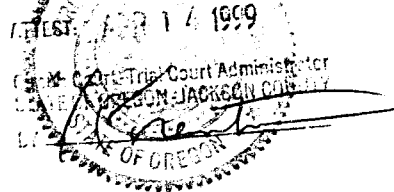


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This instrument is a correct copy of the original on file in this office. *filed up front in Euro SAM*



10 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY

11 In the Matter of the Marriage of:)

12 STEPHANIE KRIS SHULTS,)

13 Petitioner,)

Case No. 96-3813-D-2

14 and)

15 BRYAN JAMES SHULTS,)

STIPULATED DECREE OF
DISSOLUTION OF MARRIAGE

16 Respondent.)

17)

18 **THIS MATTER** having come before this Court upon Stipulation
19 of the parties endorsed hereon, the Court having reviewed the
20 same and being fully advised in the premises, hereby:

21 **FINDS**, that the parties were married in the City of Medford,
22 County of Jackson, State of Oregon, on June 18, 1983, and have
23 been since that time and now are husband and wife; that both
24 parties hereto are residents and inhabitants of the State of
25 Oregon, and have been such residents for a period of more than

26 Stipulated Decree of
Dissolution of Marriage - Page 1
(wpdocs\S\Shults9)

FILED & RECORDED

ALLIANCE AT LAW
TELEPHONE (541) 776-6075
200 WEST TENTH STREET P.O. BOX 1716
MEDFORD, OREGON 97501-0136

120

1 six months immediately prior to commencement of this suit; that
2 Petitioner has been a resident of Jackson County, State of
3 Oregon, for a period of more than six months immediately prior to
4 commencement of this suit, and continues to be so domiciled as of
5 the date hereof; that there are no other domestic relations suits
6 or petitions for support pursuant to ORS 108.110 pending between
7 the parties in this or any other court; that irreconcilable
8 differences exist between the parties which have caused the
9 irremediable breakdown of their marriage; that there are two
10 children of this marriage, namely: DANIELLE KRISTINE SHULTS,
11 born October 29, 1986, age 10, and DERIC BRYAN SHULTS, born June
12 10, 1989, age 7; that Petitioner is not now pregnant; that
13 neither Petitioner nor the parties' children are recipients of
14 public assistance; that the parties have agreed that the custody
15 of their minor children should be awarded to Petitioner, subject
16 to the right of reasonable visitation to Respondent; that the
17 Court has jurisdiction of the parties and the subject matter of
18 this suit; that the parties have entered into a Stipulation for
19 entry of this Decree and that the terms and provisions appearing
20 herein appear to this Court to be fair and equitable in the
21 circumstances; that for the purposes of the settlement and the
22 support levels established in this Decree, the Court finds
23 Petitioner's annual income is \$25,000.00, and that Respondent's
24 annual income from self-employment earnings, after reasonable
25 expenses, is \$47,000.00; that based upon the above and foregoing
26 Stipulated Decree of
Dissolution of Marriage - Page 2
(wpdocs\S\Shults9)

1 Findings, It Is Hereby

2 ORDERED, ADJUDGED AND DECREED that:

3 1. DISSOLUTION: That an absolute Decree of Dissolution
4 of Marriage be hereby entered and the marriage heretofore and now
5 existing between Petitioner and Respondent be, after the
6 expiration of thirty (30) days from the date of this Decree, to-
7 wit: the 15 day of May, 1997, forever
8 dissolved and held for naught.

9 2. CUSTODY: Custody of the minor children of the
10 parties, namely: DANIELLE KRISTINE SHULTS and DERIC BRYAN
11 SHULTS, is hereby awarded to Petitioner, Stephanie Kris Shults.

12 With respect to each of their children, each parent
13 shall continue to have the right to:

14 (a) Inspect and receive school records, and to consult
15 with school officials concerning the child's welfare and educa-
16 tion.

17 (b) Inspect and receive governmental agency and law
18 enforcement records concerning the child.

19 (c) Consult with any person who may provide care or
20 treatment for the child and to inspect and receive the child's
21 medical, dental and psychological records.

22 (d) Be notified in the case of the child's "serious
23 illness."

