

147576

BOOK 237 PAGE 40

FILED
SKAMANIA CO, TITLE

FEB 11 11 45 AM '03

AMBER

J. MICHAEL JENSEN

AFTER RECORDING MAIL TO:

Name The BROWNS
Address P.O. Box 80044
City/State Portland OR 97280
SEN 25979

Document Title(s): (or transactions contained therein)

1. The Circuit Court of the State of Oregon
2. For the County of Multnomah
3. Department of Domestic Relations
4. Decree of Dissolution

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Albert Edward Brown
2. Mickie Lee Brown

3. _____
4. _____
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Brown, Edward
2. Brown, Michael David

3. _____
4. _____
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lot 45 Northwoods

Gary H. Martin, Skamania County Assessor
Date 2/11/03 Parcel # 96-000045

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

REAL ESTATE EXCISE TAX

22798

FEB 11 2003

PAID 14,000.00

G. J. Jensen

SKAMANIA COUNTY TREASURER

Entered in Journal

SEP 24 1985

BOOK 237 PAGE 41

RECEIVED SEP 18 1985
CIRCUIT COURT
MULTNOMAH COUNTY
1985 SEP 23 AM 11:55
CIVIL

JEH IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

Department of Domestic Relations

4 In the Matter of the Marriage of:)

5 ALBERT EDWARD BROWN,

No. D8506-64354

6 Petitioner,

7 and

8 MICKIE LEE BROWN,

STIPULATED DECREE
OF DISSOLUTION

9 Respondent.)

10 This matter coming before the court upon the
11 stipulation of the parties hereto and it appearing
12 that certified copies of Petitioner's Summons and
13 Petition for Dissolution of Marriage were duly served
14 upon Respondent on the 12th day of June, 1985; Respondent
15 not having made an appearance herein and the time for
16 making such an appearance having expired; the Court
17 having considered Petitioner's affidavits; the Court
18 finds that it has jurisdiction of the parties and the
19 marriage and that irreconcilable differences between
20 the parties have caused the irremediable breakdown of
21 their marriage and that the following facts exist:

22 PETITIONER'S ADDRESS:

9840 S.W. 18th Place
Portland, Oregon 97219

23 RACE: Caucasian

24 DOB: 9/25/34

AGE: 50

25 SS#: 543-36-6947

First Marriage

26 /////

Page 1 - STIPULATED DECREE OF DISSOLUTION

TAMBLYN & BUSH
Attorneys at Law
811 S. W. Front Avenue
Portland, Oregon 97204
(503) 241-1320

1 RESPONDENT'S ADDRESS: 9840 S.W. 18th Place
2 RACE: Caucasian Portland, Oregon 97219
3 MAIDEN NAME: FAVER DOB: 1/11/41 AGE: 44
4 SS#: 543-46-0520 First Marriage
5 DATE/PLACE OF MARRIAGE: October 17, 1960
6 Washington County, State of Oregon
7 CHILDREN OF THIS MARRIAGE: All children of this marriage
8 are emancipated.

9 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
10 DECREED that:

11 1. The marriage of the parties is dissolved and shall
12 terminate on the 21 day of October, 1985, or if
13 appeal is taken, then upon determination of appeal, which-
14 ever is later, without further action of either party;

15 2. If either party shall die before said date, the
16 marriage relationship shall terminate immediately before
17 such death unless an appeal is pending. Upon such death
18 if an appeal is pending, it may be continued by personal
19 representative of the deceased party and the Court of
20 Appeals or the Supreme Court shall have the power to
21 determine finally all matters presented on such appeal;

22 3. Any will previously executed by either party in
23 favor of the other party is hereby revoked unless the will
24 expresses a different intent; and

25 4. That the Property Settlement Agreement between the
26 parties, dated the 14th day of June, 1985 is hereby incorporated

Page 2 - STIPULATED DECREE OF DISSOLUTION

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1 herein by this reference and by attachment hereto and
2 the real and personal property of the parties is to be
3 divided in accordance with said Property Settlement
4 Agreement;

5 5. The debts, bank accounts, securities, pension
6 plans, IRA's, insurance, annuities, cash and money market
7 funds of the parties are to be divided in accordance with
8 said Property Settlement Agreement;

9 6. No spousal support shall be awarded to either
10 party;

11 ORDERED this 20 day of Sept, 1985.

12
13
14 
15 CIRCUIT COURT JUDGE

16 IT IS SO STIPULATED:

17

18 
19 ALBERT EDWARD BROWN, Petitioner

20

21 
22 MICKIE LEE BROWN, Respondent

23

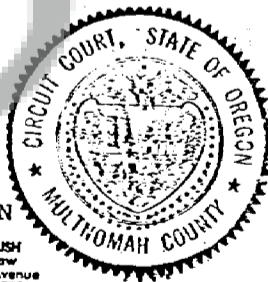
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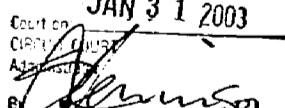
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Page 3 - STIPULATED DECREE OF DISSOLUTION

