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FILED
OREGON JUDICIAL DEPT
WASHINGTON COUNTY

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF WASHINGTON

Family Law Department

In the Matter of the Marriage of)

BARBARA J. BONDS,)

NO. C96-1921DR

Petitioner,)

and)

GARY S. BONDS,)

STIPULATED JUDGMENT AND
DECREE OF DISSOLUTION
OF MARRIAGE

Respondent.)

The above entitled matter having come on regularly before the court, based upon the Stipulation of the parties to this Judgment, and the Marital Settlement Agreement that was signed by the parties on December 16, 1996, and the court being fully advised in the premises, now, therefore, the Court hereby makes these:

FINDINGS OF FACT

1. Petitioner (wife) and respondent (husband) were residents of the State of Oregon at the time this suit was commenced and for a period of six months thereto;
2. The parties were married on July 18, 1965, in San Rafael, California;

Page 1 - STIPULATED JUDGMENT AND DECREE OF DISSOLUTION OF
MARRIAGE

IRA L. GOTTJES
Attorney at Law
260 American Bank Building
211 W. Marion Street
Portland, Oregon 97201

100-

3. There have been three children born of this marriage, who are all legal adults, and wife is not now pregnant;

4. There are irreconcilable differences between the parties to this marriage contract, and these differences have led to an irremediable breakdown of their marriage;

5. There is no domestic relations suit involving this marriage pending in any other court in this or any other state;

6. Those facts required by ORS 107.085(3) are set forth below:

PETITIONER	: BARBARA J. BONDS
RESIDENCE	: 19170 SW Oak Street, Aloha, OR
SOCIAL SECURITY NUMBER	: 550-62-5337
AGE	: 51 years; DOB 10/18/44
MAIDEN NAME	: BURKETT
RESPONDENT	: GARY S. BONDS
RESIDENCE	: 15945 SW Landcaster Wy #31, Beaverton, OR
SOCIAL SECURITY NUMBER	: 552-54-0356
AGE	: 54 years; DOB: 06/24/41
DATE AND PLACE OF MARRIAGE	: 07/18/65; San Rafael, California

The court having carefully reviewed the Findings of Fact as set forth above, and being fully advised in the premises,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND

Page 2 - STIPULATED JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE

1 DECREEED as follows:

2 1. The marriage of the parties is dissolved, and the marriage relationship
3 shall terminate on the 13 day of ^{Feb}January, 1997.

4 2. The Marital Settlement Agreement that was signed on December 16,
5 1996 is attached hereto as Exhibit A and is hereby incorporated into this Judgment as
6 though fully set forth herein. Each party is directed to comply with all of the terms of the
7 Agreement.
8

9 3. The court shall retain jurisdiction over the Domestic Relations Order
10 which divided the PERS account in paragraph 4 of the Marital Settlement Agreement for
11 the purpose of obtaining and maintaining a qualified status of that order.
12

13 4. Wife shall have judgment against husband in the sum of \$66,800. The
14 judgment is payable at the rate of \$400 per month beginning on the first day of
15 December, 1996 and continuing on the first day of each month thereafter until paid. The
16 judgment shall bear no interest if timely paid. If not timely paid, each late payment shall
17 incur interest at the rate of 9% from the due date until paid.
18

19 **MONEY JUDGMENT (ORCP 70)**

20
21 **5. Property Division Judgment.**

22 (a) The judgment creditor is BARBARA BONDS, and the attorney
23 for the creditor is MARIA SOSNOWSKI.

24 (b) The judgment debtor is GARY BONDS.

25 (c) The attorney for the judgment debtor is NONE.
26

(d) Judgment is in the amount of \$66,800 pursuant to paragraph 4 above. The judgment is due at the rate of \$400 per month beginning December 1, 1996 and continuing on the first day of each month thereafter until paid.

(e) There is no prejudgment interest.

(f) Post-judgment interest shall accrue at 9% per annum from each payment which is not timely paid.

DATED this 14 day of January, 1997.

Certified To Be A True And
Correct Copy Of The Original

Date 7-2-97
TRIAL COURT ADMINISTRATOR
Washington County

John B. Lewis
CIRCUIT COURT JUDGE Pro tem

John B. Lewis

SUBMITTED BY [Signature]

APPROVED AS TO FORM:

Maria Sosnowski
MARIA SOSNOWSKI, OSB 97302
Attorney for Petitioner

Gary Bonds
GARY BONDS, Respondent, pro se

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

Family Law Department

In the Matter of the Marriage of)

BARBARA J. BONDS,)

NO. C96-1921DR

Petitioner,)

and)

GARY S. BONDS,)

MARITAL SETTLEMENT
AGREEMENT

Respondent.)

