



State Of Oregon, County Of Klamath

M05-62163

08/17/2005 02:48:35 PM

# Of Pages 9 Fee: \$61.00

After recording return to:

Mike Marler

8049 Widgen Drive

Bonanza, OR 97623

Until a change is requested all  
tax statements shall be sent to  
The following address:

Mike Marler

8049 Widgen Drive

Bonanza, OR 97623

Escrow No. MT70550-MS

Title No. 0070550

SWD

### STATUTORY WARRANTY DEED

**Bradley Keele**, Grantor(s) hereby convey and warrant to **Mike Marler and Cheryl A. Marler, as tenants by the entirety**, Grantee(s) the following described real property in the County of **KLAMATH** and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 17 in Block 48 of FOURTH ADDITION TO NIMROD RIVER PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3611-008A0-02400-000

Key No: 346557

See also Stipulated Judgment of Dissolution of Marriage attached hereto and made a part hereof by this reference

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is **\$5,500.00**.

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.

Dated this 16 day of August, 05.

Bradley Keele  
Bradley Keele



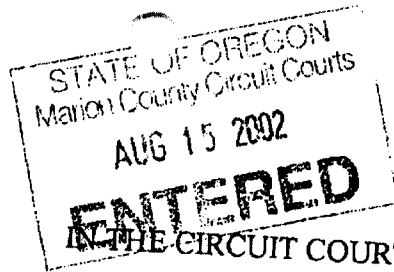
State of Oregon Marion  
County of

This instrument was acknowledged before me on August 16, 2005 by Bradley Keele.

Angela F Manary  
(Notary Public for Oregon)

My commission expires 4-2-07

WFO  
own



FILED  
AUG 15 2002  
MARION COUNTY CIRCUIT COURT

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

In the Matter of the Marriage of  
BRADLEY ELDON KEELE,

Petitioner,

v.

AIMEE KATHERINE KEELE,

Respondent.

No. 02C32707

STIPULATED JUDGMENT  
OF DISSOLUTION OF  
MARRIAGE

This matter came before the court on the motion and affidavit of Petitioner and the stipulation of the parties for the entry of a judgment dissolving their marriage. Petitioner is represented by David L. Carlson. Respondent is Pro Se. The court having been presented with this form of stipulated judgment of dissolution, having reviewed the records and documents on file herein, and being fully advised in the premises, makes the following findings.

1. Petitioner shall hereafter be referred to as Husband. Respondent shall hereafter be referred to as Wife.

2. Husband and Wife have irreconcilable differences which have caused the irremediable breakdown of their marriage.

3. The court has jurisdiction over Husband and Wife.

4. Husband and Wife were married on September 8, 1990 at West Salem, Polk County, Oregon.

5. Wife is not now pregnant.

Page 1-STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE

Pierson, LaMont, Carlson & Gregg P.C.  
1011 Liberty Street S.E., P.O. Box 2780  
Salem, OR 97308  
(503) 585-0700 • (503) 585-9181

1           6.     There are children born as issue of this marriage.

2           7.     Wife's address is 19000 SW Rock Creek, Sheridan, Oregon 97378; her birthdate  
3 is December 6, 1969; her age is 32; her Social Security number is 542-11-0524.

4           8.     Husband's address is 4512 Herrin Road NE, Salem, Oregon 97305; his birthdate is  
5 September 12, 1968; his age is 33; his Social Security number is 542-06-9739.

6           9.     For a period of six (6) months immediately prior to the filing of his petition for  
7 dissolution, Husband continuously has been, and now is, a resident and inhabitant of the state of  
8 Oregon.

9           10.    No domestic relations suits or petitions for support pursuant to ORS 108.110  
10 involving this marriage of Husband and Wife are pending in any other court in the state of  
11 Oregon or any other state.

12          12.    The parties have been separated since March 29, 2002.

13          13.    Husband and Wife acknowledge that the disposition of property herein, whether  
14 or not equal, is just and proper in all the circumstances. The parties each warrant to the other and  
15 to this court that each has signed this judgment on their own volition and that there has been an  
16 accurate, complete, and current disclosure of all their income, assets, debts, and liabilities. The  
17 terms of this judgment represent a compromise of disputed issues in some instances. In addition,  
18 each party acknowledges that there have been no representations or promises of any kind that  
19 have been made to him or her as an inducement to enter into the agreement represented by this  
20 judgment other than those expressly set forth herein.

21          16.    This court accepts the representation made by both Husband and Wife that each is  
22 satisfied that the other has fully complied with the provisions of ORS 107.089, which requires  
23 the production of documents.