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(503) 241-1320



STATE OF OREGON }
County of Multnomah }
The foregoing copy has been compared and
is certified by me as a full, true and correct
copy of the original on file in my office and in
my custody.
In Testimony Whereof, I have hereunto set
my hand and affixed the seal of the
Court on
JAN 31 2003

Clerk

Entered in Journal

SEP 24 1985

RECEIVED
C. J. H. COOK
MULTNOMAH COUNTY

1985 SEP 23 AM 11:55

CIVIL

JEH

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

Department of Domestic Relations

BOOK 237 PAGE 44

In the Matter of the
Marriage of

ALBERT EDWARD BROWN,

Petitioner,

and

MICKIE LEE BROWN,

Respondent,

No. D8509-64354

PROPERTY SETTLEMENT
AGREEMENT

Irreconcilable differences having caused the
irremediable breakdown of the marriage between the
parties herein, and the parties wanting to fully, finally
and forever effect an agreement, compromise and
settlement with respect to their property rights and
obligations, the parties hereby agree:

1. Effective Date and Modification.

This agreement shall become effective upon its
execution by both of the parties herein. Upon this
agreement becoming effective, it shall be final and
binding upon the parties and may not be modified or
terminated except by:

a. Operation of Law;

b. Any modification provisions specifically
contained in this agreement; or

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Page 1 - PROPERTY SETTLEMENT AGREEMENT

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c. Joint written agreement between the parties signed by each which, with respect to any modifications reflecting a change in support for either of the parties or children of the parties or custody of children of the parties, shall not become effective until approved by the court.

2. Property Division

The property heretofore owned by the parties or either of them shall be divided as follows.

A. The real property of the parties legally described as:

A parcel of land contained in the Southwest quarter of Section 28, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of Lot 105, "Plat of Maplecrest" as described in the records of Multnomah County, Oregon; and running thence South 89° 27' East 43.70 feet to an iron pipe located in the West line of 10 foot strip, said West line being the West line of the 5 foot strip excepted and reserved in deed recorded in Book 1671, Page 85 of Multnomah County, Oregon deed records; thence South 12° 42' East 85.25 feet along the Westerly side of said 10 foot strip and access to Marshall Park to an iron rod; thence South 01° 38' East 13.50 feet along the Westerly side of said 10 foot strip to an iron rod and true point of beginning of the parcel herein described; thence South 01° 38' East 118.25 feet along the said westerly side of said 10 foot strip to an iron rod on the Northerly boundary of Maplecrest Drive; thence Westerly along the arc of a curve to the left and northerly boundary of S.W. Maplecrest Drive, 52.43 feet (Central angle equals 8° 35', radius equals 350 feet); thence continuing Westerly

1 along the North boundary of Maplecrest Drive
2 and the arc of a curve to the left, 70.83 feet
3 (Central angle equals 160° 14', radius equals
4 250 feet) to an iron rod on the easterly
5 boundary of S.W. 18th Place; thence North 220
6 14' West 118.30 feet to an iron rod; thence
7 North 73° 47' East 164.35 feet to an iron rod
8 and true point of beginning of the parcel
9 herein described.

10 Shall be awarded to Petitioner, Albert Edward Brown,
11 subject to a lien in favor of Respondent
12 Mickie Lee Brown, for one-half of the equity in said
13 property after costs of sale, to be paid to respondent
14 ten years from the date of the Decree herein upon sale of
15 said residence by petitioner at that time or, the terms
16 of payment of the lien to be renegotiated at that time
17 based upon the appraised value of the property should
18 petitioner not wish to sell the house.

19 B. The real property of the parties described as:
20 Seasonal dwelling at North Woods Recreation
21 Area, Skamania County, State of Washington on
22 Cabin site 45 of the NORTH WOODS, being part of
23 Government Lots 4 & 8, Section 26, Township 7
24 North, Range 6 East of the Willamette
25 Meridian.

26 Shall be awarded to petitioner subject to a lien in favor
of the son of the parties, MICHAEL DAVID BROWN, for
one-half of the equity in said real property upon the
sale of the cabin or upon the death of petitioner.

////

1 C. Respondent shall receive as her own separate
2 property free from any claim of petitioner the following:

- 3 1. All personal property in her possession.
4 2. All of the antiques, all personal gifts and all
5 personal property of respondent located in the
6 matrimonial home.
7

8 D. The following property shall be awarded to
9 petitioner free from any claim of respondent:

- 10 1. All personal property in his possession.
11 2. All of the remaining personal property located
12 in the matrimonial home, not specifically awarded to
13 respondent herein.
14

15 3. Investments

16 A. Petitioner shall be awarded his Emerson
17 Electric Company retirement plan and all his Social
18 Security benefits.

