

NS

Vol M00 Page 25765  
STATE OF OREGON.CHARLES WHITEMORE  
4200 SUMMIT LANE  
KLAMATH FALLS, ORE. 97601  
Grantor's Name and Address

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

DON EGALITE  
1346 LAKEVIEW AVE  
KLAMATH FALLS, ORE. 97601

Until requested otherwise, send all tax statements to (Name, Address, Zip):

DON EGALITE  
1346 LAKEVIEW AVE  
KLAMATH FALLS, ORE. 97601SPACE RESERVED  
FOR  
RECORDER'S USEState of Oregon, County of Klamath  
Recorded 07/14/00, at 11:49 a.m.  
In Vol. M00 Page 25765  
Linda Smith,  
County Clerk Fee \$ 51.00

## WARRANTY DEED

KNOW ALL BY THESE PRESENTS that

Charles Whitemore

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Donald Lee Egalite  
Carolis Ellen Egalite husband & wife  
hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:House and lot located at 1346 Lakeview Ave  
KLAMATH FALLS Oregon  
described as follows: Lot 1 in Block 16  
Fairview #2 to the City of KLAMATH FALLS,  
Oregon

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): those  
apparent on the land of any, and that  
grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is ☒ the whole ☐ part of the (indicate which) consideration. (The sentence between the symbols  $\Phi$ , if not applicable, should be deleted. See ORS 93.030.)

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

In witness whereof, the grantor has executed this instrument this 13 day of July, 2000, if grantor is a corporation, it has caused its name to be signed and its seal, if any, 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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Charles D. Whitemore

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on July 13, 2000,  
by Charles D. Whitemore

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

OFFICIAL SEAL  
CAROL A. MCCULLOUGH  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 305376  
MY COMMISSION EXPIRES NOV 7, 2001

Notary Public for Oregon

My commission expires Nov. 7, 2001

Carol A. McCullough

FILED  
STATE OF OREGON  
CLERK OF COURT

1993 NOV -9 AM 8:39

CLERK OF COURT

BY \_\_\_\_\_

DOUGLAS V. OSBORNE #72189  
Attorney at Law  
439 Pine Street  
Klamath Falls, Oregon 97601  
(503) 884-8152

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

In the Matter of the Dissolution  
of the Marriage of:

CANDIS ELLEN EGALITE,

Petitioner,

and

DONALD LEE EGALITE,

Respondent.

Case No. 9203519 CV  
9202096 CV

STIPULATED JUDGMENT OF DISSOLUTION  
OF MARRIAGE

THIS MATTER came on before the Court on the stipulation of both parties by and through their attorneys; the Court finding that irreconcilable differences exist between the parties making continuation of the marriage relationship impossible and that the parties were married on December 7, 1974 in Klamath Falls, Oregon, and there are two children born issue of this marriage, namely: CRYSTAL LASHELL EGALITE, born April 11, 1975; and JOSH JL EGALITE, born April 23, 1976. Petitioner is not now pregnant.

IT IS HEREBY DECREED THAT:

1. The marriage of the parties is hereby dissolved and said dissolution is finally effective: Dec 9, 1993; and

JUDGMENT FOR DECREE  
OF DISSOLUTION -1-

1           2. The parties are precluded from remarrying for a period of thirty (30) days from  
2 the date of this decree, or from any appeal taken therefrom, whichever is later, except to  
3 each other.

4           3. The Petitioner is awarded the care, custody and control of the minor child of the  
5 parties and the Respondent is awarded reasonable visitation of said minor child as per the  
6 Klamath County local Visitation Schedule.

7           4. Respondent is required to pay the sum of \$195.00 per month as a contribution to  
8 the support of minor child, Josh JL Egalite, commencing the 1st day of November, 1993.  
9 These payments shall continue with respect to the child until further order of the Court or  
10 that child attains the age of majority, dies, marries, or otherwise becomes emancipated,  
11 whichever shall first occur. These payments are to continue until said child attains the age  
12 of 21 while attending school as defined in ORS 107.108. All payments shall be made  
13 through Oregon Department of Human Resources, Post Office Box 14506, Salem, Oregon,  
14 97309. Crystal Egalite has reached the age of majority and is not attending school and  
15 child support is not an issue as to her.

16           5. Petitioner shall be awarded the sum of \$400.00 per month for a one (1) year  
17 period commencing in June, 1993 and continuing through June, 1994 as spousal support.

18           6. Petitioner is awarded, free and clear of any interest of Respondent, and will hold  
19 Respondent harmless and indemnify Respondent from any liability thereon, the following  
20 described property:

21                   (a) Honda automobile.

22                   (b) The residence and property located at 1225 Summers Lane, Klamath Falls,  
23 Oregon, subject to any encumbrance thereon, more fully described as:

24                   Lot 15, Block 3, SHADOW HILLS - 1, according to the official plat thereof on file in  
25 the office of the County Clerk of Klamath County, Oregon.

