

**RECORDING COVER SHEET** (Please print or type)

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**2022-010785****Klamath County, Oregon**

00305671202200107850140147

09/06/2022 10:01:24 AM

Fee: \$147.00

Recording Office

**After recording return to:**

ORS 205.234(1)(c)

Nancy Nave Dicus

1136 Stanford Ave

Medford, OR 97504

**1. Title(s) of the transaction(s)**

ORS 205.234(1)(a)

Release of title per General Judgment of Dissolution of Marriage Case No 21DR14064

for the recreation residence located a Lake of the Woods, Freemont Winema Forest, Klamath County Oregon Block M, Lot 2

(this structure is not to be treated as real property, because the United States Forest Service holds title to the land)

**2. Direct party(ies) / grantor(s)**

Name(s)

ORS 205.234(1)(b)

Michael Thomas Dicus

PO Box 1408

Jacksonville, OR 97530

**3. Indirect party(ies) / grantee(s)**

Name(s)

ORS 205.234(1)(b)

Nancy Nave Dicus

1136 Stanford Ave

Medford, OR 97504

**4. True and actual consideration:**

ORS 205.234(1) Amount in dollars or other

\$ 50,000.00

Other: Paid during the dissolution of marriage

**5. Send tax statements to:**

ORS 205.234(1)(e)

Kathleen Harp

32300 SW Del Monte Drive

Wilsonville, OR 97070

**6. Satisfaction of lien, order, or warrant:**

ORS 205.234(1)(f)

☒ FULL☐ PARTIAL**7. The amount of the monetary obligation imposed by the lien, order, or warrant:**

ORS 205.234(1)(f)

\$

**8. Previously recorded document reference:** Case No 21DR14064**9. If this instrument is being re-recorded complete the following statement:**

ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book \_\_\_\_\_ and page \_\_\_\_\_, or as fee number \_\_\_\_\_."

Returned at Counter

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ATTEST: 3/10/22  
Jackson County Court  
Trial Court Administrator  
State of Oregon - Jackson County  
By: [Signature]  
D. Francis

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

In the Matter of the Marriage of:

MICHAEL THOMAS DICUS,

Petitioner,

and

NANCY NAVE DICUS,

Respondent.

Case No. 21DR14064

GENERAL JUDGMENT OF DISSOLUTION  
OF MARRIAGE

THIS MATTER having come before the court on the stipulation of the parties as set forth on the Court record and after a hearing on December 8 and 10, 2021, the Petitioner, Michael Dicus being represented by his attorney, Stefanie L. Burke, the Respondent, Nancy Dicus being represented by her attorney, James Pedrojetti, and the Court having reviewed the records and file herein, makes the following findings of fact:

FINDINGS OF FACT

1. The parties were married on January 1, 1997 in Medford, Oregon, and ever since have been Husband and Wife.
2. There is no other domestic relations suit or support petition pending between the parties in this or any other state.
3. Petitioner has been a resident of and domiciled in the State of Oregon continuously for six months immediately prior to the filing of the Petition.
4. The Court has jurisdiction over these matters.
5. Irreconcilable differences have arisen between the parties which have caused the irremediable breakdown of their marriage.

1           6.     The information required by ORS 107.085(3) and ORS 25.020(8) is as follows:

2     DATE AND PLACE OF MARRIAGE       :     January 1, 1997, Medford, Oregon

3     PETITIONER                       :     Michael Thomas Dicus  
4         Residence                   :     2040 Cady Rd., Jacksonville, OR  
5         Date of Birth               :     xx/xx/1952  
6         Social Security No.         :     xxx/xx/2129  
7         Maiden Name                 :     Filed Under UTCR 2.130  
8         Former Legal Names         :     Filed Under UTCR 2.130  
9         Driver's License No.        :     Oregon 9421

10    RESPONDENT                      :     Nancy Nave Dicus  
11         Residence                   :     1136 Stanford Ave., Medford, OR  
12         Date of Birth               :     xx/xx/1953  
13         Social Security No.         :     xxx/xx/6076  
14         Maiden Name                 :     Filed Under UTCR 2.130  
15         Former Legal Names         :     Filed Under UTCR 2.130  
16         Driver's License No.        :     Oregon xxx3966

17           7.     Respondent is not now pregnant.

