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Name, Address and Telephone Number of Attorney(s)

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Attorney(s) for Petitioner

Space Below for Use of Court Clerk Only

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

In re the marriage of

CASE NUMBER

Petitioner: **TRUDY A. RODGERS**
and

D 928104

Respondent: **JAMES F. RODGERS**

**INTERLOCUTORY JUDGMENT OF
DISSOLUTION OF MARRIAGE**

This proceeding was heard on July 7, 1978 before the Honorable George Kalinsky (Pro-Tem)
(Date)

Department No. 2E

The court acquired jurisdiction of the respondent on 9-26-77 by:
(Date)

☒ Service of process on that date, respondent not having appeared within the time permitted by law.

☐ Service of process on that date and respondent having appeared.

☐ Respondent on that date having appeared.

The court orders that an interlocutory judgment be entered declaring that the parties are entitled to have their marriage dissolved. This interlocutory judgment does not constitute a final dissolution of marriage and the parties are still married and will be, and neither party may remarry, until a final judgment of dissolution is entered.

The court also orders that, unless both parties file their consent to a dismissal of this proceeding, a final judgment of dissolution be entered upon proper application of either party or on the court's own motion after the expiration of at least six months from the date the court acquired jurisdiction of the respondent. The final judgment shall include such other and further relief as may be necessary to a complete disposition of this proceeding, but entry of the final judgment shall not deprive this court of its jurisdiction over any matter expressly reserved to it in this or the final judgment until a final disposition is made of each such matter.

The custody of the minor children of the parties, namely **CASEY WILLIAM RODGERS**, born February 17, 1972, and age 6 years, and **LOGAN ANDREW RODGERS**, born July 28, 1974, age 3 years, is awarded to the petitioner, subject to respondent's right of reasonable visitation.

Respondent shall pay to the petitioner as and for the support of the minor children, the sum of \$250.00 per month, per child, a total of \$500.00 per month, payable one-half on the 1st day of each month and one-half on the 15th day of each month, commencing August 1, 1978, and continuing thereafter until each minor child marries, becomes self-supporting, or reaches the age of 18 years, or until order of a court of

XXXXXXXXXXXXXXXXXXXXXXXXXXXX (Cont'd)

XXXXXXXXXXXXXXXXXXXX

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competent jurisdiction, whichever first occurs.

As and for additional child support, respondent shall maintain the minor children on a major medical and dental policy of insurance. Said coverage is to include what is defined in the policy, plus emergency benefits. Any other or further coverage is to be mutually agreed upon by the parties. The premium payment for coverage as stated herein shall not exceed \$75.00 per month for major medical and dental insurance per month.

Respondent shall pay to the petitioner as and for spousal support, the sum of \$300.00 per month, payable one-half on the 1st day of each month and one-half on the 15th day of each month, commencing August 1, 1978, and continuing thereafter for each and every month until May 1, 1981, or until the death or remarriage of petitioner, or until further order of a court of competent jurisdiction, or death of respondent, whichever shall first occur. Thereafter, respondent shall pay to petitioner, the sum of \$1.00 per year commencing May 1, 1981 and continuing thereafter until May 1, 1983, at which time spousal support shall terminate.

The family residence of the parties located at 6102 Wooster Avenue, Los Angeles, California, and more particularly described as

Lot 111 of Tract 24252 In The County of Los Angeles
as per map recorded in Book 653, Page 26 of Maps
in the office of the County Recorder of said County

shall be disposed of as follows:

Petitioner and respondent agree that said home shall be sold as soon as possible. The parties agree to accept \$150,000.00 as a gross sales price minus a Real Estate Broker's commission and closing costs, with full payment of all liens against said residence. The net proceeds from the sale of said residence shall be divided equally between the parties. Until said residence is sold, petitioner and minor children of the parties shall reside in said home. Further, until said residence is sold, respondent shall pay all the monthly installment payments due on loans against said home. During the period that respondent actually pays said installment payments, respondent need not pay to petitioner the \$300.00 monthly spousal support. However, when the family home is sold, and after payment of all liens, petitioner shall be paid from respondent's share of the net proceeds, all spousal support payments deferred by respondent. Further, when said residence is sold, respondent shall be reimbursed from the gross

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sale proceeds for all payments made by respondent in connection with said home from July 1, 1977 until the date of the sale of said resident. In the event the home is not sold at a mutually agreeable price as set by the parties by December 15, 1978, the the home may be listed for a sale at any price agreeable to respondent, so long as is reasonable based on comparable sales in the area.

The real property located in the County of Pershing, State of Nevada, and legally described as

T32 N, R 34 E, M. D.M. Sec. 11, W 2s E 4,
comprising 78.21 acres on the north facing slope
of Humboldt Range, 1 mile west of Interstate Highway
80, being approximately 40 miles north of Lovelock, 32 miles
south of Winnemucca and in the vicinity of Imlay, Nevada

is confirmed to the respondent as his sole and separate property and upon request by respondent, petitioner shall execute a Quitclaim Deed to said property in favor of respondent.

