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Vol 196 Page 36345

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CIRCUIT COURT OF THE STATE OF OREGON

FOR LANE COUNTY

BY \_\_\_\_\_

96 NOV 19 P1:04

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

In the Matter of the Marriage of )

THOMAS PAUL ADAMS, )

Petitioner, )

and )

TAMARA D. ADAMS, )

Respondent. )

Case No. 15-95-07225

DEFAULT ORDER:  
JUDGMENT AND DECREE OF  
DISSOLUTION OF MARRIAGE

THIS MATTER coming on regularly before the Court upon the Motion and Affidavit of Petitioner for a Dissolution of Marriage, and the Respondent having been served, and having subsequently filed a Withdrawal of Appearance and Consent to Default, which default is hereby entered of record; and the Court having considered the evidence presented and being fully advised in the premises;

The Court finds as follows:

A. Petitioner was a resident of the State of Oregon for a period of six months continuously prior to the filing of the Petition herein.

JUDGMENT & DECREE OF DISSOLUTION - Page 1

ENTERED DEC 22, 1995

1 B. The parties herein were married on the 18th day of  
2 April, 1993.

3 C. There are no children born as issue of this marriage.

4 D. Respondent was duly served, appeared, and has withdrawn  
5 that appearance, and consented to a default herein, which default  
6 is hereby entered of record.

7 E. There is certain property of the parties over which the  
8 Court will take jurisdiction, and will distribute to the parties.

9 F. Petitioner is currently earning the sum of \$2,800.00 per  
10 month. The Respondent is currently earning the sum of \$1,750.00  
11 per month.

12 G. There are irreconcilable differences between the parties  
13 which have led to the irremediable breakdown of the marriage.

14 I. Those facts required by ORS 107.085(3) are set forth in  
15 Exhibit "1", attached hereto and by this reference incorporated  
16 as though fully set forth.

17 J. There is no domestic relations suit involving this  
18 marriage pending in any other county of this or any other state.

19 K. Respondent is not a person in the military service of  
20 the United States or any of its allies, and is not subject to the  
21 provisions of the Soldier's and Sailor's Relief Act. Respondent  
22 is neither a minor or incapacitated person.

23 L. Petitioner is entitled to a waiver of the ninety day  
24 waiting period due to the emotional and financial strain on the  
25 parties and the resolution of all issues herein. Said ninety day  
26 waiting period has been waived by the Court in this matter.

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1 The Court having fully and carefully considered and reviewed  
2 the findings of fact as set forth above, and being fully advised  
3 in the premises;

4 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
5 as follows:

6 1. MARRIAGE IS DISSOLVED. The marriage of the parties is  
7 hereby dissolved, effective on the 22 day of January,  
8 1996.

9 2. REMARRIAGE. The parties are precluded from remarrying  
10 for a period of thirty (30) days from the date this judgement is  
11 signed, or any appeal therefrom, whichever is later, except to  
12 one another.

13 3. REAL PROPERTY. The parties are the owners of two  
14 parcels of real property. The Petitioner is hereby awarded the  
15 real property located in Klamath County, more particularly  
16 described in Exhibit 2, attached hereto. The Respondent is  
17 hereby awarded the real property located at 1326 Buck Street,  
18 Eugene, Oregon, in Lane County and more particularly described in  
19 Exhibit 3, attached hereto. Each property is awarded subject to  
20 the outstanding encumbrances thereon, and the respective parties  
21 assume and shall hold the other harmless with respect to the  
22 relative encumbrances. The Respondent, pursuant to agreement  
23 between the parties, will continue to pay the electrical bill for  
24 the Klamath County property until such time as she gives written  
25 notice to the Petitioner that she will no longer do so.

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1 Each party represents to the other that, to their knowledge,  
2 they have placed no liens upon the parcels of real property owned  
3 by the parties. However, if, as a result of any action by either  
4 party, any has been placed against any of the real property  
5 parcels owned by either of the parties herein, the party  
6 responsible for incurring the lien, or allowing it to be  
7 incurred, shall remove that lien and obtain a satisfaction  
8 thereof, no later than February 1, 1996.