24          18.    Husband and Wife's signature on this stipulated judgment constitutes an  
25 acknowledgment that this judgment is an agreement that they intend to be immediately binding  
26 upon each of them, their legal representatives, heirs, successors, and assigns. Husband and Wife

1 agree that their agreement has been incorporated into this judgment of dissolution, but it also has  
2 an independent legal significance as a legally binding contract that they have entered into for  
3 good and valuable consideration. The parties are aware of the Oregon Supreme Court's decision  
4 in *Webber v. Olson*, 330 Or 189 (2000). Either party, their heirs, or their assigns shall have the  
5 right, at his or her election, to sue for damages for breach of the agreement represented in this  
6 stipulated judgment, or to seek such other legal and equitable remedies as may be available.

7 20. This marriage should be dissolved and Husband and Wife should be granted the  
8 relief hereinafter set forth.

9 21. By her signature herein, the Respondent represents that she has received a copy of the  
10 petition and summons, has accepted service thereof and waives any defect in service of said  
11 documents.

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

13 1. The marital status of the parties is hereby terminated. The provisions of this  
14 judgment are effective immediately.

15 1.1 Any provision in a party's will that is now in force and effect that benefits  
16 the now former spouse shall be deemed revoked in accordance with the provisions of  
17 ORS 112.315. This revocation shall cause the will to be interpreted as if the former  
18 spouse did not survive the testator.

19 1.2 Any provision in any trust created by or for the benefit of a party that is  
20 now in force and effect that benefits the now former spouse shall be deemed revoked,  
21 and the trust shall be interpreted as if the former spouse did not survive the decedent.

22 1.3 Except as otherwise provided herein, any designation of the now former  
23 spouse as a beneficiary of any benefit, including, but not limited to, retirement benefits,  
24 IRA accounts, life insurance policies, annuities, or other assets where a party is able to  
25 designate a beneficiary to receive the proceeds of that asset upon the death of that party,  
26 which was in place on or before the date of this judgment, shall be deemed to have been

1 revoked. The benefit shall be paid to the secondary or contingent beneficiary or, if no  
2 beneficiary is named, then to the decedent's estate. The surviving former spouse shall  
3 cooperate with the decedent's estate in assuring this directive is completed, specifically  
4 including the affirmative responsibility to disclaim, in writing, and within nine months of  
5 the date of death to assure that the surviving former spouse does not receive any benefit  
6 as a result of the decedent's failure to modify the beneficiary designation of the above-  
7 described assets.

8 2. The property of the parties shall be divided as follows.

9 2.1 Wife is hereby awarded and shall receive free from any claim of Husband:

10 2.1.1 All personal property not otherwise specifically described herein  
11 that is now in her possession or that may be owned in her name alone.

12 2.1.2 All her personal items that may now be in Husband's possession.  
13 These include, but are not limited to, clothing, toiletry items, memorabilia, and  
14 other items to which Wife has a superior claim either by actual use, sentimental  
15 attachment, or based on its origin.

16 2.1.3 The 1991 Pontiac Firebird, Oregon license plate number RZX 174.

17 2.2 Husband is hereby awarded and shall receive free from any claim of Wife:

18 2.2.1 All personal property not otherwise specifically described herein  
19 that is now in his possession or that may be owned in his name alone.

20 2.2.2 All his personal items that may now be in Wife's possession. These  
21 include, but are not limited to, clothing, toiletry items, memorabilia, and other  
22 items to which Husband has a superior claim either by actual use, sentimental  
23 attachment, or based on its origin.

24 2.2.3 The 1988 Chevrolet Suburban, Oregon license number UYK164.

25 2.3 A party's personal papers are specifically awarded to that party. Each party  
26 shall use his or her best effort now and in the future to provide the other party with that

1 party's personal papers and records. Those include, but are not limited to, birth  
2 certificates, passports, baptismal records, wills, military discharge papers, etc. Each party  
3 shall also cooperate with the other in providing financial documents that may from time  
4 to time be necessary. For example, one party may at some point in the future need a copy  
5 of a previously filed joint tax return.

6 2.4 All fire and extended coverage, and liability and casualty insurance  
7 policies upon or relating to any real or personal property herein described or referred to,  
8 and now in existence, shall be transferred with the property to which the same pertains to  
9 the party receiving such property pursuant to this judgment, without charge or credit to  
10 either party in respect of the surrender value thereof.

11 2.5 Husband is awarded the following real property:

12 2.5.1 4512 Herrin Road NE, Salem, Oregon 97305

13 Legal Description:

14 Lot 5, HERRIN ADDITION, County of Marion and State of  
15 Oregon

16 2.5.2 29027 Drews Road, Sprague River, OR 97639

17 Legal Description:

18 Lot 17 in Block 48 of FOURTH ADDITION TO NIMROD  
19 RIVER PARK, according to the official plat thereof on file in the  
20 office of the County Clerk of Klamath County, Oregon.

21 2.5.3. Parcel 3511-19-1600, Klamath County, Oregon

22 Legal Description:

23 S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$  and the N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 19, Township 35  
24 South, Range 11 East of the Willamette Meridian, Klamath  
25 County, Oregon.