18           8.     The Petitioner and the Respondent acknowledge that the agreement they reached on  
19     the record as to the disposition of property, whether or not equal, is just and proper under all of the  
20     circumstances.

21           9.     Petitioner is hereinafter referred to as "Husband", and Respondent is hereinafter  
22     referred to as "Wife".

23           NOW, THEREFORE,

24           IT IS ORDERED AND ADJUDGED as follows:

25           1.     TERMINATION DATE. The marriage of the parties is dissolved and the provisions  
26     of this Judgment are effective immediately.

27           1.1.   Any provision in a party's will which is now in effect that benefits the former  
28     spouse shall be deemed revoked in accordance with Oregon law. This revocation shall cause the will  
29     to be interpreted as if the former spouse did not survive the testator.

30           1.2.   Any provision in any trust created by or for the benefit of a party which is  
31     now in effect that benefits the former spouse shall be deemed revoked in accordance with Oregon  
32     law and the trust shall be interpreted as if the former spouse did not survive the decedent.

1           1.3. Except as otherwise provided herein, any designation of the former spouse as  
2 a beneficiary of any benefit including, but not limited to, retirement benefits, IRA accounts, life  
3 insurance policies, annuities, or assets where a party is able to designate a beneficiary to receive the  
4 proceeds of that asset upon the death of a party herein, which was in place on or before the date of  
5 this judgment, shall be deemed revoked. The surviving spouse shall cooperate with the decedent's  
6 estate to assure this directive is completed, specifically including the affirmative responsibility to  
7 disclaim, in writing, and within nine months of the date of death to assure that the surviving former  
8 spousal does not receive any benefit as a result of the decedent's failure to modify the beneficiary  
9 designation of the above described assets.

10           2. SPOUSAL SUPPORT. Husband is awarded spousal support from Wife in the amount  
11 of \$600 per month beginning December 1, 2021 and continuing on the first day of each month  
12 thereafter indefinitely. Wife shall pay Husband directly by electronic funds transfer and Husband  
13 shall provide the necessary information to effectuate this paragraph.

14           3. REAL PROPERTY. The parties are awarded as equal co-tenants in common and  
15 without the right of survivorship the real property located at 2040 Cady Road, Jacksonville, Oregon.

16           3.1. The parties shall immediately list the above described real property for sale  
17 with Jill Hamilton.

18           3.2. Any bona fide offer to purchase shall be accepted if the amount is equal to or  
19 greater than the listing price. The parties are only obligated to sell the property for cash and may  
20 not, unless by mutual agreement, be required to accept a land sale contract, second mortgage, or  
21 some other non-cash purchase offer.

22           3.3. The proceeds from the sale of the property shall be distributed in the  
23 following order of priority:

24           3.3.1. Payment of all costs of sale including, but not limited to: title reports,  
25 closing costs, real estate sales commissions, and property taxes due but unpaid.

26           3.3.2. Reimbursement to the individual who bore the cost of improving or

1 repairing the property for purposes of sale. "Improvement" is defined as something which enhances  
2 the market value or present condition of the property. Improvements include, but are not limited to:  
3 replacement/repair of the roof, heating system, electrical system, plumbing, siding, and landscape  
4 work. Improvements and repairs must be recommended by the real estate agent prior to them being  
5 made. No additional expenditures for any improvement costing in excess of \$500 shall be incurred  
6 without the prior agreement of both parties. Not included in this paragraph is the cost to repair the  
7 broken window and to clean the pool.

8 3.3.3. Any remaining proceeds from the sale of the property shall be evenly  
9 divided between the parties. Wife's half shall be reduced by the equalizing judgment herein.

