

## IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

In the Matter of the Marriage of: )  
LOLA JOYE HOWELL, )  
Petitioner, )  
and )  
ROBERT EUGENE HOWELL, )  
Respondent. )

Case Number: 15-86-05565

STIPULATED  
DECREE OF DISSOLUTION

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THIS MATTER coming on regularly before the undersigned Judge of the Circuit Court for Lane County, on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, with both Petitioner and Respondent having appeared herein, and the Court noting the parties, through counsel, have stipulated to a decree of divorce, and the Court being fully advised in the premises,

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

1. The relevant data regarding the parties is shown on the Relevant Data Sheet, Exhibit A, attached hereto and by this reference incorporated herein.

2. As irreconcilable differences exist in the marital relationship leading to an irretrievable breakdown, the marriage of the parties is dissolved and the marriage relationship shall terminate on the 7 day of FEBRUARY, 1997.

3. The parties have signed a Marital Settlement Agreement, attached hereto and by this reference incorporated herein, disposing of all property, debts and support issues between the parties. The Court has reviewed this Agreement and approves this Agreement. The parties are ordered to abide by the terms thereof.

4. All children of this marriage are now of majority age.

5. Neither party is awarded spousal support.

6. The parties' entire right, title and interest in and to the real  
REAL ESTATE EXCISE TAX

Page 1 - Decree

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Attorney at Law  
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Florence, Oregon 97439  
(503) 997-8285  
Bar # 751310

APR 16 1992

PAID exempt  
JW Deputy  
SKAMMIA COUNTY TREASURER

property described below (legal description contained in Marital Settlement Agreement) is awarded to the party indicated:

WIFE: 9421 Alder Creek Lane, Canby, Oregon  
1297 S. Fir, Canby, Oregon

HUSBAND: Ha-Sca-Ta Apartments and Mobile Home Park  
Washington Property

7. Each party is hereby awarded as their sole and separate property, free and clear of any claim of the other party, that property as set out in the Marital Settlement Agreement.

8. Any party receiving property under this decree shall assume any debt thereon, unless specifically provided for in this decree or the approved Marital Settlement Agreement, and shall hold the other harmless therefrom. Should one party fail to perform this obligation, the other party may have judgment for the amount of the debt.

9. Wife's former legal name of LOLA JOYE SMITH is hereby restored to her.

10. Each party shall be responsible for their own attorney fees, costs and disbursements in this proceeding.

IT IS SO STIPULATED this 3rd day of DECEMBER, 1986.

D. Ronald Gerber  
D. Ronald Gerber - OSB#751310  
Attorney for Husband

Tom Nicholson  
Tom Nicholson - OSB#81326  
Attorney for Wife

Robert Eugene Howell  
Robert Eugene Howell

Lola Joy Howell  
Lola Joy Howell

IT IS SO ORDERED this 7th day of JANUARY, 1987.

DRG

Douglas R. Spencer  
CIRCUIT COURT JUDGE

This is moved &  
Submitted by:  
D. Ronald Gerber  
Attorney for Husband

**MARITAL SETTLEMENT AGREEMENT**

**THIS IS AN AGREEMENT** made between **LOLA JOYE HOWELL**, hereafter **WIFE**, and **ROBERT EUGENE HOWELL**, hereafter **HUSBAND**.

**RECITALS**

The parties were lawfully married on August 15, 1971 in Clackamas County, Oregon.

All children of this marriage are now of majority age.

It is the desire of the parties to settle between themselves the questions relating to the division of their property. This Agreement is a final and complete adjustment of all of their property rights, interests and claims. In consideration of the mutual promises, agreements and covenants contained in this document, it is agreed as follows:

1. **EFFECTIVE DATE.** This Agreement shall be binding upon the parties and their respective legal representatives, successors and assigns immediately upon the husband and wife affixing their signatures hereto.

2. **SPOUSAL SUPPORT.** Both husband and wife waive any claims to spousal support.

3. **INSURANCE.** The Husband, for a period of six (6) months after the divorce is final, shall continue to carry the Wife on any existing medical and/or dental insurance policies now in force.

4. **REAL PROPERTY.** The parties presently own the following properties. Each party agrees to release to the other any and all interest therein, and to assume any and all encumbrances thereon, and save the other party harmless therefrom. Husband shall pay the November 1986 payment on the Alder Creek Lane rental and the Fir Street rental and furnish proof thereof at the time of execution of this agreement. Husband shall deliver to wife all documents in his possession in any manner related to the two rentals including, but not limited to, loan papers, real property tax statements, income tax materials, disbursement records, receipts, etc.

**TO WIFE:** A. 1297 S. Fir Street, Canby, Oregon  
Legal: Lot 3, Neva Place, in Clackamas County, Oregon

B. 9421 Alder Creek Lane, Canby, Oregon  
Legal: See Exhibit C

**TO HUSBAND:** A. Ha-Sea-Ta Apartments and Mobile Home Park  
87687 Hwy. 101 N., Florence, Oregon  
Legal: See Exhibit D

B. Interest in Washington property.  
Legal: See Exhibit E

## EXHIBIT E

Washington Property

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Robert Howell*

APR 16 3 12 PM '92

*P. Lowry*  
FOR  
GARY H. OLSON

The following described real estate situated in Skamania County,  
Washington:

A tract of land located in Section(s) 26 and 27,  
Township 2 North, Range 6 East of the Willamette  
Meridian, described as follows:

Tract No. 5 according to survey designated Beacon  
Highlands recorded in Book 1 of Surveys at page  
257, under Auditor's File No. 91239, recorded  
September 12, 1980, records of Skamania County,  
Washington.

Together with a 60 foot easement for ingress,  
egress and utilities over and across that roadway  
designated Easement "A" and Easement "B" as set  
forth on survey recorded September 12, 1980 in Book  
1 of Surveys at page 257, under Auditor's File No.  
91239, records of Skamania County, Washington.

Subject to a 60 foot non-exclusive easement for  
ingress, egress and utilities over and across that  
roadway designated as Easement "B"  
as set forth on survey recorded September 12, 1980  
in Book 1 of Survey at page 257, Auditor's File No.  
91239 records of Skamania County, Washington.  
Easement "B" is for the benefit of Beacon Highlands  
and other land retained by sellers in the South  
half of Section 27, Township 2 North, Range 6 East  
of the Willamette Meridian,

Subject to an easement for a pipeline granted to  
Pacific Northwest Pipeline Corporation, recorded  
under Auditor's File 49836, at page 479 of Book 40  
of Deeds, and by right of way contract recorded  
under Auditor's File No. 50086, at page 178 of Book  
41 of Deeds, records of Skamania County,  
Washington.

Subject to a Declaration of Road Maintenance  
Agreement recorded in Book 6 of Agreements and  
Leases at page 383, under Auditor's File No. 91240,  
recorded September 15, 1980, records of Skamania  
County, Washington, to which reference is hereby  
made for full particulars. (Affects all Lots in  
Beacon Highlands).

Subject to a Declaration of Covenants and  
Restrictions for Beacon Highlands recorded in Book  
78 of Deeds, page 688, under Auditor's File No.  
91241, recorded September 12, 1980, records of  
Skamania County, Washington, to which reference is  
hereby made for full particulars. (Affects all  
lots in Beacon Highlands).

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