriage dissolution proceeding between the parties; that it shall be submitted to the Court for approval; that it shall become a part of any Decree of Dissolution of Marriage; and that each party shall comply with the terms thereof.

DATED: August 31, 1993.

  
Attorney for Respondent

  
Respondent

  
Attorney for Petitioner

  
Petitioner

STATE OF OREGON )  
 County of Klamath )  
 LYN G. HARDY Clerk of the Circuit Court of the County of Klamath  
 State of Oregon do hereby certify that the foregoing copy has been  
 compared with the original, and that it is a transcript therefrom, and  
 is a true and correct copy of such original as the same appears on file or of record in my  
 office in my care and custody.  
 TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
 of said Court, this 5 day of Oct A.D. 1993  
 LYN G. HARDY, Clerk of Court  
 By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of Lillian K. Ebsen the 20th day  
 of Oct. A.D., 19 93 at 1:26 o'clock P M., and duly recorded in Vol. M93  
 of Deeds on Page 27489.

FEE \$75.00

Evelyn Biehn - County Clerk

By [Signature]