

NJC 87463-LW

THIS SPACE

2010-005145

Klamath County, Oregon



04/30/2010 03:26:36 PM

Fee: \$77.00

After recording return to:

JAMES BARNES

30 E. RISLEY CREEK RD

TIDEWATER, OR 97390

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

JAMES BARNES

30 E. RISLEY CREEK RD

TIDEWATER, OR 97390

Escrow No. MT87463-LW

Title No. 0087463

SWD r.012910

STATUTORY WARRANTY DEED

MICHELLE L. KERWOOD, Grantor(s) hereby convey and warrant to **JAMES BARNES and MARI GATENS not as tenants in common, but with right of survivorship**, 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:

Lots 22 and 23 in Block 9 of WEST CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 **\$4,700.00**.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this 23 day of April 2010.

Michelle L. Kerwood
MICHELLE L. KERWOOD

STATE OF Missouri ss.

COUNTY OF Scott

On April 23, 2010 before me, Michelle L. Kerwood personally appeared MICHELLE L. KERWOOD personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that HE executed the same in his authorized capacity(ies), and that by his signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Lori Bryan



LORI BRYAN
My Commission Expires
January 9, 2011
Scott County
Commission #07993547

77 Amt

UTC 87463-LW

AFTER RECORDING

RETURN TO: MICHELLE KERWOOD
2923 STATE HWY Z
SIKESTON, MO 63801

FL-180

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michelle Kerwood</p> <p>Pro Per c/o P.O. Box 3276 Chico, California 95927-3276 TELEPHONE NO.: (530) 343-4934 FAX NO.: (530) 899-7634</p> <p>ATTORNEY FOR (Name): Michelle Kerwood, Petitioner</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE</p> <p>STREET ADDRESS: One Court Street MAILING ADDRESS: CITY AND ZIP CODE: Oroville, California 95965-3303 BRANCH NAME: Superior Court</p> <p>MARRIAGE OF PETITIONER: Michelle Kerwood RESPONDENT: Robert I. Kerwood</p> <p style="text-align: center;">JUDGMENT</p> <p><input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Judgment on reserved issues Date marital status ends: 3-11-2006</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <div style="display: flex; justify-content: space-between;"> FILED <div style="text-align: center;"> <p>Butte County Superior Court</p> <p>NOV 22 2005</p> <p>Sharol Strickland Clerk By <u>L. WOOD</u> Deputy</p> </div> FILED </div> <p style="text-align: center; margin-top: 20px;">CASE NUMBER: FL029843</p>
---	--

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.
The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____

2. This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Fam. Code, § 2336
☐ Contested

a. Date: _____ Dept.: _____ Room: _____
b. Judicial officer (name): _____ ☐ Temporary judge
c. ☐ Petitioner present in court ☐ Attorney present in court (name): _____
d. ☐ Respondent present in court ☐ Attorney present in court (name): _____
e. ☐ Claimant present in court (name): _____ ☐ Attorney present in court (name): _____
f. ☐ Other (specify name): _____

3. The court acquired jurisdiction of the respondent on (date): 9-10-2005
a. ☒ Respondent was served with process.
b. ☐ Respondent appeared.

4. **THE COURT ORDERS, GOOD CAUSE APPEARING:**

- a. ☒ Judgment of dissolution is entered. Marital status is terminated and the parties are restored to the status of unmarried persons
(1) ☒ on the following date (specify): 3-11-2006
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
- b. ☐ Judgment of legal separation is entered.
- c. ☐ Judgment of nullity is entered. The parties are declared to be unmarried persons on the ground of (specify): _____
- d. ☐ This judgment will be entered nunc pro tunc as of (date): _____
- e. ☐ Judgment on reserved issues.
- f. ☐ Wife's ☐ Husband's former name is restored (specify): _____
- g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h. ☐ This judgment contains provisions for child support or family support. Both parties must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change by filing an updated form. The form *Notice of Rights and Responsibilities--Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

MARRIAGE OF (Last name, first name of parties): Kerwood, Michelle and Robert	CASE NUMBER: FL029843
--	---------------------------------