The real property located in the County of Okanogan, State of Washington, the legal description which is attached hereto, marked Exhibit "A", and incorporated herein by this reference is to be disposed of as follows:

Title to said property is currently held three-quarters in the name of petitioner only and one-quarter in the name of respondent's brother. Petitioner agrees at the request of respondent to execute a deed to said property so that title will be held one-half in the name of respondent's brother and one-half in joint tenancy between petitioner and respondent. Petitioner agrees that she will not sell, encumber or alienate her interest in said property in any manner during the lifetime of respondent, and further, that respondent may use said property in any manner during his lifetime, providing that petitioner shall have no liability for any costs whatsoever in connection with said property. Upon the death of respondent while in title of said property, the entire interest of petitioner and respondent shall be held in trust by petitioner for the benefit of the minor children herein and shall be distributed to said children equally when the younger of the surviving child reaches the age of 21 years. In the event that petitioner predeceases respondent, then respondent shall execute a Will providing for distribution of the property equally to said children upon his death. In the event that respondent elects to sell said property, then upon his request petitioner shall execute any and all documents necessary to effectuate said sale and petitioner and respondent shall divide equally the net proceeds due them from the sale of the property. In the event that

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respondent elects to sell said property after the death of petitioner, then one-half of the net proceeds shall belong solely to respondent and one-half of the net proceeds shall be distributed forthwith equally to the children of the parties, or the surviving child.

The petitioner is awarded the following property as her sole and separate property: (1) The 1972 Ford LTD automobile, California License No. 493 ETB; (2) all checking and savings accounts presently standing in the sole name of petitioner; (3) All rights, title and interest in and to the song, "The Christmas Mouse," and (4) all household furniture, furnishings and personal effects presently in the possession of petitioner.

The respondent is awarded the following property as his sole and separate property: (1) 1973 Mercury automobile; (2) all checking and savings accounts presently standing in the sole name of respondent; (3) any and all right, title and interest of respondent in and to any business, song, lyrics or other property presently standing in the name of respondent; and (4) all household furniture, furnishings and personal effects presently in the possession of respondent.

Respondent is to pay and keep current all of the community debts and obligations incurred by the parties prior to June 10, 1977, except in connection with the family residence, and to hold the petitioner harmless therefrom.

The court shall retain jurisdiction over the issue of community property, and orders that any hereafter discovered or non-mentioned community property shall be divided equally between the parties.

The court makes no order herein concerning any retirement and/or pension plan that respondent has. However, the court shall retain jurisdiction over the issue of said retirement and/or pension plan for the purpose of making its order concerning distribution of same.

Respondent shall pay to Edward M. Aronin, attorney for petitioner, the sum of \$750.00 as and for his contributive share of petitioners attorney fees from his share of the proceeds from the family residence sale.

The parties are enjoined and restrained from annoying, harassing or molesting the other in any manner whatsoever.

THE CLERK IS ORDERED TO ENTER THIS JUDGMENT.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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EXHIBIT "A"

A tract of land located in Section 6, Township 1 North,
Range 5 E.W.M., and in Section 31, Township 2 North,
Range 5 E.W.M., described as follows:

Beginning at a point marked by an iron pipe which
was formerly the center line of a 30 foot road, said pipe
being 198.4 feet South and 159 feet West of the section
corner common to Sections 31 and 32, Township 2, North,
Range 5 E.W.M., and Sections 5 and 5, Township 1 North,
Range 5 E.W.M.; thence South 02°00' East 351.9 feet to an iron
pipe on the river bank; thence following the meanderings of the
Washougal River downstream North 31°22' West 344.0 feet to
a point; thence North 42°05' West 192.0 feet to a point; thence
North 51°25' West 106.1 feet to a point; thence North 64°59'
West 174.0 feet to a point; thence South 67°54' West 59.7
feet to an iron pipe; thence departing from meanderings of
said river North 48°54' East 260.2 feet to an iron pipe;
thence North 36°45' East 185.0 feet to an iron pipe in the
center of a 30 foot used roadway; thence following the center
line of said road South 66°24' East 34.1 feet to an iron pipe;
thence South 40°41' East 171.7 feet to an iron pipe; thence
departing from said roadway South 05°17' East 200.2 feet
to an iron pipe; thence South 34°42' East 216.4 feet to the
point of beginning.

STATE OF WASHINGTON) SS.
COUNTY OF SPOKANE)
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF INTENT

KNOW ALL MEN BY THESE PRESENTS THAT

450 N.E. EVERETT ST.

SPokane, WA. 99207

AT 1:45 P.M. NOV. 23, 1982

BY _____

NOTARY PUBLIC

My Comm. Expires _____

WITNESSED BY _____

EXHIBIT "A"