THIS AGREEMENT is made and entered into between petitioner

BARBARA J. BONDS (Wife) and Respondent GARY S. BONDS (Husband).

RECITALS:

1. The parties were married on July 18, 1965 in San Rafael, California and ever since have been and now are husband and wife.
2. There have been three children born of this marriage. The children are all adults. Further, wife is not pregnant.
3. Irreconcilable differences have arisen between the parties which have

1 caused the irremediable breakdown of their marriage.

2 4. The parties desire by this Agreement to make a permanent, complete,
3 and final adjustment and settlement between them of all issues in the above-entitled
4 proceeding and all of their legal rights and obligations to one another which have arisen
5 by reason of their marriage.
6

7 **AGREEMENT:**

8 **1. WARRANTY OF MUTUAL DISCLOSURE.**

9 The parties warrant to each other that they have disclosed all assets and
10 obligations of the parties or of either of them within their knowledge and that they have
11 not unreasonably overstated or understated the value of any asset or the amount of any
12 obligation. They further warrant that they have not transferred or placed in the hands of
13 any other person under express or implied agreement, trust, or understanding any asset of
14 the parties without full disclosure each to the other.
15
16

17 **2. REAL PROPERTY AWARDED TO WIFE.**

18 Wife is awarded as her sole and separate property, free and clear of any
19 right, title or interest of husband, and subject to any and all encumbrances thereon, which
20 wife agrees to assume and pay, and from which she agrees to indemnify husband and
21 hold him harmless, except as otherwise specifically mentioned, the following real
22 property: Real property located at 19170 SW Oak Street, Aloha, Oregon, the legal
23 description of which is:
24
25

26 Lot 13, TEE-JAY, County of Washington, State of Oregon.

3. REAL PROPERTY AWARDED TO HUSBAND.

Husband is awarded as his sole and separate property, free and clear of any right, title or interest of wife, and subject to any and all encumbrances thereon, which husband agrees to assume and pay, and from which he agrees to indemnify wife and hold her harmless, except as otherwise specifically mentioned, the following real property: Real property located at Conestoga Road, #82, LaPine, Oregon, the legal description of which is:

Block 4, Lot 3, WAGON TRAIL ACREAGES #2, County of Klamath, State of Oregon.

Husband shall execute a will wherein he bequeaths this property, together with all furnishings and furniture, to the three children resulting from his marriage to wife, and their lineal descendants if deceased, to share by right of representation. Husband retains the right to sell this property for fair market value in an arms length sale at any time.

4. RETIREMENT ACCOUNTS

Each party is awarded any IRAs in their separate name.

Wife is awarded her deferred compensation accounts at Valic and Aetna, as well as any interest she may have in the Tri-Met/ATU 757 Pension Plan.

Husband's PERS account number 187678, Social Security number 552-54-0356, is awarded as follows: Wife shall be awarded 25% of husband's total monthly benefit when he retires. Husband must select option 2, and must name wife as the

1 irrevocable death beneficiary. Husband shall name wife and no one else as the death
2 beneficiary for his 75% of the monthly benefit that he receives in addition to the 25% that
3 she receives. Wife shall name husband and no one else as the death beneficiary for the
4 25% of the monthly benefit that she receives. Wife will begin receiving monthly benefits
5 when husband retires and begins receiving his.
6

7 Upon the death of either party, the survivor will get 100% of all benefits in
8 the form of pension, annuity, retirement allowance, disability benefit, death benefit,
9 refund benefit, or any other benefit, and will be paid monthly for the lifetime of the
10 survivor. In the event that husband begins to receive disability benefits, wife shall
11 receive 25% of that monthly benefit.
12

13 In the event that husband terminates employment under a PERS employer
14 and receives a withdrawal of his account balance prior to retirement, the parties shall
15 equally divide the total value of husband's account balance at the time of withdrawal.
16 Wife shall be responsible for paying to have a Domestic Relations Order prepared that is
17 in conformance with this provision.
18

19 5. DEBTS

20 Husband shall assume and pay the following liabilities and shall hold wife
21 harmless therefrom:
22

23 1. The three student loans which are serviced by Sallie Mae, account
24 number 550-62-5337.
25

26 2. The Neighbor's of Woodcraft loans, if any.