10 3.4. Husband shall have the exclusive right to use and occupy the property until it  
11 is sold. Husband shall:

12 3.4.1. Be responsible for all repairs to the property. "Repairs" are defined as  
13 ordinary and routine services necessary to keep the property in its present condition and state of  
14 marketability. Any repairs which exceed \$500 shall be equally divided between the parties. Repairs  
15 do not include the cost to repair the broken window or to clean the pool.

16 3.4.2. Pay the utility bills as they become due.

17 3.4.3. Fully cooperate with all real estate sales agents in showing the  
18 property to prospective buyers and to any real estate sales agents who might want to familiarize  
19 themselves with it. Husband shall at all times maintain the property in a clean and orderly manner  
20 so as to make it as attractive to potential buyers as possible through ordinary care.

21 3.5. If either party incurs any expenses or makes any payment related to the  
22 property because the other party did not pay an expense or payment in accordance with the terms of  
23 this Judgment, the paying party shall be reimbursed the amount paid from the non-paying party's  
24 portion of the sale proceeds. The repayment shall be made at the time of closing.

25 3.6. The Petitioner and the Respondent shall have the right to mutually agree to  
26 vary any term of the provisions of this Judgment relating to the mechanics of the sale.

1           3.7. If any issue pertaining to the real property becomes a matter of dispute, any  
2 such issue in dispute shall be submitted for resolution to the court normally hearing domestic  
3 relations matters. Accordingly, the court shall retain jurisdiction over such matters.

4           4. PROPERTY AWARDED TO HUSBAND. Husband is awarded as his sole  
5 and separate property, the assets listed below. He takes this property subject to any encumbrances  
6 and shall hold Wife harmless therefrom:

7           4.1. All of Husband's personal property which is in his possession. The parties  
8 previously divided furniture and art and agree this division is just and equitable.

9           4.2. Bank accounts, investment accounts, stocks, bonds, securities, retirement  
10 benefits in his separate name.

11           4.3. The following personal items: all shop tools, quad, 1952 Ford pickup, 2007  
12 Toyota Tacoma, Harley Davidson motorcycle, tractor, cargo trailer, one half the cash (\$2500) and  
13 silver located in the safe deposit box.

14           5. PROPERTY AWARDED TO WIFE. Wife is awarded as her separate property, the  
15 assets listed below. She takes this property subject to any encumbrances and shall hold Husband  
16 harmless therefrom.

17           5.1. Wife is awarded the real property situated at 1136 Stanford Avenue, Medford,  
18 Oregon.

19           5.2. Wife is awarded the parties' interest in M2, LLC including the M2 cabin at  
20 Lake of the Woods.

21           5.3. All of Wife's personal property which is in her possession. The parties  
22 previously divided furniture and art and agree this division is just and equitable.

23           5.4. Bank accounts, investment accounts, stocks, bonds, securities, retirement  
24 benefits in her separate name except as set forth in paragraph 7 below.  
25  
26

1           5.5. The following personal property items: 2004 Mercedes ML350, all the  
2 Scheele/Nave silver, Scheele silverware, jewelry in the safe deposit box, one half the cash (\$2500),  
3 silver located in the safe deposit box and the personal items listed in Exhibit "1" attached hereto.

4           6.     DEBTS.

5           6.1. Husband shall assume and pay the following debts and obligations and shall  
6 hold Wife harmless and indemnify her from those debts:

7                     (1) All debts incurred in Husband's sole name.

8           6.2. Wife shall assume and pay the following debts and obligations and shall hold  
9 Husband harmless and indemnify him from these debts:

10                    (1) All debts incurred in Wife's sole name.

11           6.3. There is no marital debt.

