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Vol. 1126 Page 17758FILED
STATE OF OREGON
CLERK OF COURT

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BY Sally Day

9/15/93

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

| | | |
|----------------------------------|---|--------------------|
| In the Matter of the Marriage of |) | NO. 9300544 CV |
| ELIZABETH ANN DUNN, |) | JUDGMENT OF |
| Petitioner, |) | DISSOLUTION OF |
| and |) | MARRIAGE AND MONEY |
| RAY DUNN, |) | JUDGMENT |
| Respondent, |) | |

THE MATTER having come before the Court. The Court being advised by the respective attorneys for the parties, Neal G. Buchanan for the Petitioner and Enver Bozgoz, for the Respondent that the parties had reached a settlement and entered into a Property Settlement and Custody Agreement incorporating the parties agreement and request that it be approved by this Court and incorporated in any Judgment of Dissolution of Marriage.

JUDGMENT OF DISSOLUTION OF MARRIAGE AND
MONEY JUDGMENT-Page 1

ENVER BOZGOZ
ATTORNEY AT LAW
1138 PINE STREET
KLAMATH FALLS, OREGON 97601
PHONE (503) 882-9503

1 It appearing that irreconcilable differences have made the
2 continuation of the marriage relationship impossible and that there
3 are four children born the issue of this marriage, namely: RACHEL
4 ANN DUNN, born November 14, 1976, JOSHUA RAY DUNN, born August
5 26, 1979, ISAAC DANIEL DUNN, born September 16, 1981 and ELIZABETH
6 ROSE DUNN, born June 11, 1986.

7 NOW THEREFORE,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage
9 contract now existing is dissolved; that this judgment becomes
10 fully and finally effective to terminate the marriage status of the
11 parties on the expiration of thirty (30) days from the date hereof,
12 to-wit: on the 15 day of October, 1993; and

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Property
14 Settlement and Custody Agreement entered into in writing by the
15 parties is approved by this Court, marked as Exhibit "AA"
16 and made a part of this Judgment; the parties are ordered to comply with its
17 provisions;

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner,
19 ELIZABETH ANN DUNN, is awarded the care, custody and control of
20 RACHEL ANN DUNN, born November 14, 1976 and ELIZABETH ROSE DUNN,
21 born June 11, 1986; Subject to the visitation rights of Respondent,
22 RAY DUNN, in accordance with the Uniform Visitation Schedule which
23 is attached to the Property Settlement and Custody Agreement and
24 marked as Exhibit "A".

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent,
26 JUDGMENT OF DISSOLUTION OF MARRIAGE AND
MONEY JUDGMENT-Page 2

1 RAY DUNN, is awarded the care, custody and control of JOSHUA RAY
2 DUNN, born August 26, 1979 and ISAAC DANIEL DUNN, born September
3 16, 1981; Subject to the visitation rights of Petitioner, ELIZABETH
4 ANN DUNN, in accordance with the Uniform Visitation Schedule which
5 is attached to the Property Settlement and Custody Agreement,
6 marked as Exhibit "A" and incorporated herein.

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Respondent,
8 RAY DUNN, shall pay the sum of \$74.46 per month per child, the
9 total sum of \$148.93 per month for the support of RACHEL ANN DUNN
10 born November 14, 1976 and ELIZABETH ROSE DUNN, born June 11, 1986,
11 commencing on the 1st day of September, 1993, and continuing on the
12 same day each month thereafter until each reaches the age of
13 majority, or to age 21 so long as they are attending school full
14 time as defined by ORS 107.108 (4). A copy of the Child Support
15 Calculations are marked as Exhibit "B" to the Property Settlement Agreement
and incorporated herein.

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
17 Respondent, RAY DUNN, shall pay to wife, the sum of \$1,500.00 per
18 month as spousal support for a period of seventy-eight (78) months,
19 from the date of entry of this judgment. The total sum to be paid
20 is \$117,000.00, and is not modifiable.

21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the real and
22 personal properties shall be distributed in accordance with the
23 parties agreement set out in the Property Settlement and Custody
24 Agreement.

25 JUDGMENT OF DISSOLUTION OF MARRIAGE AND
26 MONEY JUDGMENT-Page 3

Pursuant to law the following is made a part of this Judgment:
 Petitioner's present address is 5950 Alva, Klamath Falls,
 Oregon, she is 36 years of age, her Social Security Number is
 544-70-3167 and her maiden name was Mills.

Respondent's present address is 5861 South Sixth Street,
 Sp. 16, Klamath Falls, Oregon 97603, he is 68 years of age and
 his Social Security Number is 541-22-3224.