24 (e) Grant consent for the child to marry.

25 (f) Grant consent for the child to enlist in the armed

26 Stipulated Decree of
Dissolution of Marriage - Page 3
(wpdocs\S\Shults9)

1 forces.

2 (g) Authorize emergency medical, dental, psycho-
3 logical, psychiatric or other health care, if the custodial
4 parent is unavailable for all practical purposes.

5 (h) Apply to be the child's guardian ad litem,
6 conservator, or both.

7 Each parent shall have a continuing responsibility to
8 notify the other parent:

9 (a) Of the child's serious illness or injury, or any
10 circumstances significantly affecting the child's welfare.

11 (b) If consent has been given to allow the child to
12 marry.

13 (c) If consent has been given to allow the child to
14 enter into the armed forces.

15 3. VISITATION: The foregoing award of custody is
16 subject to the right of reasonable visitation to Respondent,
17 Bryan James Shults. This right of reasonable visitation is
18 defined to include reasonable times so long as the visitation
19 does not interfere with the health, education or welfare of the
20 parties' minor children.

21 4. CHILD SUPPORT: Respondent, Bryan James Shults, shall
22 pay to Petitioner as and for the support and maintenance of each
23 of his minor children, namely: DANIELLE KRISTINE SHULTS and
24 DERIC BRYAN SHULTS, the sum of Four Hundred Fifty and no/100ths
25 (\$450.00) Dollars per month, for a total support obligation of

26 Stipulated Decree of
Dissolution of Marriage - Page 4
(wdocs\S\Shults9)

1 Nine Hundred and no/100ths (\$900.00) Dollars, with the first such
2 payment being due and payable on the 5th day of April, 1997, with
3 a like payment due on the same day of each month thereafter
4 during the minority of each of said children, and thereafter, for
5 each child, so long as the child is attending school as defined
6 in ORS 107.108.

7 5. DEPENDENCY CREDIT: For tax year 1997 and each year
8 thereafter, Respondent, Bryan James Shults, shall be entitled to
9 claim on his federal and state income tax returns an exemption
10 for the parties' minor child, DANIELLE KRISTINE SHULTS; provided,
11 however, that Respondent is current in payment of all child
12 support due in each calendar year as of December 31 of such year.
13 In the event that Respondent is current in such payment, Peti-
14 tioner shall execute the appropriate forms permitting Respondent
15 to claim this exemption, and Petitioner shall not, in such case,
16 claim the exemption for that child for the applicable tax year

17 6. HEALTH CARE COSTS AND INSURANCE: Petitioner,
18 Stephanie Kris Shults, shall maintain health, dental and vision
19 insurance for the parties' minor children, so long as such
20 insurance is available through Petitioner's employment.

21 Respondent, Bryan James Shults, shall pay all reasonable medical
22 expenses necessarily incurred for the benefit of the parties'
23 minor children, which expenses are not paid by insurance. This
24 obligation shall continue for so long as Petitioner provides the
25 medical insurance coverage as hereinabove required.

26 Stipulated Decree of
Dissolution of Marriage - Page 5
(wpdocs\S\Shults9)

1 7. LIFE INSURANCE: Respondent, Bryan James Shults,
2 shall maintain in full force and effect that certain policy of
3 insurance providing benefits in the event of Respondent's death,
4 which policy is issued by Jackson National Life Insurance Co.,
5 being Policy No. 0023372190, in an amount of not less than Two
6 Hundred Fifty Thousand and no/100ths (\$250,000.00) Dollars. For
7 so long as Respondent has any obligation to provide for the
8 support and maintenance of the parties' children as described in
9 paragraph 4 above, he shall maintain the policy herein refer-
10 enced, and shall cause the Petitioner, Stephanie Kris Shults, to
11 be named as the irrevocable beneficiary of the proceeds to be
12 paid by such policy. A certified copy of this Decree shall be
13 provided to Jackson National Life Insurance Co., along with an
14 appointment of irrevocable beneficiary in accordance with the
15 terms of this Decree. At such time as Respondent's obligation to
16 support the children ceases, Respondent shall be permitted to
17 name such beneficiaries of this policy as he may then desire.