12           6.4. Each party shall have an award against the other for any debt he or she has to  
13 pay which is the other's responsibility pursuant to this Judgment. A judgment may be obtained by  
14 filing with the court a motion and an affidavit or declaration with notice to the other party, setting  
15 forth the amount of payment and proof of such payment. The award shall bear interest at the interest  
16 rate charged by the creditor or at the legal rate of nine percent (9%). The interest shall begin to  
17 accrue at the time one party pays the debt which the other is required to pay under the terms of this  
18 Judgment.

19           7.     QUALIFIED DOMESTIC RELATIONS ORDER. The parties will equalize their  
20 retirement accounts at Brighthouse as of December 10, 2021.

21           Husband shall furthered be awarded one half of Wife's TOC Pension and it shall be  
22 transferred to Husband by presentation of a Domestic Relations Order (DRO). There shall be no  
23 survivor benefits to either party. The court shall retain jurisdiction for the presentation of further  
24 evidence or to resolve any disputes as to any issues related to the Pension and Retirement Plan and to  
25 enter any necessary DRO transferring any pension or retirement assets from Wife to Husband. The  
26 court shall retain jurisdiction until such time as the order has been accepted by the Plan

1 Administrator. The parties shall share equally the costs of preparing any DRO necessary to  
2 effectuate this paragraph. Husband shall retain Clark Williams to prepare the DRO. Any DRO  
3 prepared in connection with this paragraph shall be incorporated in and become a part of this  
4 Judgment.

5 The parties agree to equalize the Siskiyou Wealth IRA. The court shall retain jurisdiction for  
6 the presentation of further evidence or to resolve any disputes as to any issues related to the account  
7 and to enter any necessary DRO transferring any retirement assets from Wife to Husband. The court  
8 shall retain jurisdiction until such time as the order has been accepted by the Plan Administrator.  
9 The parties shall share equally the costs of preparing any DRO necessary to effectuate this  
10 paragraph. Husband shall retain Clark Williams to prepare the DRO. Any DRO prepared in  
11 connection with this paragraph shall be incorporated in and become a part of this Judgment.

12 8. EQUALIZING AWARD. Husband is awarded \$65,000 to equalize the property  
13 division herein. Husband shall receive these funds from the sale proceeds of the sale of 2040 Cady  
14 Rd., Jacksonville, Oregon.

15 9. NECESSARY DOCUMENTS. No later than thirty (30) days after signing this  
16 Judgment, each party shall execute or cause to be executed whatever documents are necessary to  
17 accomplish the terms of this Judgment; each party shall transfer or cause to be transferred all  
18 personal property awarded to the other party; and each party shall deliver to the other party all  
19 documents and records in that party's possession or control relating to all assets awarded to the other  
20 party. [This provision is not intended to require either party to return to the other party copies  
21 produced during the pendency of this action.]

22 10. NON-USE OF OTHER'S CREDIT. Neither party shall incur any debts or  
23 obligations upon the credit of the other, and each shall indemnify, defend, and hold the other  
24 absolutely harmless from any debt or obligation so charged or otherwise incurred.

25 11. INDEMNITY. Each party shall indemnify the other from any obligation assigned to  
26 him or her in this Judgment. Such indemnification shall be construed to provide maximum



1 protection to the indemnified party, so that the indemnifying party shall at all times assume full  
2 liability for and hold the other party harmless from all losses, damages, costs, charges, fees  
3 (including, but not limited to, attorney fees), penalties or expenses associated with the obligation.

4 12. APPLICABLE LAW. This Judgment shall be construed in accordance with the laws  
5 of the state of Oregon.

6 13. BINDING ON THE SUCCESSORS. Every provision of this Judgment shall inure to  
7 the benefit of and shall be binding upon the heirs, assigns, personal representatives, and all the  
8 successors in interest of the parties except with regard to spousal support.

9 14. WAIVER OF BREACH/MODIFICATION. If either party fails to insist upon strict  
10 compliance of any terms of this Judgment, that party may still insist on future compliance, and that  
11 party has not waived any rights under this Judgment. No modification of this Judgment shall be  
12 binding on either of the parties, unless the modification is in writing and signed by the parties or  
13 ordered by the court.