MONEY JUDGMENT

NAME OF JUDGMENT CREDITOR: ELIZABETH ANN DUNN

NAME OF JUDGMENT CREDITOR'S ATTORNEY: NEAL G. BUCHANAN

NAME OF JUDGMENT DEBTOR: RAY DUNN

CHILD SUPPORT JUDGMENT: Respondent, husband, shall pay the sum of
 \$74.46 per month per child, the total sum of \$148.93 per month for
 the support and maintenance of the two minor children of the
 parties, namely: RACHEL ANN DUNN, born November 14, 1976 and
 ELIZABETH ROSE DUNN, born June 11, 1986. Said child support
 payments to commence on September 1, 1993 to continue during the
 children's minority until each reaches the age of 18 years or
 becomes otherwise emancipated and thereafter to age 21 so long as
 they are attending school full time as defined by ORS 107.108 (4).
 Prejudgment interest: none

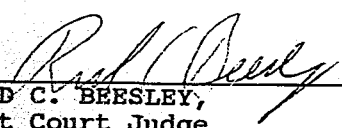
Post judgment interest: 9% per annum simple from date of accrual of each
 monthly installment.

SPOUSAL SUPPORT JUDGMENT: Respondent, husband, shall pay to

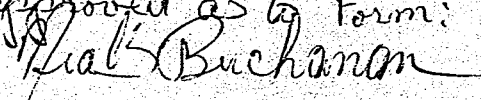
JUDGMENT OF DISSOLUTION OF MARRIAGE AND
 MONEY JUDGMENT-Page 4

1 Petitioner, wife, the sum of \$1,500 per month as spousal support
2 for a period of seventy-eight (78) months, from the date of entry
3 of this judgment. Prejudgment Interest: -0- Post Judgment Interest: 9% simple
4 from date of accrual of each monthly installment.

DATED this 15 day of September, 1993.


RICHARD C. BEESLEY,
Circuit Court Judge

8 Submitted by: Enver Bozgoz, OSB #66018
9 Attorney for Respondent

11 Approved as to Form:
12 
13

ENVER BOZGOZ
ATTORNEY AT LAW
1135 PINE STREET
KLAMATH FALLS, OREGON 97601
PHONE (503) 888-3505

PROPERTY SETTLEMENT AND CUSTODY AGREEMENT

THIS AGREEMENT made this 14th day of August, 1993, between ELIZABETH ANN DUNN, hereinafter referred to as "Wife", and RAY DUNN, hereinafter referred to as "Husband", both parties of Klamath Falls, Klamath County, Oregon.

WITNESSETH:

THAT the parties hereto are husband and wife and during their marriage have accumulated certain jointly held and individually held interest in certain real and personal property.

THAT in consequence of apparently irreconcilable differences the parties have separated and Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of the State of Oregon for Klamath County, Case No. 9300544 CV. Respondent, Husband has filed a Response in said suit. In consequence of said anticipated Dissolution of Marriage, the parties have privately discussed the matters involved and now wish to fully and fairly settle upon their respective rights to child custody, support obligations, visitation and property rights arising out of said anticipated dissolution of marriage suit.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. CHILD CUSTODY AND VISITATION

a) That subject to the approval of the Court, in the above mentioned dissolution of marriage proceedings, Wife shall have care, custody and control of RACHEL ANN DUNN, born November 14, 1976, and ELIZABETH ROSE DUNN, born June 11, 1986. Husband shall have visitation with the children in wife's custody in accordance with the Uniform Visitation Schedule, a copy of which is attached hereto, marked as Exhibit A and incorporated herein.

1 b) Husband shall have the care, custody and control of
2 JOSHUA RAY DUNN, born August 26, 1979, and ISAAC DANIEL DUNN, born
3 September 16, 1989. Wife shall have visitation with the children
4 in the husband's custody in accordance with the Uniform Visitation
5 Schedule, a copy of which is attached, marked Exhibit A and
6 incorporated herein.

7 2. CHILD SUPPORT: Husband shall pay to Wife, the sum of
8 \$74.46 per month per child, for a total of \$148.93 per month for
9 the support and maintenance of the two minor children of the
10 parties in wife's custody, namely: RACHEL ANN DUNN, born November
11 14, 1976, and ELIZABETH ROSE DUNN, born June 11, 1986. Said child
12 support payments to continue during said children's minority,
13 until each reaches the age of 18 years or becomes otherwise
14 emancipated and to age 21 so long as they are attending college
15 full time as defined by ORS 107.108(4). A copy of the child
16 support Calculations are marked as Exhibit B, which are attached
17 hereto and incorporated herein.