18 8. SPOUSAL SUPPORT: Respondent, Bryan James Shults,
19 shall pay to Petitioner, Stephanie Kris Shults, as and for
20 spousal support, the sum of Two Hundred and no/100ths (\$200.00)
21 Dollars per month, with the first such payment being due and
22 payable on the 5th day of April 1997. Such payments shall
23 continue to be made on the 5th day of each month through and
24 including March 5, 2002, or until the death of either party,
25 whichever shall first occur.

26 Stipulated Decree of
Dissolution of Marriage - Page 6
(wpdocs\S\Shults9)

1 9. METHOD OF PAYMENT: All child support and spousal
2 support payments hereinbefore described shall be paid to
3 Petitioner, or, at the election of Petitioner, to her account at
4 a financial institution. In the event that Petitioner so elects,
5 she shall provide to Respondent sufficient deposit slips for
6 Respondent to make the deposits directly to her designated
7 account.

8 10. PROPERTY DIVISION: During the course of the parties'
9 marriage, they have acquired real and personal property and
10 interests therein. The same shall be divided between the parties
11 as set forth on the Property Division Schedule hereunto attached,
12 marked Exhibit "A", and by this reference made a part hereof.

13 11. DEFERRED OBLIGATIONS: Respondent, Bryan James
14 Shults, shall pay to Petitioner, Stephanie Kris Shults, the sum
15 of Three Thousand and no/100ths (\$3,000.00) Dollars within sixty
16 (60) days of the date on which the obligation for payment of
17 spousal support terminates. This payment will be made as a part
18 of the settlement agreement and is not intended as, and shall not
19 be construed as spousal support. The payment is made for the
20 purpose of assisting Petitioner in payment of her student loan
21 obligation, but is not intended as an assumption of any such
22 liability by Respondent, Respondent hereby expressly denying any
23 liability for payment of such obligations.

24 12. OBLIGATIONS: Respondent, Bryan James Shults, shall
25 assume and pay all obligations due creditors described on Exhibit

26 Stipulated Decree of
Dissolution of Marriage - Page 7
(wpdocs\S\Shults9)

1 "B" attached hereto and by this reference made a part hereof;
2 provided, however, Respondent's assumption of the Sears account
3 and the Modern Dental account shall be limited to the principal
4 sum of \$230.00 and \$415.00, respectively, together with appli-
5 cable service charges thereon.

6 Petitioner shall assume and pay the obligations due for
7 her student loans and the obligation due First USA VISA.

8 In addition to the obligations described above, each
9 party shall assume and pay the obligations which are secured by
10 real or personal property received by each of the parties,
11 respectively.

12 In addition, each party shall assume and pay all
13 obligations incurred by that party from and after the date of
14 separation, to-wit: July 14, 1996.

15 Each party shall save the other free and harmless from
16 the debts assumed by the terms of this Decree, and shall
17 indemnify the other from and against all loss, damage or claim
18 therefor.

19 13. TAXES: The parties have not, on the date hereof,
20 filed income tax returns for the 1996 tax year. They have agreed
21 to and are hereby ordered to proceed with tax return preparation
22 and filing as follows: They shall each deliver all pertinent
23 information in their possession to their Certified Public
24 Accountant. The Certified Public Accountant shall calculate the
25 tax obligations for Petitioner to the federal and state

26 Stipulated Decree of
Dissolution of Marriage - Page 8
(wpdocs\S\Shults9)

1 authorities based upon a tax status of Married Filing Separately,
2 with personal exemptions for Petitioner and one child, and using
3 fifty percent (50%) of the itemized deductions which would be
4 otherwise available to the parties in the event they were filing
5 joint returns. Respondent shall pay to Petitioner on or before
6 June 1, 1997, a sum equal to the tax refunds which would have
7 been due to Petitioner if she had filed returns calculated in the
8 manner above described. This payment will be made as a payment
9 of property settlement equalization and not as spousal support.
10 The Certified Public Accountant shall prepare joint returns for
11 the parties. Petitioner will execute the joint return, if each
12 of the following conditions is met:

13 a. The parties' Certified Public Accountant advises
14 Petitioner that the returns have been prepared in accordance with
15 law and that they contain figures which appear to be rational in
16 light of the parties' historical tax preparation.