9 4. PROPERTY DIVISION. The Petitioner shall pay to the  
10 Respondent the sum of \$7,500, to repay sums borrowed from the  
11 separate property of the Respondent during the marriage. Said  
12 sum shall be paid directly to the Respondent on or before January  
13 2, 1996 from the Petitioner's retirement fund held by Concorde  
14 Financial/Shelton Turnbull Printers. The balance of any funds  
15 requested by the Petitioner from the Plan Administrator may be  
16 disbursed to Petitioner directly or as he may direct in writing.

17 This Judgment and Decree constitutes a full and final  
18 settlement and resolution of all issues between the parties and  
19 shall be binding upon the parties, their heirs and assigns.

20 5. SPOUSAL SUPPORT. Due to the brevity of the marriage of  
21 the parties, neither shall be entitled to spousal support herein.

22 6. INCOME TAX RETURNS. It is ordered that the parties will  
23 file a joint income tax return for state and federal income taxes  
24 for the year 1995. Refunds, if any, shall be evenly divided  
25 between the parties.

26 7. PETITIONER'S PROPERTY. Petitioner is awarded, free and  
27  
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1 clear of any interest of the Respondent, and will hold Respondent  
2 harmless and indemnify Respondent from any indebtedness on the  
3 personal property currently in his possession. Petitioner is  
4 awarded any and all bank accounts and retirement accounts, or the  
5 balances thereof, held in his name. Petitioner is also awarded  
6 the funds from sale of the 1967 Ford Pickup of the Petitioner,  
7 said proceeds to be applied to any outstanding obligations on the  
8 Klamath County real property parcels.

9 8. RESPONDENT'S PROPERTY. Respondent is awarded, free and  
10 clear of any interest of the Petitioner, and will hold the  
11 Petitioner harmless and indemnify Petitioner from any liability  
12 thereon, the 1993 Nissan Pickup, her retirement accounts and bank  
13 accounts held in her name, together with any other personal  
14 property currently in her possession, unless listed in Exhibit 4,  
15 free and clear of any claim of the Petitioner.

16 9. ATTORNEY FEES. Each party shall remain responsible for  
17 their own attorney fees herein.

18 10. DEBTS AND LIABILITIES. Petitioner shall be solely  
19 responsible for debts and obligations and shall hold harmless the  
20 Respondent thereon for any debts incurred by him after July 12,  
21 1995.

22 Respondent shall be solely responsible for debts and  
23 obligations and shall hold harmless the Petitioner for any debts  
24 incurred by her after July 12, 1995.

25 The extra property tax refund received by the parties from  
26 the State of Oregon, in the sum of \$174.57 shall be applied to  
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1 insurance on the mobile home located in Klamath County and the  
2 balance, if any, shall be applied to the Petitioner's credit card  
3 indebtedness for payments due during the month of December, 1995.

4 11. NECESSARY DOCUMENTS AND CONVEYANCES. Each party shall  
5 execute any and all documents necessary to effectuate the intent  
6 of this judgement, including documents of conveyance, within  
7 fifteen (15) days from the entry hereof, and in the event that  
8 either party shall fail to do so, this judgement shall operate to  
9 convey title to the party to whom such property is awarded.

10 12. DELIVERY OF PERSONAL PROPERTY. Each party shall  
11 deliver to the other party, within thirty (30) days of entry of  
12 decree herein, that personal property awarded to the other.

13 13. There is currently a restraining order in effect in an  
14 abuse prevention proceeding, Lane County Case No. 15-95-06548.  
15 Petitioner agrees to dismiss that proceeding upon execution of  
16 this Decree by the Court and delivery to her of the Petitioner's  
17 Power of Attorney to allow the Respondent to negotiate and sell  
18 the real property of the parties located at 1326 Buck Street,  
19 Eugene, Lane County, Oregon, as well as the 1993 Nissan, 1984  
20 Ford, and 1967 Ford of the parties.