18 3. SPOUSAL SUPPORT: Husband agree to pay to Wife as and for
19 spousal support the total sum of \$117,000.00, such sum to be
20 payable at the rate of \$1,500.00 per month for a period of
21 seventy-eight (78) months from date of entry of judgment in this
22 matter. Should Husband decease, the remaining balance owing on
23 the said spousal support shall remain as a valid and subsisting
24 claim as against the estate of Husband. Should Wife decease, such
25 sum shall remain as a valid and subsisting claim of Wife's estate
26 as against Husband. The amount of such spousal support shall not
27 be modifiable as a result of subsequent change in circumstances,
28 especially including remarriage of either of the parties, or a

change in either of the parties monthly income.

4. REAL AND PERSONAL PROPERTIES

A) Husband shall have and take as his sole and separate property free and clear of any interest of Wife the following properties:

i) A life estate in the real property and residence located at 5950 Alva, Klamath Falls, Oregon, more particularly described as follows:

Lot 18, Madison Park, Klamath County, Oregon (upon the death of husband the real property and residence shall be exclusively the property of Wife.)

ii) His personal clothing, gifts, mementos, photographs and jewelry

iii) The 1988 GMC pickup, Oregon License No. NYX-433, ID#2GTGK39NJI550431

iv) The 1977 ALJO travel trailer, License No. R525416, 1, ID#76810625K

v) Land located in Reno, Nevada, which is described in Exhibit C, which is attached and incorporated herein.

vi) Any interest in the Dunn and McClannahan partnership

vii) Proceeds of the contract for sale of business in Bend, Oregon, dated February 3, 1992, between Ray Dunn and Elizabeth Dunn and Jill Green.

viii) Promissory note from Shari Lafferty, which payments are being received through Pioneer Escrow Company of Pendleton, Oregon.

ix) All bonds

x) The silver bullion

1 xi) Those certain items of household furniture,
2 furnishing and appliances, listed on Exhibit D, attached hereto
3 and incorporated by this reference herein as if fully set forth

4 B) Wife shall have and take as her sole and separate
5 property, free and clear of any interest of Husband, the following
6 real and personal properties:

7 i) The fee interest (subject to the life estate
8 hereinabove granted to Husband) in the real property residence
9 located at 5950 Alva, Klamath Falls, Oregon, more particularly
10 described as follows:

11 Lot 18, Maidson Park, Klamath County, Oregon

12 ii) Her personal clothing, gifts, mementos, photographs
13 and jewelry

14 iii) The 1975 Sequoia mobile home of the parties, bearing
15 License No. X122467, ID#2450290S2949

16 iv) 1990 GMC pickup, Oregon License No. QXS-923,
17 ID#2GETC19K6L1546009

18 v) Those certain items of household furniture,
19 furnishings, fixtures and appliances from the parties' residence,
20 more particularly described on Exhibit E, attached hereto and by
21 this reference incorporated herein as if fully set forth.

22 5. OBLIGATIONS AND ENCUMBRANCES: Each of the parties
23 share be responsible to assume and to pay those certain
24 obligations and encumbrances as follows:

25 TO BE PAID BY HUSBAND:

26 i) The obligation owing to the Oregon Department of Veterans
27 Affairs, secured by encumbrance as against the real property
28 civilly described as 5950 Alva Street, Klamath Falls, Oregon,
falling due during his lifetime.

ii) One half of the obligation owing on that certain U.S.

9B/ - PROPERTY SETTLEMENT AND CUSTODY AGREEMENT -4

1 National Bank Visa Card, bearing Account No. 4833-0100-014451-25

2 iii) All of the obligations owing, or encumbrances upon,
3 property awarded to Husband, pursuant to paragraph 4(A) hereinabove.

4 TO BE PAID BY WIFE:

5 i) All obligations owing, or encumbrances upon, property
6 awarded to Wife, pursuant to paragraph 4(B) hereinabove.

7 ii) One half of the obligation owing on that certain U.S.
8 National Bank Visa Card, bearing Account No. 48330100-014451-25

9 6. CONTRACT TO MAKE WILL: The parties agree that Husband
10 shall make and execute a Will, providing in relevant part for
11 appointment of a Personal Representative who is either an attorney
12 at law, licensed to practice in the State of Oregon, or a
13 corporate entity entitled to administer estates. In addition,
14 husband agrees that he will prepare and execute a Will which
15 provides that his net estate shall be distributed, share and share
16 alike as among Rachel Ann Dunn, Elizabeth Rose Dunn, Joshua Ray
17 Dunn and Isaac Daniel Dunn, each as to an undivided one fourth
18 interest.

19 7. ATTORNEYS FEES: Each of the parties are to pay their own
20 attorneys fees. Husband shall pay his attorney's fees to his
21 attorney and Wife shall pay her attorney's fees to her attorney.