2. The MasterCard, account number 532-904-193-601-4304, which is in his sole name.

Wife shall assume and pay the following liabilities and shall hold husband harmless therefrom:

1. The William Ford loan, number DLG03798

2. The Visa, account number 4833-0102-4103-7815, which is in her sole name,

3. The balance still owing on the property taxes for Wagon Trail tax years 1993-1995 after applying the 1995 income tax refund.

6. PROPERTY DIVISION JUDGMENT

Wife shall have a judgment against husband in the amount of \$66,800, for property division. This judgment shall be payable at the rate of \$400 per month, beginning on the first day of December, 1996, and continuing on the first day of each month thereafter for a period of 13 years and 11 months. This judgment shall bear no interest if timely paid. If not timely paid, each unpaid payment shall incur interest at the statutory rate of 9% from the due date until paid. Husband may prepay this judgment at any time.

7. SPOUSAL SUPPORT

Neither party shall pay spousal support to the other party.

8. PERSONAL PROPERTY

Each of the parties is awarded the personal property, including but not

1 limited to furniture, furnishings, appliances, and equipment in his or her possession,
2 except as may be stated in this Agreement. Each party is also awarded any checking,
3 saving, certificate of deposit, mutual fund, or other bank account which is in their name.

4
5 **9. VEHICLES AND BOATS**

6 Wife is awarded the 1991 Toyota Corolla, subject to the encumbrance
7 thereon which she shall assume and pay and hold husband harmless therefrom. Wife is
8 also awarded the 1979 Bayliner Cabin Cruiser, Title number A0385181, Hull number
9 BLBC 17VS0379. Husband is awarded the 1994 Ford Pickup, subject to the
10 encumbrance thereon which he shall assume and pay and hold wife harmless therefrom.
11 Husband is also awarded the fishing boat and motor.

12
13 **10. TAXES**

14 The parties have filed jointly for tax year 1995, and are expecting a refund.
15 The refund shall be applied to the property taxes owing on the Wagon Trail property
16 which is awarded to husband.

17
18 **11. POST-SEPARATION LIABILITIES**

19 The parties shall assume any and all liabilities incurred by them subsequent
20 to their separation. The party assuming such debt shall indemnify the other for any
21 amounts he or she might be forced to pay thereon.

22
23 **12. ATTORNEY FEES, COSTS AND DISBURSEMENTS**

24 Each party shall pay his or her own attorney fees, costs and disbursements
25 incurred herein.

1 **13. LIFE AND DISABILITY INSURANCE**

2 Both parties shall jointly purchase term life and disability insurance to
3 insure payment of the Bank of America loan and indemnify each other from any loss
4 arising from the jointly held Bank of America loan number 6001-8062.
5

6 **14. NECESSARY DOCUMENTS.**

7 No later than 30 days after the entry of the dissolution judgment, each party
8 shall execute whatever documents may prove necessary or desirable to accomplish the
9 foregoing. All personal property shall be transferred to or picked up by the party to
10 whom it was awarded within 30 days of entry of the dissolution judgment.
11

12 **15. INCORPORATION INTO DISSOLUTION JUDGMENT.**

13 At any hearing on any domestic relations suit between them, each party
14 shall ask the court to approve, ratify and confirm this Agreement, to incorporate it into
15 any dissolution judgment entered therein, and to require each party to comply with all of
16 the terms thereof.
17

18 **16. RELEASE OF RIGHTS.**

19 The parties acknowledge that the provisions of this Agreement are fair,
20 adequate and satisfactory. Except as otherwise provided herein, each party does hereby
21 release the other from any liabilities, debts or obligations of every kind and character
22 heretofore incurred and from any and all claims and demands, including all claims of
23 support and maintenance as husband and wife, it being understood that this Agreement is
24 intended to settle the rights of the parties in all respects.
25
26

1 **17. RIGHT TO CONTEST**

2 Nothing herein contained shall limit the right of either party to contest any
3 domestic relations suit between them or to file a countersuit against the other party, but in
4 any hearing on such suit, this Agreement shall be considered a full and complete
5 settlement of all property rights between the parties and, in such case, neither party shall
6 maintain any claim or demand whatsoever against the other party for property, support,
7 suit money, or attorney fees not provided in this agreement.
8