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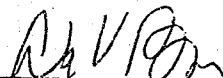
1 14. Respondent's former name of Tamara D. Barnes shall be  
2 restored to her.

3 15. MONEY JUDGMENTS.

4 Creditor's Name : Tamara D. Adams  
5 Creditor's Attorney : None  
6 Judgment Debtor : Thomas Paul Adams

7 Amount of Judgment : \$7,500, to be paid on or  
8 before January 2, 1996.

9 DATED this 22 day of December, 1995.

10   
11 Circuit Court Judge

12 PREPARED AND SUBMITTED BY:

13 James A. Palmer, OSB #75295  
14 Attorney for Petitioner  
15 44 West Broadway, Suite 403  
16 Eugene, OR 97401  
17 (541) 343-8281  
18  
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1 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

2 In the Matter of the Marriage of

3 THOMAS PAUL ADAMS,

4 Petitioner,

) Case No. 15-95-07225

5 and

) RELEVANT DATA

6 TAMARA D. ADAMS,

7 Respondent.

8  
9 HUSBAND: Name:

THOMAS PAUL ADAMS

Residence:

1770 Bertelson, Apt. 46B

10 Date of Birth:

Eugene, OR 97402

11 Age:

August 26, 1963

12 Race:

32

Social Security Number:

White

No. of this Marriage:

487-82-9129

1st

13 WIFE:

Name:

TAMARA D. ADAMS

Maiden Name:

Barnes

14 Former Legal Names:

Davy

15 Residence:

1326 Buck Street

Date of Birth:

Eugene, OR 97402

16 Age:

November 4, 1954

17 Race:

40

Social Security Number:

White

No. of this Marriage:

541-68-9167

2nd

18 PLACE OF THIS MARRIAGE:

19 Stateline, Douglas County  
Nevada

20 DATE OF THIS MARRIAGE:

April 18, 1993

21 CHILDREN OF THIS MARRIAGE:

22 None

23  
24  
25  
26  
27  
28 RELEVANT DATA - Exhibit "1"



2607-15-11930, KBY 163619, 56184

WET K-47824 10-3

WAYNE F. GREGORY AND MELVA J. GREGORY, AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON.

conveys and warrants to

TOM ADAMS and TAMARA BARNES ADAMS, husband and wife

, Grantor,

the following described real property situated in

free of encumbrances except as specifically set forth herein, to-wit: KLAMATH

County

OR

, Grantee,

LOT 7 IN BLOCK 12, TRACT 1042, TWO RIVERS NORTH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Together with a 1977 Conco 4 Mobile Home, X136184  
Vehicle ID 2977333930

KNOW ALL MEN BY THESE PRESENTS, That ROBERT W. JONES and CHRISTINA J. JONES, tenants by the entirety

in consideration of FIVE THOUSAND SEVEN HUNDRED FIFTY, Grantor  
to paid by the Grantee herein, do hereby grant, bargain, sell and convey unto THOMAS P. ADAMS and TAMARA D. ADAMS, husband and wife Dollars,

Grantee the following described real property, situate in the County of KLAMATH and State of Oregon, to-wit:

Lot 25, Block 8, TWO RIVERS NORTH, TRACT NO. 1042, according to the official plat thereof in file in the office of the County Clerk of Klamath County, Oregon

Set - Oregon Trust Deed Series - TRUST DEED (Assignment Restricted)

2007-15-11930, KBY 163619, 56184

## TRUST DEED

THIS TRUST DEED, made this 7TH day of NOVEMBER, 1984, between THOMAS P. ADAMS and TAMARA D. BARNES ADAMS, Husband and Wife, as Grantor, and BEND TITLE COMPANY, as Trustee, and ENNIS WHITE, as Beneficiary.