17 b. That Respondent has made appropriate deposits of
18 estimated income and self-employment tax for tax year 1996, which
19 deposits and payments shall be documented by cancelled checks
20 written by Respondent, or by cashier's checks in the possession
21 of the parties' Certified Public Accountant acquired by Respon-
22 dent and issued by a national bank doing business locally, pay-
23 able to the Internal Revenue Service and the Oregon Department of
24 Revenue, respectively, for the amounts due in accordance with the
25 respective returns.

26 Stipulated Decree of
Dissolution of Marriage - Page 9
(wpdocs\S\Shults9)

1 If these conditions are met, Petitioner shall execute
2 the joint return and, in the event she does so, Respondent shall
3 indemnify Petitioner from and against any liability for income
4 and self-employment tax, interest and penalty obligations arising
5 from Respondent's 1996 income and expense data. If the condi-
6 tions above described are not fully satisfied before April 15,
7 1997, Petitioner shall file her tax returns based upon their
8 preparation in accordance with the status, exemptions and
9 deductions above mentioned, in which case Respondent shall not be
10 obligated to pay to Petitioner a sum equal to the tax refunds
11 above mentioned.

12 14. DISCLOSURE: In arriving at this stipulated settle-
13 ment, the parties have represented to each other complete and
14 current disclosure of all of their income, assets, debts and
15 liabilities. The property referred to in this Decree represents
16 all the property which either party has any interest in or right
17 to, whether legal or equitable, owned in full or in part by
18 either party, separately or by the parties jointly. Petitioner
19 and Respondent each understand and agree that willful failure to
20 provide complete disclosure constitutes perjury. If it is proven
21 a party has willfully failed to make disclosure of an asset, debt
22 or income, the Court shall have the authority to reopen the case
23 to alter the distribution of assets and liabilities.

24 15. ATTORNEY'S FEES AND COURT COSTS: Each party shall
25 pay the attorney's fees and costs of this suit incurred by each.

26 Stipulated Decree of
Dissolution of Marriage - Page 10
(wpdocs\S\Shults9)

1 16. INDEMNIFICATION: The parties have, by this
 2 Stipulated Decree, promised and agreed to and with each other
 3 that they would indemnify the other against loss or damage
 4 arising from various contractual and/or statutory obligations
 5 heretofore entered or to be hereafter entered. With regard to
 6 each of the indemnities recited and stipulated heretofore in this
 7 Decree, the parties' indemnity shall extend to all damages,
 8 deficiencies or liabilities resulting from the sources described
 9 in preceding paragraphs, and to any and all assessments,
 10 judgments, costs, disbursements and legal or other reasonable
 11 expenses incidental to defense of the party at trial or on any
 12 appeal therefrom.

13 17. EXECUTION OF INSTRUMENTS: The parties, and each of
 14 them, shall make, execute and deliver any and all necessary
 15 instruments to carry into full force and effect the terms,
 16 conditions and provisions of this Decree, and, should they fail
 17 to do so with respect to any conveyances herein required, this
 18 Decree shall, thirty (30) days after its entry, effect such
 19 conveyance in accordance with ORCP 78.

20 18. PERTINENT INFORMATION:

21 Petitioner:

22 Name:
 23 Address:

Stephanie Kris Shults
 142 Heather Court
 Medford, Oregon 97504

24 Date of Birth:
 25 Social Security No.:
 26 Age:

December 30, 1964
 540-94-1152
 32

Stipulated Decree of
 Dissolution of Marriage - Page 11
 (wpdocs\S\Shults9)

1 Other Names:
2 Maiden Name:

Deschamps

3 Respondent:

4 Name:

5 Address:

Bryan James Shults
1801 Poplar #14
Medford, Oregon 97504

6 Date of Birth:

7 Social Security No.:

Age:

November 30, 1964
544-98-8327
32

8 Children of the Marriage:

9 Danielle Kristine Shults, born October 29, 1986
10 Deric Bryan Shults, born June 10, 1989

11 Pertinent Marriage Information:

12 Place of Marriage: Medford, Jackson County, Oregon:

13 Date of Marriage: June 18, 1983.

14 19. EFFECT OF DECREE: This Decree shall revoke any Will
15 pursuant to the provisions of ORS 112.315, but the Decree shall
16 not be effective insofar as it affects the marital status of the
17 parties until the expiration of thirty (30) days from the date of
18 this Decree, or, if an appeal is taken, until this suit is
19 determined on appeal, whichever is later. In the event either
20 party dies within the thirty (30) day period specified, the
21 Decree shall be considered to have entirely terminated the
22 marriage relationship immediately before such death, unless an
23 appeal is pending. The Court of Appeals or the Supreme Court
24 shall continue to have jurisdiction of any appeal pending at the
25 time of the death of either party. The appeal may be continued

26 Stipulated Decree of
Dissolution of Marriage - Page 12
(wpdocs\S\Shults9)

1 by the Personal Representative of the deceased party. The
 2 attorney of record on the appeal for the deceased party may be
 3 allowed a reasonable fee to be paid from the decedent's estate.
 4 However, cost on appeal may not be awarded to either party. The
 5 Court of Appeals or Supreme Court shall have the power to
 6 determine finally all matters entered on such appeal. Before
 7 making a final disposition, the Court of Appeals or Supreme Court
 8 may refer the proceeding back to the Trial Court for such
 9 additional finding of fact as it may require. The marriage
 10 relationship is terminated in all respects at the expiration of
 11 the thirty (30) day period as specified herein, or, if an appeal
 12 is taken, when the suit is determined on appeal, whichever is
 13 later, without any further action by either party. However, at
 14 any time within the thirty (30) day period or while an appeal is
 15 pending, the Court may set aside this Decree upon the Motion of
 16 both parties.

17 NOTICE OF WITHHOLDING PARAGRAPH

18 The Support Order contained in this Decree is enforceable by
 19 income withholding under ORS 25.311. Withholding may occur
 20 whenever there are arrearages at least equal to the support pay-
 21 ment for one (1) month, or whenever the obligor requests such
 withholding. The District Attorney or, as appropriate, the
 Support Enforcement Division of the Department of Justice, will
 assist you in securing such withholding.

22 MONEY JUDGMENT

23 A. Judgment Creditor/Obligee: Stephanie Kris Shults
 24 B. Attorney for Judgment
 25 Creditor/Obligee: William H. Fowler

26 Stipulated Decree of
 Dissolution of Marriage - Page 13
 (wpdocs\S\Shults9)

1 C. Judgment Debtor/Obligor: Bryan James Shults
 2 D. Attorney for Judgment Debtor/Obligor: Jeffrey W. Foxx
 3 E. Date of Judgment: As filed and indicated
 4 on face hereof
 5 F. Monetary Judgment Amount: \$3,000.00, as described in
 6 G. Judgment Amount: paragraph 11 of the Decree

7 1. Child Support:

8 Amount of child support: \$450.00 per child
 9 (x) month
 10 () week
 11 () year

12 Beginning date of child support: April 5, 1997

13 Conditions regarding termination of child support: :
 14 When child is no longer a
 15 child attending school
 16 pursuant to ORS 107.108.

17 2. Spousal Support:

18 Amount of spousal support: \$200.00, subject to termi-
 19 (x) month nation as provided in Decree.
 20 () week
 21 () year

22 Beginning date of spousal support: April 5, 1997

23 Conditions regarding termination of spousal support:
 24 As provided in Decree.

25 DATED this 15 day of Apr., 1997.

26 **E E SAWYER**

Circuit Judge

This instrument is a correct copy of
 the original on file in this office

ATTEST: APR 15 1997

Circuit Court-Trial Court Administrator
 STATE OF OREGON-JACKSON COUNTY

BY

Stipulated Decree of
 Dissolution of Marriage - Page 14
 (wpdocs\S\Shults9)

1 IT IS SO STIPULATED:

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3

/s/ Stephanie Kris Shults
Stephanie Kris Shults,
Petitioner

4

5

6

/s/ Bryan James Shults
Bryan James Shults,
Respondent

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10 Approved as to form and substance:

11 FOWLER & McNAIR

12

/s/ William H. Fowler

/s/ Jeffrey W. Foxx

13 William H. Fowler, OSB #68049
14 Of Attorneys for Petitioner

Jeffrey W. Foxx, OSB #82259
Attorney for Respondent

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Stipulated Decree of
Dissolution of Marriage - Page 15
(wpdocs\S\Shults9)

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-11-2010 BY 60322
UCBAW/STW/STW/STW/STW/STW

PROPERTY DIVISION SCHEDULE

2 Property awarded to Petitioner, **STEPHANIE KRIS SHULTS**:

3 1. All of that real property located at the common street
4 address of 142 Heather Court, Medford, Oregon 97504,
the legal description of which is:

5 'Lot 66, OREGON HILLS SUBDIVISION, UNIT NO. 3, to
6 the City of Medford, Jackson County, Oregon, according
to the Official Plat thereof, now of record.

7 Subject to any indebtedness thereon, free and clear
8 of any interest to Respondent.

9 2. 1995 Ford Windstar Van, subject to any indebtedness
thereon.

10 3. Danielle's Bedroom Set.

11 4. Deric's Bedroom Set.

12 5. Master Bedroom Set.

13 6. Kitchen Table & Kitchen Furnishings.

14 7. Living Room Furniture & Furnishings:

15 8. Family Room Furniture & Furnishings.

16 9. Household Furnishings & Decorations.

17 10. Garage Freezer & Refrigerator.

18 11. Lawn Tools.

19 12. Camping Gear.

20 13. Doll Collection & Cabinet.

21 14. Stereo System.

22 15. All right, title and interest in Petitioner's Individual
23 Retirement Account: The America Funds Group, Account No.
61320073.

24 16. All right, title and interest in Petitioner's retirement
25 account: Asante Retirement Plan and Trust, Asante 403(B)
Plan, FMTC Custodian 403(B) (7) Account, SL 51205.

26 Property Division Schedule - Page 1
(wpdocs\S\Shults10)

EXHIBIT "A"

- 1 17. Petitioner' clothing, jewelry and personal effects.
2 18. Any and all checking and savings accounts in Petitioner's
3 name.
4
5

6 Property awarded to Respondent, BRYAN JAMES SHULTS:

- 7 1. 1993 Ford Explorer, subject to any indebtedness
thereon.
8 2. 1997 Kawasaki Motorcycle, subject to any indebtedness
9 thereon.
10 3. Household furnishings purchased by Respondent since the
separation of the parties.
11 4. Sports card collection.
12 5. All of the parties' right, title and interest in and to that
13 time share known as WorldMark, Ownership No. 09-3460,
subject to any indebtedness there against owing, which
14 he shall assume and pay and hold Petitioner free and harm-
less therefrom.
15 6. Power saws and equipment, including circular saw,
16 chop saw, jigsaw, table saw, electric sander,
dremel tool, and screwdriver set.
17 7. Hot Tub.
18 8. Sdf. Painting.
19 9. Records.
20 10. Computer, Scanner, Printer & Supplies.
21 11. All right, title and interest in Respondent's Individual
22 Retirement Account: The American Funds Group, Account No.
61323192.
23 12. All right, title and interest in Respondent's pension
24 plan: Washington Mutual Investors Fund, Simplified
Mutual Investors Fund, Account No. 61320072.
25 13. All right, title and interest in Respondent's 401(k)

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SHULTS AND SHULTSOBLIGATIONS

<u>Name of Creditor</u>	<u>Balance Due</u>	<u>Monthly Payment Required</u>
B of A Line of Credit	\$ 4,500.00	\$ 115.00
B of A VISA	2,000.00	50.00
BP VISA	1,500.00	40.00
Capital One MC	3,300.00	85.00
Bank of Boston VISA	4,200.00	90.00
Mervyn's	100.00	20.00
Montgomery Wards	150.00	25.00
Sears	230.00	20.00
Modern Dental	415.00	50.00

State of Oregon, County of Klamath
 Recorded 7/02/99, at 3:24 p.m.
 In Vol. M99 Page 26629
 Linda Smith,
 County Clerk Fee \$ 120 *HR*

Obligations
 (wpdocs\S\Shults11)

EXHIBIT "B"