9 **18. INTEGRATION**

10 This Agreement sets forth the entire agreement between the parties with
11 regard to the subject matter thereof. All prior agreements, covenants, representations or
12 warranties, expressed or implied, oral or written, with respect to the subject matter hereof
13 are contained herein. All prior or contemporaneous conversations, negotiations, possible
14 and alleged agreements, representations, covenants and warranties with respect to the
15 subject matter herein are waived, merged and superseded hereby. This is an integrated
16 agreement.
17
18

19 **19. NON-USE OF OTHER'S CREDIT**

20 Neither husband nor wife shall hereafter incur any debts or obligations
21 upon the credit of the other and each shall indemnify, defend and hold the other
22 absolutely harmless from any debtor obligation so charged or otherwise incurred.
23
24

25 **20. APPLICABLE LAW**

26 This Agreement shall be construed as being governed in accordance with

1 the laws of the State of Oregon.

2 **21. SEVERABILITY.**

3 In the event that any of the provisions of this Agreement are deemed to be
4 invalid or unenforceable, that provision shall be severed from the remainder of the
5 agreement so as to not cause the invalidity or unenforceability of the remainder of this
6 agreement. All remaining provisions of this agreement shall then continue in full force
7 and effect. If any provision shall be deemed invalid due to its scope or breadth, such
8 provision shall be deemed valid to the extent of the scope and breadth permitted by law.
9

10 **22. BINDING ON THE SUCCESSORS.**

11 Each and every provision hereof shall inure to the benefit of and shall be
12 binding upon the heirs, assigns, personal representatives and all other successors in the
13 interest of the parties.
14

15 **23. DEATH OF EITHER PARTY.**

16 Should either party die before signing, executing or delivering any
17 document, writing or other instrument, this instrument shall, by its force, affect the
18 allocation and apportionment of all property under this agreement.
19

20 **24. WAIVER OF BREACH/MODIFICATION.**

21 The waiver of any breach, or the failure to insist upon strict compliance by
22 either party of the terms of this Agreement shall not be deemed a waiver of any
23 subsequent breach or failure to comply. No modification of this Agreement shall be
24 binding upon either of the parties unless reduced in writing and subscribed by both of the
25
26

parties or ordered by the court.

25. LITIGATION.

If any suit, except for the pending domestic relations action, or other proceeding or appeal from a decision is instituted to establish, obtain or enforce any right resulting from this agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, such additional sums as the court may adjudge reasonable as attorneys fees, both in the trial and appellate court.

26. ADEQUATE REPRESENTATION.

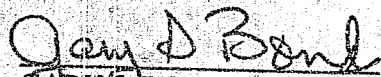
Husband and wife each expressly acknowledge that they have been adequately represented by counsel, or had the right to do so, during these proceedings and fully understand their respective rights and liabilities.

27. PARAGRAPH HEADINGS.

The headings of particular paragraphs are inserted only for convenience, and are not a part of this Agreement or a limitation of the scope of the particular paragraph to which it refers.

28. EFFECTIVE DATE.

This Agreement shall become effective and binding upon the parties immediately upon the execution of this Agreement.

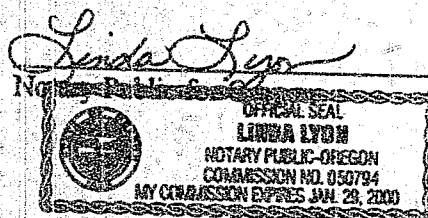

GARY S. BONDS, Husband
Date: 12/14/96

Barbara J. Bonds
BARBARA J. BONDS, Wife

Date: 12-16-96

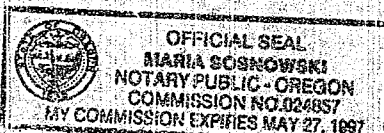
STATE OF OREGON)
) ss.
County of ~~Multnomah~~)
Washington

Personally appeared before me the above-named Gary Bonds
and acknowledged the foregoing to be his voluntary act and deed.



STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me the above-named Barbara Bonds, and
acknowledged the foregoing to be her voluntary act and deed.



Maria Sosnowski
Notary Public for Oregon

Page 11 - MARITAL SETTLEMENT AGREEMENT

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ira L. Gottlieb the 15th day
of July A.D., 19 97 at 9:21 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 22069.

FEE \$100.00 Return: Ira L. Gottlieb
621 S.W. Morrison St. By Bernetha G. Lutsch, County Clerk
Portland, Or. 97205-3861 Kathleen Rose