14 15. ENFORCEMENT. Each party shall comply with the provisions of this Judgment. In  
15 the event either party does not fulfill all or any of his or her obligations strictly in accordance with  
16 this Judgment and if the matter is placed in the hands of an attorney for enforcement, even though no  
17 suit or action is filed, the predominately prevailing party shall be entitled to receive his or her  
18 reasonable attorney fees and costs in addition to any remedy provided by law or equity. If a suit,  
19 proceeding, or action is filed and tried, heard, or decided, the amount of such attorney fees and  
20 paralegal fees and costs shall be fixed by the arbitrator, court, or courts in which the suit, proceeding,  
21 or action, including any appeal, is tried, heard, or decided.

22 16. ADEQUATE REPRESENTATION. Both parties acknowledge that they have been  
23 adequately represented by counsel, or had the right to be so represented during these proceedings  
24 and that they each fully understand their rights and liabilities.

25 17. MUTUAL RELEASE. Each party releases, waives, and relinquishes all claims and  
26 rights he or she has, may now have, or may hereafter have against the other or his or her estate as a

1 result of the marriage of the parties. This release applies to all claims and rights in all civil  
2 proceedings of any nature including claims based on the acts or omissions of either party through the  
3 date of the parties' divorce except for (1) any claims either party may have as to the enforcement of  
4 the terms of this Judgment; and (2) any claims either party may have against the other pursuant to  
5 ORS 107.452 or any successor statute for an inadvertent or intentional failure to disclose significant  
6 assets belonging to either or both of the parties.

7 18. CONTINUING JURISDICTION OF THE COURT. The court in this action shall  
8 retain jurisdiction over both parties to enforce all of the provisions of this Judgment.

9 19. SEVERABILITY. If the court concludes that any provision of this Judgment is  
10 invalid or unenforceable, that provision shall be severed from the remainder of this Judgment so as  
11 to avoid rendering the remainder of the Judgment invalid or unenforceable. The remaining  
12 provisions of this Judgment shall then continue in full force. If the court concludes that any  
13 provision is invalid in its scope, such provision shall be valid to the extent of the scope permitted by  
14 law.

15 20. PARAGRAPH HEADINGS. The headings of particular paragraphs are inserted only  
16 for convenience, and are not a part of this Judgment or a limitation of the scope of the particular  
17 paragraph to which each refers.

18 21. FORMER NAME. Wife is restored to her former name of Nave if she so desires.

19 22. ATTORNEY FEES. Each party will pay their respective attorney fees and costs  
20 incurred herein.

21 MONEY AWARD #1  
22 (Spousal Support Award)

- |    |    |                     |   |  |
|----|----|---------------------|---|--|
| 23 | 1. | Judgment Creditor   | : | Michael Dicus                            |
|    |    | Address             | : | 2040 Cady Rd., Jacksonville, OR          |
| 24 |    | Date of Birth       | : | xx/xx/1952                               |
|    |    | Social Security No. | : | xx-xxx-2129                              |
| 25 |    | Driver License No.  | : | Oregon xxx9421                           |
| 26 | 2. | Creditor's Attorney | : | Stefanie L. Burke                        |
|    |    | Address             | : | 14 N. Central Ave., Ste 104, Medford, OR |

- 1 Telephone Number : (541) 779-8900
- 2 3. Judgment Debtor : Nancy Dicus
- 3 Address : 1136 Stanford Ave., Medford, OR
- 4 Date of Birth : xx/xx/1953
- 5 Social Security No. : xxx-xx-6076
- 6 Driver License No. : Oregon xxx3966
- 7 4. Debtor's Attorney : James Pedrojetti
- 8 Address : 201 W Main St., #4C, Medford, OR
- 9 Telephone Number : (541) 842-2139
- 10 5. Award Amount:
- 11 A. Spousal Support:
- 12 (1) Amount of support \$600 per month.
- 13 (2) Beginning date: December 1, 2021
- 14 (3) Ending date for spousal support payments:
- 15 (a) Death of either party; or
- 16 (b) Further Court order.
- 17 6. Pre-Award Interest : None
- 18 7. Post-Award Interest : Nine percent (9%) per annum simple on the
- 19 unpaid principal portion of each monthly spousal
- 20 support installment, from and after the date each
- 21 support payment becomes due and payable.