4. i. ☒ A marital settlement agreement between the parties is attached.
j. ☐ A written stipulation for judgment between the parties is attached.
k. ☐ Child custody and visitation is ordered as set forth in the attached.
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).
(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
(4) ☐ other (specify):

l. ☐ Child support is ordered as set forth in the attached
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Support Information and Order Attachment (form FL-342).
(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).
(4) ☐ other (specify):

m. ☐ Spousal support is ordered as set forth in the attached
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Spousal or Family Support Order Attachment (form FL-343).
(3) ☐ other (specify):

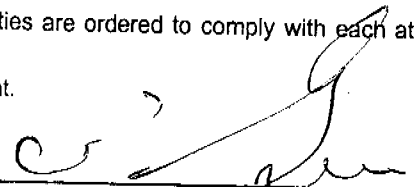
☐ NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal support.

n. ☒ Property division is ordered as set forth in attached
(1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Property Order Attachment to Judgment (form FL-345)
(3) ☐ other (specify):

o. ☐ Parentage is established for children of this relationship born prior to the marriage.
p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.
Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: **NOV 22 2005**



JUDICIAL OFFICER
☐ SIGNATURE FOLLOWS LAST ATTACHMENT

5. Number of pages attached: _____

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement benefit plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9

b) All property acquired by either of us after the date of our separation will be the separate property of the party acquiring it.

1 c) We have no interest in community property pensions, retirement plans, or savings.

2 d) Our community property residence at 64 Grand Avenue, Oroville, California will be
3 awarded to Robert, who will be solely responsible for the mortgage, taxes, insurance and all other obligations
4 on the house and will hold Michelle harmless from them and indemnify her for any losses she may incur in
5 relation to these obligations. However, Michelle is authorized to assist Robert in selling the residence, if he
6 decides to sell it to preserve its value or is unable to make payments in order to keep it.

7 e) Our four undeveloped community property lots near Klamath Falls, Oregon will be
8 awarded to Michelle, who will be solely responsible for the mortgage, taxes, insurance and all other
9 obligations on the house and will hold Robert harmless from them and indemnify him for any losses he may
10 incur in relation to these obligations. These properties are:

11 i. 3 acres described as: TWP 35 Range 7, Block Section 7, Tract POR Lot 13; Map
12 R-3507-007DA-01300-000.

13 ii. 10.69 acres described as: TWP 35 Range 7, Block Section 7, Tract E2 Lot 14; Map
14 R-3507-007DB-0100-000.

15 iii. 10 acres described as: TWP 35 Range 7, Block Section 7, Tract E2 Lot 17; Map
16 R-3507-007DB-01400-000.

17 iv. A lot in Chiloquin, Oregon, described as Chiloquin West, Block 9, Lot 22-23.

18 f) Our joint checking account at Butte Community Bank (#200126647) and GE Money Bank
19 account #6012 5041 5001 7642 will be assigned to Robert.

20 g) Butte Community Bank account # 200161610 will be assigned to Michelle.

21 h) Each of us will receive the credit cards primarily used by that person, subject to any new
22 charges since separation, and the person charging to that account will be solely responsible for all debts
23 pertaining to it.

24 i) Michelle will be responsible for payment of the past due IRS bill, penalties and interest in
25 the amount of approximately \$3233.

26 j) The 2000 Honda and 2002 Chevrolet Suburban automobiles are assigned to Michelle,
27 subject to her taking full responsibility for payment of all debt balances on the vehicles.
28

1 k) Robert shall remain solely responsible for the judgment solely against him and in favor of
2 Lisa Rivers as Next Friend of Keith Rivers, a minor, in the Eastern District of U.S. District Court, entered
3 February 17, 2004, Case number A-02-CA-828-JN, also registered in the Sacramento County Superior Court
4 as case #2:2005MC00038.

5 6. This constitutes a fair and equitable settlement of all our community property assets and
6 obligations.

7 7. For all debts individually incurred after the date of our separation, we each take full responsibility
8 for our own and will hold the other free and harmless from them and indemnify the other against them.

9 8. Each party is assigned their separate property acquired individually before our marriage, after our
10 separation, and during marriage by gift or inheritance, as well as individual and spousal entitlements to social
11 security benefits.