22 8. TRANSFER DOCUMENTS: Each party hereto acknowledges that
23 he and she have read the foregoing instrument, fully understands
24 the same, and that same is fair and equitable and is a complete
25 disposition of their property rights, and may be approved by any
26 court of competent jurisdiction in any dissolution action between
27 the parties. Each party covenants and agrees to and with the
28 other that he and she will promptly execute any documents which
may be necessary to carry out the provisions of this agreement,
including deeds, bills of sale, and other conveyances which may be

1 presented by the other, and that neither party shall make any
2 other or further claims against the other, except as herein
3 provided.

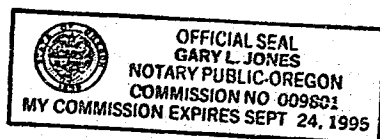
4 9. RIGHT TO DEFEND: Neither party hereto acknowledges fault
5 in the deterioration of the marriage contract and each reserves
6 the right to appear and defend any such suit for dissolution on
7 the merits. Each agrees to and with the other that this agreement
8 may be incorporated and be made a part of any decree resulting
9 from any such dissolution.

10 10. MODIFICATION: This agreement shall inure to the benefit
11 of and be binding on successors and assigns and may not be
12 modified or changed other than by further agreements of the
13 parties in writing. No waiver of any breach of either party to
14 this agreement, or the terms of this agreement, shall be deemed a
15 waiver of any subsequent breach. The terms and provisions of this
16 agreement shall become effective upon the signing thereof.

17 Ray Dunn
18 HUSBAND

17 Elizabeth Ann Dunn
18 WIFE

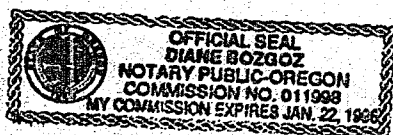
19 SUBSCRIBED AND SWORN to before me this 14 day of August,
20 1993, by Elizabeth Ann Dunn.



24
25
26

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-24-95

27 SUBSCRIBED AND SWORN to before me this 14 day of August,
28 1993, by Ray Dunn.



32
33
34

NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-22-96

EXHIBIT D

Dunn and Dunn

Case No. 9300544 CV

1. Couch
2. Loveseat
3. Rocker
4. Two end tables
5. Coffee table
6. Antique Oriental cabinet
7. Three lamps
8. "Antique" commode
9. Table and six chairs
10. Washer and dryer
11. Refrigerator
12. Stove
13. Freezer
14. Couch in family room
15. Recliner in family room
16. Rocker in family room
17. Gun cabinet and guns
18. The boys' bedroom furniture (to be held by Husband until the minor boys shall attain the age of majority, at which point said furniture shall become the property of the said child)

EXHIBIT D

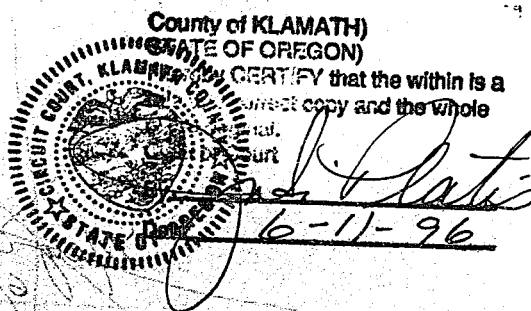
EXHIBIT E

Dunn and Dunn

Case No. 930544 CV

1. China cabinet and contents
2. Piano
3. Microwave oven
4. Silverware
5. Two drawer dresser in living room
6. Two drawer dresser in master bedroom
7. Pictures in residence
8. VCR and tapes
9. TV in living room
10. TV in Rachel's room
11. Little safe in master bedroom closet
12. Two antique chairs (in storage)
13. Tent
14. Baby furniture (in storage)
15. Elizabeth's swimming pool and swing set
16. Freezer (in garage)
17. Closet (in garage)
18. Brown recliner
19. Smith and Wesson .38 pistol
20. Queen bed in master bedroom
21. Wife's life insurance policy with Life Investor's Insurance Company of America, bearing Policy No. FI-001-561001-010IF266817.
22. The girls' bedroom furniture (to be held by Wife until the minor girls shall attain the age of majority, at which point said furniture shall become the property of the said child)
23. The life insurance policy on the life of Rachel Ann Dunn, with Life Investor's of America for the benefit of the said minor child until she shall attain the age of 18 years.

NOTE: Husband may use Rachel's thirteen piece bedroom set until his demise



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 14th day
 of June A.D., 19 96 at 9:16 o'clock A M., and duly recorded in Vol. M96
 of Deeds on Page 17758

FEE \$90.00

Bernetha G. Lisch, County Clerk

By Suzette Rutledge