

07-20-95 03:11 RCVD

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION
DEPARTMENT OF DOMESTIC RELATIONS

No. 50274

FILED
MARION COUNTY, OREGON

BURNICE M. GREWELL,

Plaintiff,

1961 APR 26 PM 1 57

v.

C. C. GREWELL,

Defendant.

H. C. MATTSON
COUNTY CLERK
BY ME DEPUTYDECREE

The above entitled suit having come on for trial before the Honorable Joseph B. Felton, on April 24, 1961, and the plaintiff appearing in person and by Ervin W. Potter of Rhoten, Rhoten & Speerstra, her attorneys herein; and the State of Oregon appearing by the District Attorney for Marion County, Oregon, through Mrs. Jena V. Schlegel, Deputy District Attorney; and the defendant appearing not, but making default, his default having heretofore been noted and entered by order of the Court, and

The Court having heard the testimony adduced by the plaintiff and being fully advised in the premises and concluding and so finds that the plaintiff is entitled to a decree as herein-after set forth,

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and they are hereby dissolved, set aside and forever held for naught, and the plaintiff is hereby granted an absolute divorce.

IT IS FURTHER ORDERED AND DECREED that the property settlement agreement between the parties hereto, a copy of which is attached hereto and marked Exhibit "A" and by reference made a part hereof, be and the same is hereby approved, ratified and confirmed and the parties are hereby ordered to comply with the

1 - DECREE

AFTER RECORDING RETURN TO:

Klamath County Title Co.

422 Main St.

Klamath Falls, OR 97601

Burnice Grewell
address unknownSEND TAX STATEMENTS TO: 1 to Esther Hunt Grewell
P.O. Box 137
Chemult, OR 97731

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1 terms, thereof.

2 IT IS FURTHER ORDERED AND DECREED that each of the
3 parties is awarded an undivided one-half interest as tenants
4 in common in and to the real property described as Tracts I and
5 II on page 2 of the property settlement agreement attached
6 hereto and by reference made a part hereof. It is further
7 ordered that the real property owned by the plaintiff in her
8 separate name be and it hereby is confirmed to her as her sole
9 and separate property.

10 IT IS FURTHER ORDERED the defendant be and he hereby
11 is awarded the GMC pickup owned by the parties, free from any claim
12 by the plaintiff, and the plaintiff is awarded free from any claim
13 by the defendant, the 1953 Mercury Station wagon owned by the
14 parties.

15 IT IS FURTHER ORDERED that neither party attempt to
16 enter into a contract of marriage with a third person until this
17 suit shall have been heard and determined on appeal, if an appeal
18 be taken and perfected, or, otherwise, prior to the expiration of
19 the period of six months from and after the date of this decree.

20 Dated at Salem, Oregon, this 26 day of April,
21 1961.

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25 Circuit Judge
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PAGE 2 - DECREE

Re: Grewell v. Grewell

Marion County Circuit Court No. 50274

1961 APR 24 PM 4 00

PLAINTIFFS EXHIBIT

FILE NO. 7274

FOR DEED ADMITTED

PROPERTY SETTLEMENT AGREEMENTH. C. MATTSCH
COUNTY CLERKBY DEPUTY

WHEREAS, BURNICE M. GREWELL, hereinafter known as the wife, and C. C. GREWELL, hereinafter known as the husband, are husband and wife, but are now living separate and apart, and

WHEREAS, the wife is instituting suit for divorce against the husband, and

WHEREAS, it is the desire of the parties hereto to settle their property rights.

NOW, THEREFORE, IT IS AGREED that this settlement agreement is in nowise intended to affect the rights of the parties to pursue or defend any suit for divorce and shall in nowise be construed as an agreement to obtain a divorce, but is intended to settle property rights by agreement.

IT IS FURTHER AGREED that the wife shall receive as her sole and separate property, free from any claim by the husband, her 1953 Mercury Station Wagon, her personal clothing and effects and the household goods and effects owned by the parties and now in her possession. The husband shall receive as his sole and separate property, free from any claim by the wife, his personal clothing and effects, the GMC Pickup and any marital property now in his possession.