12 9. We have each made a full and complete disclosure of all our property. Each of us warrants to the
13 other that we have made no undisclosed gifts or transfers for less than adequate consideration of any
14 community assets with fair market values over \$50 without the other party's knowledge. If it is discovered
15 that either of us has or has disposed of an undisclosed beneficial interest in any community property, such
16 party shall, at the option of the other party, transfer and assign to the other party a one-half interest therein
17 or pay to the other party a sum equal to one-half of the fair market value of such beneficial interest, valued
18 as of the date of the discovery thereof by the other party.

19 10. We agree that we have exchanged the necessary information for a preliminary declaration of
20 disclosure of all assets and obligations, income and expenses; and we further agree that this Agreement
21 identifies all our assets in which we claim an interest, identifies which assets are community or separate, and
22 constitutes and shall be considered a full, complete and comprehensive Preliminary Declaration of
23 Disclosure under Family Code Sections 2104 and 2105.

24 We hereby waive, knowingly, intelligently and voluntarily, all rights to a formal written Declaration
25 of Final Disclosure under Family Code Section 2105, and we understand that this waiver precludes our
26 ability to have this Agreement set aside.

27 11. We will file joint state and federal income tax returns for tax years 2004 and 2005.
28

1 12. If we are unable to reach agreement regarding property disposition or any other issue arising out
2 of the dissolution of our marriage, we will seek assistance from a family counselor or a mediator before
3 submitting such issues to a court for decision. We will attempt in good faith to resolve such issues out of
4 court.

5 13. We shall each be responsible for one-half of any fees and costs incurred in connection with this
6 agreement and the legal proceedings to dissolve our marriage. However, each of us shall be responsible for
7 obtaining our own legal advice, if any, at our own expense. If legal proceedings are necessary to enforce any
8 of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and
9 costs incurred.

10 14. This agreement will be complete and effective as to all of its terms upon its execution by both
11 of us. Approval of the Court shall not be required in order for these terms to be binding on each of us. This
12 agreement shall inure to the benefit of and be binding upon each of us, our heirs, personal representatives,
13 successors and assigns.

14 15. This agreement has been negotiated between us and written with the assistance of mediator Jon
15 Luvaas of the Mediation Law Office in Chico, who has neither represented nor advised either of us regarding
16 the fairness, merits, problems, adequacy or accuracy of our information, or the legal or tax effects of this
17 Agreement. We have independently obtained this information and decided these matters for ourselves.

18 16. Our mediator has advised each of us to obtain separate legal and tax advice before signing and
19 each of us has been separately advised before signing this agreement, or has intentionally declined to do so.

20 17. We each agree to waive the confidentiality of this mediated agreement, as needed in order to
21 make it a part of our court orders.

22
23 DATED: 7-19-05

Michelle D. Kern

24
25 DATED: 7/19/05

Robert J. Kern

CALIFORNIA

***** ALL-PURPOSE *****

ACKNOWLEDGMENT

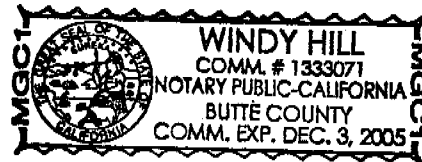
STATE OF CALIFORNIA

COUNTY OF BUTTE

On July 19, 2005, before me, Windy Hill, Notary Public, personally appear, Robert Kerwood , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Windy Hill



**** OPTIONAL INFORMATION ****

TITLE OR TYPE OF DOCUMENT Marital Settlement Agreement

DATE OF DOCUMENT 07/19/05 NUMBER OF PAGES 4

SIGNER(S) OTHER THAN NAMED ABOVE Michelle Kerwood

1 STATE OF CALIFORNIA County of Butte

2 On 7-19-05 before me, Kari Hamblin Notary Public

3 personally appeared Michelle Kerwood

4 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
5 name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in
6 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)
7 or the entity upon behalf of which the person(s) acted, executed the instrument.

8 WITNESS my hand and official seal.

9
10 Signature

Kari Hamblin



(This area for official notarial seal)

14 * * * * *

16 STATE OF CALIFORNIA County of Butte

17 On 7-19-05 before me, Kari Hamblin Notary Public.

18 personally appeared Robert Kerwood

19 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
20 whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they
21 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
22 the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the
23 instrument.

24 WITNESS my hand and official seal.

25
26 Signature

Kari Hamblin



27 See attached.

(This area for official notarial seal)