26 3. The liabilities and debts of the parties shall be paid as follows:

3.1 Each party shall pay the debts incurred by that party since their separation  
on March 29, 2002, and hold the other party harmless therefrom.

1 3.2 e shall pay, defend, indemnify, and hold husband harmless from any  
2 debt in her name alone not otherwise specifically described herein.

3 3.3 Husband shall pay, defend, indemnify, and hold Wife harmless from any  
4 debt in his name alone not otherwise specifically described herein and:

5 3.3.1 The debt due to Nations Bank, Loan Number 1090367176 (1<sup>st</sup>  
6 Mortgage).

7 3.3.2 The debt due to Key Bank, Loan Number 001-1809476 (2<sup>nd</sup>  
8 Mortgage)

9 3.3.3 The debt due on Parcel 3511-19-1600, Klamath County, Oregon to  
10 Tim Burr, Inc.

11 3.3.4 The debt due to Visa Account Number ending in 5452.

12 3.3.5 The debt due to Wachovia Visa Account Number ending in 5220.

13 3.3.6 The debt due to Wells Fargo Visa Account Number ending in  
14 8773.

15 3.3.7 The debt due to Capital One Mastercard Account Number ending  
16 in 8641.

17 3.3.8 The debt due to GE Capital Account Number ending in 4341.

18 3.4 Neither Husband nor Wife shall charge upon the credit of the other  
19 without specific permission to do so. All outstanding joint credit accounts and cards that  
20 are in the names of both parties shall be immediately returned to the issuing creditor with  
21 instructions to close the account.

22 3.5 If either party fails to pay any debt or liability as set forth herein, the other  
23 party shall have the right, but not the obligation, to make any payment due provided the  
24 nonpaying party is given 10 days' prior notice of the party's plan to make payment. If  
25 payment is made, the party who failed to pay shall be responsible for reimbursing the  
26 amount paid to the party who did make the payment together with interest computed at

1 the same rate charged by the creditor on the obligation to which payment was made.  
2 Interest shall accrue from the time payment is made until full reimbursement is made. A  
3 party who pays the other party's debt pursuant to this provision is hereby authorized to  
4 deduct the amount of money so paid from any payment then or thereafter due or owing  
5 the other party.

6 3.6 The obligation of a party to pay, defend, indemnify, and hold the other  
7 party harmless from the payment of any debt described in this judgment is a support  
8 obligation under 11 U.S.C. subsection 523(5) that is not dischargeable in bankruptcy as to  
9 the other party.

10 4. Husband is awarded Wife's one-quarter interest in the business Keele and Son  
11 Carpet.

12 5. Each party shall, within 30 days of the date of this judgment, execute,  
13 acknowledge, and deliver any and all documents and instruments necessary to complete the  
14 transfer of any property as ordered in this judgment of dissolution. This judgment shall operate to  
15 convey title to the party to whom such property is awarded should the other party fail to comply  
16 with this provision.

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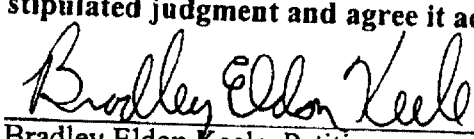


6. Any order of restraint previously entered in this case is hereby vacated, effective this date.

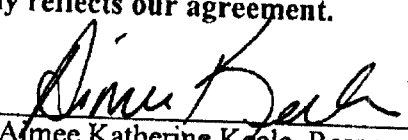
DATED this 14 day of Aug, 2002.

  
Circuit Court Judge

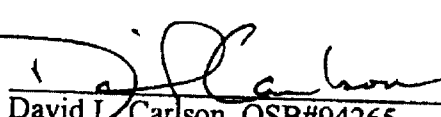
I sign this stipulated judgment on my own volition, with full knowledge of the facts, and with full information as to my legal rights and liabilities. In some instances, the terms of this stipulated judgment represent a compromise of disputed issues. However, I believe the terms and conditions to be fair and reasonable under the circumstances. I have read the stipulated judgment and agree it accurately reflects our agreement.

  
Bradley Eldon Keele, Petitioner

Petitioner  
4512 Herrin Road NE  
Salem, OR 97305  
SSN: 542-06-9739

  
Aimee Katherine Keele, Respondent

Respondent  
19000 SW Rock Creek  
Sheridan, OR 97378  
SSN: 542-11-0542

  
David L. Carlson, OSB#94265  
Attorney for Petitioner  
Bradley Eldon Keele

Submitted by:  
David L. Carlson, OSB #94265  
Of Pierson, LaMont & Carlson P.C.  
1011 Liberty Street SE  
P.O. Box 2780  
Salem, Oregon 97308  
(503) 585-0700  
Attorneys for Petitioner  
Bradley Eldon Keele

Page 8-STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE

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TOTAL P. 18