IT IS UNDERSTOOD AND AGREED that the wife shall have confirmed to her as her sole property all real properties standing in her separate name and the husband shall make no claim to said properties. Each of the parties shall receive an undivided one-half interest in and to the real properties owned by the parties as

tenants by the entirety, said properties being more particularly described as follows, to wit:

TRACT I:

Lot 5 of KIELSMETTER ACRE TRACTS, according to the official plat thereof,

SUBJECT TO: Acreage and use limitations, assessments, liens, easements, water and irrigation rights, all pertaining to Enterprise Irrigation District; and liens, easements and regulations of the South Suburban Sanitary District, and servitudes of record or apparent on said lands.

TRACT II:

Lots 2 and 3, Block 7, CHEMULT, Oregon

ALSO, a tract in the NW-1/4SW-1/4 of Section 21, Township 27 South, Range 8 East, W.M., Klamath County, Oregon described as follows:

Beginning at the Northwest corner of Lot 3, Block 7, CHEMULT, Oregon; thence south 70°40' West along the Northerly line of Lot 3 extended and the Southwesterly line of the tract conveyed to Jane A. Priest by deed recorded Nov. 20, 1957, in Vol. 295, page 549, Deed Records, Klamath County, Oregon, 150 feet; thence Southeasterly parallel with the Westerly line of said Lots 3 and 2, Block 7, CHEMULT, 100 feet; thence Northeasterly on a Westerly projection of the South line of Lot 2, Block 7, Chemult, Oregon, 150 feet; thence Northwesterly along the Westerly line of Lots 2 and 3, Block 7, Chemult, Oregon, to the point of beginning.

SUBJECT TO:

Easement dated Oct. 1, 1934, recorded April 2, 1936, in Vol. 106, page 199, Deed Records, Klamath County, Oregon, in favor of L. G. Dawson & Mary Dawson, his wife, for right-of-way for underground pipe line for domestic water.

TOGETHER WITH the personal property described and referred to in that certain contract of sale dated July 12, 1960 between George Thomas Epperson and Virginia Mable Epperson, and C. G. Grewell and Burnice M. Grewell, purchasers.

IT IS UNDERSTOOD AND AGREED that any interest either party may hold at the time of his or her death in the property described above as Tract I and Tract II shall pass to the other party upon death and it is agreed that this agreement shall be an agree-

ment to make and maintain a good and sufficient will providing for the devise of said property and bequest of any personal property interest in said property.

This agreement is subject to confirmation and ratification by any court having jurisdiction of any divorce proceeding heretofore or hereafter filed by either of the parties hereto insofar as said agreement pertains to support of the parties.

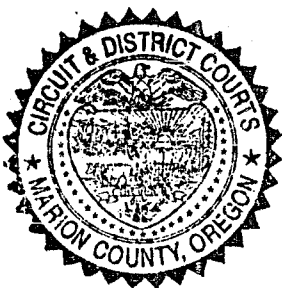
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of December, 1960.

Burnice M. Grewell
Burnice M. Grewell

C. C. Grewell
C. C. Grewell

18802

18802



STATE OF OREGON } ss.
 County of Marion
 The foregoing copy has been compared and
 is certified by me as a full, true and correct
 copy of the original on file in my office and in
 my custody.
 In Testimony Whereof, I have hereunto set
 my hand and affixed the seal of the
 Court on: JUL 18 1995
TRIAL COURT ADMINISTRATOR
 By: Bob Lane

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Klamath County Title _____ the _____ 20th _____ day
 of _____ July _____ A.D., 19 _____ 95 at _____ 3:11 _____ o'clock _____ P _____ M., and duly recorded in Vol. _____ 18797 _____
 of _____ Deeds _____ on Page _____
 By: Bernetha G. Litsch County Clerk

FEE \$55.00