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:  
Lot 30, Block 8, Tract No. 1042, TWO RIVERS NORTH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

36354

MAR 18 1994 1932R

ELT-17943

FORM 100-721 - BANCING AND SALE OF REAL ESTATE

ELEGANT AND LIT 000

9420168

KNOW ALL MEN BY THESE PRESENTS, That Thomas Paul Adams

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Thomas Paul Adams and Tamara D. Barnes Adams equally, with rights hereinafter called grantees, and unto grantees' heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Lane, State of Oregon, described as follows, to-wit:

Lot 3, Block 1, Mark "J" Park, as platted and recorded in Book 60, Page 6, Lane County Oregon. Plot recorded in Lane County Oregon.

2001MAR.18\*94MO3FEC 5.00

2001MAR.18\*94MO3FUND 10.00

2001MAR.18\*94MO3FUND 20.00

IN SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

To Have and to Hold the same unto the said grantees and grantees' heirs, successors and assigns forever.

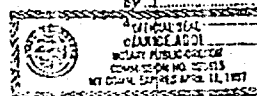
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10,000.00 (Ten thousand dollars only)

However, the actual consideration consists of or includes other property or value given or provided which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.036.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 15 day of March, 1994. If a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CONSULT WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPLICABLE LAWS AND TO DETERMINE ANY LIMITS ON LAWS OR AGAINST PRACTICES OR FOREST PRACTICES AS DEFINED BY ORS 30.021.

STATE OF OREGON, County of LaneThis instrument was acknowledged before me on March 15<sup>th</sup>, 1994.by Thomas Paul AdamsThis instrument was acknowledged before me on 19.

John K. H.  
Notary Public for Oregon  
My commission expires 4/11/97

STATE OF OREGON.

Thomas Paul Adams  
1326 Buck St  
Eugene, OR 97402  
Thomas Paul Adams  
1326 Buck St  
Eugene, OR 97402  
Thomas P. Adams  
1326 Buck  
Eugene, OR 97402

State of Oregon,  
County of Lane,  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument has been recorded for record.

10 MAY 94 11:12  
1932R

Lane County Official Records  
Lane County Clerk

This instrument  
is on the  
15<sup>th</sup>  
of March  
1994  
at 11:12 AM  
Lane County Clerk

Exhibit 3

## Exhibit 4

## Personal Property of Petitioner

Trailer  
 Barbecue  
 Construction Books  
 Wicker Couch from his Mother  
 All Clothes  
 Pots & Pans (T-Fall) from his Mother  
 Couch (had before Marriage)  
 Television (Had prior to Marriage)  
 VCR (from his father)  
 Television stand and home stereo  
 2 chairs in attic (give him by his parents)  
 All quilts his parents gave him  
 Trunk and coffee table mother gave him  
 Truck insured in his name - 67 Ford  
 Maple Dresser  
 Tools & Tool Boxes (Before Marriage)  
 Sears Framing Saw  
 Dewalt Cordless Drill  
 Sears Drill  
 Pots and Pans that came with Trailer  
 Guitars and Amps  
 Plants  
 Weigh Scale  
 Old Iron  
 Maple Dresser  
 Brass Bucket  
 Desk & Contents  
 Night Stand with Blue Paint Trim  
 Jackalope Lamp  
 Picture Mt. Bachelor  
 Box of CDs and Albums - Had prior to marriage

CERTIFIED TO BE A TRUE COPY OF THE  
 ORIGINAL DOCUMENT CONSISTING OF  
 16 PAGES, WHICH IS FILED IN  
 THIS OFFICE AND OF WHICH I AM THE  
 LEGAL CUSTODIAN.  
 DATED: 11/14/96  
 Circuit Court, Klamath County  
 L. G. Letsch, Clerk

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 19th day  
 of November A.D., 19 96 at 1:04 o'clock P.M., and duly recorded in Vol. M96  
 of Deeds on Page 36345.

FEE \$60.00

Lernetha G. Letsch, County Clerk

By Kathleen Biss