1 (c) All furniture and household belongings contained in the Summers Lane  
2 residence except for the items listed below, which shall be awarded to Respondent.

3 (d) All personal property currently in her possession.

4 8. Respondent is awarded, free and clear of any interest of Petitioner, and will hold  
5 Petitioner harmless and indemnify Petitioner from any liability thereon, the following  
6 described property:

7 (a) Corvette automobile, Oregon License #LJG 659.

8 (b) Chevrolet Blazer automobile, Oregon License #QXS 066, subject to any  
9 encumbrance thereon.

10 (c) 1981 Toyota pickup, Oregon License #SXY 101.

11 (c) The residence and property located at 1346 Lakeview Avenue, Klamath  
12 Falls, Oregon, more fully described as follows:

13 Lot 1 in Block 16, FAIRVIEW #2 to the City of Klamath Falls, Oregon.

14 (d) The following personal property located at the Summers Lane residence:

- 15 (1) Encyclopedia collection;  
16 (2) Water skiing equipment, including, but not limited to, ski vests and  
ropes.  
17 (3) Carpenter books  
18 (4) Handmade Crocheted tablecloth made by Respondent's mother.

19 (e) All personal property currently in his possession and control.

20 9. There are no remaining marital debts between the parties. Each party shall be  
21 responsible for payment of any debts or obligations incurred by that party since their  
22 separation. Each party shall hold the other harmless from any of these debts.

23 If either party fails to pay any debt or liability ordered by the Court the other party  
24 should have the right, but not the obligation, to make any payments due.

25 (a) If so paid, the defaulting party should be responsible for reimbursement  
26 and indemnification to the party who made the payments, with interest computed at the

1 legal rate on the amount of any payment made. Interest should accrue until the same is  
2 reimbursed in full.

3 (b) The party making said payments should be authorized to deduct the  
4 amount of money so paid from any payment then or thereafter due or owing to the other  
5 party.

6 10. Each party is responsible for his or her own attorney fees and court costs  
7 incurred in this dissolution proceeding.

8 11. Each party shall deliver to the other party, within thirty (30) days from the date  
9 of entry of this decree, any personal property in the possession of such property that is  
10 awarded to the other party under the terms of this judgment and decree.

#### 11 SUMMARY OF MONEY JUDGMENT

12 1. Name of Judgment Creditor:	Candis Egalite
13 2. Attorney for Judgment Creditor:	Richard Garbutt
14 3. Name of Judgment Debtor:	Donald Egalite
15 4. Attorney for Judgment Debtor:	Douglas V. Osborne
16 5. Amount of Judgment:	\$195.00 per month as child support per ORS 107.108).
17	\$400.00 per month for a period of
18	one year from June, 1993 to
19	June, 1994 as spousal support of
20	which the sum of \$1,600.00 has
21	already been paid by Respondent
	paying the house payments at 1225
	Summers Lane for June, July, August
	and September, 1993.

22 Dated this 9 day of <sup>Nov</sup> October, 1993.

23  
24   
25 CIRCUIT COURT JUDGE  
26

1 IT IS SO STIPULATED.

2 Candis Ellen Egalite  
3 CANDIS ELLEN EGALITE  
4 Petitioner

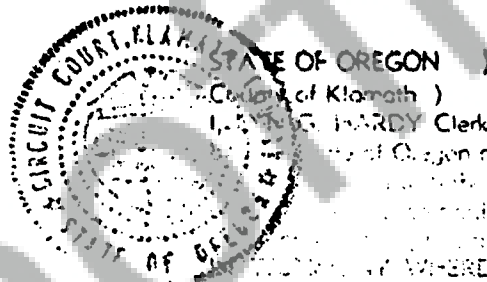
5 Donald L. Egalite  
6 DONALD LEE EGALITE  
7 Respondent

8 Douglas V. Osborne  
9 DOUGLAS V. OSBORNE  
10 Attorney for Respondent

11 NOTICE OF INCOME WITHHOLDING

12 The support order is enforceable by income withholding under ORS 25.310.  
13 Withholding may occur immediately, whenever there are arrearages at least equal to the  
14 support payment for one month, whenever the obligated parent requests such withholding  
15 or whenever the obligee requests withholding for good cause. The district attorney or, as  
16 appropriate, the Support Enforcement Division of the Department of Justice will assist in  
17 securing such withholding.  
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( )  
 Clerk of Klamath )

I, LYN G. HARDY, Clerk of the Circuit Court of the County of Klamath, State of Oregon do hereby certify that the foregoing copy has been compared with the original, and that it is a true and correct copy, and that it is a true and correct copy of the original as the same appears in my possession and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 9 day of June A.D. 1923

LYN G. HARDY, Clerk of Court

By Attesty Schreiner