MONEY AWARD #2  
(Equalizing Award)

- 22 1. Judgment Creditor : Michael Dicus
- 23 Address : 2040 Cady Rd., Jacksonville, OR
- 24 Date of Birth : xx/xx/1952
- 25 Social Security No. : xx-xxx-2129
- 26 Driver License No. : Oregon xxx9421
- 27 2. Creditor's Attorney : Stefanie L. Burke
- 28 Address : 14 N. Central Ave., Ste 104, Medford, OR
- 29 Telephone Number : (541) 779-8900
- 30 3. Judgment Debtor : Nancy Dicus
- 31 Address : 1136 Stanford Ave., Medford, OR
- 32 Date of Birth : xx/xx/1953
- 33 Social Security No. : xxx-xx-6076
- 34 Driver License No. : Oregon xxx3966
- 35 4. Debtor's Attorney : James Pedrojetti
- 36 Address : 201 W Main St., #4C, Medford, OR
- 37 Telephone Number : (541) 842-2139

- 1/27/2022 9:54:08 AM

Erin M. Bean

CERTIFICATE OF SERVICE

James J. Pedrojetti  
Davis & Pedrojetti LLP  
Attorneys at Law  
201 W Main Street, Suite 4C  
Medford, OR 97501

\_\_\_\_\_ By depositing said true copy in the United States Post Office at Medford, Oregon in a sealed envelope with postage fully prepaid thereon, addressed to the following and that between the same post office and the address to which said copy was mailed, there is a regular communication by U.S. Mail.

HORNECKER COWLING LLP

**HORNECKER COWLING LLP**  
14 North Central Ave., Ste. 104  
Medford, OR 97501  
541-779-8900

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UTCR 5.100(2) COMPLIANCE

Pursuant to UTCR 5.100(2): I certify I made service as set forth above not less than three (3) days prior to submission to the Court.

This proposed order/judgment is ready for judicial signature because:

(1) ☐ Each opposing party affected by this order/judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.

(2) ☒ Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted **OR** by written confirmation of approval sent to me.

(3) ☐ I have served a copy of this order/judgment on all parties entitled to service and,

☐ No objection has been served on me,

☐ I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved,

☐ After conferring about objections, opposing party agreed to independently file any remaining objection,


(4) ☐ The relief sought is against an opposing party who has been found in default,

(5) ☐ An order of default is being requested with this proposed judgment,

(6) ☐ Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

DATED this 26<sup>th</sup> day of January, 2022.

HORNECKER COWLING LLP

  
Stefanie L. Burke, OSB No. 032783  
Of Attorneys for Petitioner  
Facsimile: 541-773-2635

## Items remaining to be picked up:

- Master bedroom suite furniture (Agreed to determine by a roll the dice, Ms. Dicus rolled a 6 and Mr. Dicus rolled a 5) and bedding
- Entry table and mirror
- Golf pictures (2) by Bogie Lloyd
- Gray bar stools
- Black metal patio table and chairs and yellow table cloth
- ~~2 front porch pots~~
- Mangle
- Manual plastic hand drill
- Amazon outlet plugs (in black box on the kitchen counter)
- Mom's golf clubs
- Blue Heron artwork with gold frame (that was mine prior to the marriage)
- Ms. Dicus' FXDL Harley motorcycle
- Rusty Fish on dining room wall
- Nancy's treasure box in attic
- All other items will remain in Mr. Dicus' possession and will be his responsibility