19 B. Petitioner shall be awarded all of the
20 securities, annuities, IRAs, money market funds, bank
21 accounts and insurance policies belonging to the parties.
22 Respondent shall be awarded a cash payment of \$5,000 in
23 settlement of her interest therein, to be payable upon
24 the signing of this Property Settlement Agreement.
25

26 ////

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Page

1 4. Boats and Vehicles

2 A. Petitioner shall be awarded the 1972 18' Sea
3 Swirl Ski Boat and Trailer.

4 B. Respondent shall be awarded the 1980 Datsun
5 200SX.
6

7 5. Obligations of the Parties

8 Each of the parties shall be responsible for his/her
9 own debts.

10 A. Each of the parties covenants with the other
11 that since the separation of the parties neither has
12 contracted any obligations for which the other would be
13 liable, or, if any have so been contracted, the
14 contracting party will hold the other harmless from any
15 liability thereon.

16 6. Release

17 Except as specifically provided herein, each of the
18 parties releases the other from any and all claims or
19 demands of whatsoever nature which either party has or
20 may claim to have against the other growing out of or in
21 any way connected with the marriage of the parties to
22 each other and its subsequent dissolution, including but
23 not limited to all claims for property, support, suit
24

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25 ////

26 ////

Page

5 - PROPERTY SETTLEMENT AGREEMENT

TAMBLYN & BUSH
Attorneys at Law
811 S. W. Front Avenue
Portland, Oregon 97204
(503) 241-1320

1 money, attorney fees, and costs. This agreement is
2 intended to be. A FULL BINDING AND COMPLETE FINAL
3 PROPERTY SETTLEMENT between the parties except as
4 specifically set forth herein.

5 7. Waiver

6 The failure of either party to insist upon strict
7 performance of any provision of this agreement shall not
8 be deemed a waiver of any right to insist upon strict
9 performance of such provision or of any other provision
10 of this agreement at any time.

11 8. Voluntary Execution

12 Husband and wife each acknowledge that this
13 agreement has been entered into on his or her own
14 volition, with full knowledge of the facts and full
15 information as to the legal rights and liabilities of
16 each, and that each believes the agreement to be
17 reasonable under all present and future circumstances.

18 9. Necessary Documents

19 Husband and wife each shall, at the request of the
20 other, execute, acknowledge and deliver any and all
21 documents and instruments necessary to complete the
22 transfer of property in accordance with this agreement
23 and to give full effect to this agreement.

24 ////

25 ////

26 ////

Page

6 - PROPERTY SETTLEMENT AGREEMENT

TAMBLYN & BUSH
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811 S. W. Front Avenue
Portland, Oregon 97204
(503) 241-1320

10. Purpose

The purpose of this agreement is to facilitate an amicable understanding with respect to the various rights of the parties. Nothing contained herein shall be construed as an agreement for dissolution of the marriage or that either party has agreed to forego resistance to any petition for dissolution of the marriage filed by the other party.

11. Effective Date and Benefit

A. This agreement shall be binding upon husband and wife and their respective legal representatives, heirs, successors and assigns immediately upon execution hereof by both of said parties.

B. It is mutually agreed and understood that this agreement may be introduced and received into evidence in any marriage dissolution proceeding between the parties; that it shall become a part of any Decree of Dissolution of Marriage so that the covenants of this agreement are a decree of the court, and that each party shall comply with the terms thereof.

C. Should either party die before signing, executing or delivering any document, writing or other instrument, this instrument shall, by its force, effect the allocation and apportionment of property under this

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1 agreement. Each party shall deliver to the other party
2 the personal property to the possession or control of
3 which the other party is entitled.

4 12. Legal Advice

5 A. Respondent hereby warrants that she has been
6 advised to seek her separate legal counsel. Respondent
7 understands that Petitioner is represented by his
8 attorney, Julie G. Lovitt, herein.

9 13. Integration

10 This instrument contains the entire agreement
11 between the parties and no inducement of promise outside
12 this instrument of any kind or nature whatsoever has been
13 made to or extended from either party.

14 IN WITNESS WHEREOF each party has hereunto set
15 his/her hand and seal on the date which appears opposite
16 his/her signature.

17 IT IS SO AGREED:

18 6/13/85
19 Date

Albert E. Brown
ALBERT EDWARD BROWN

21 Personally appeared before me this 13th day of
22 June, 1985, the above named, Albert Edward Brown, and
23 acknowledged the foregoing instrument to be his voluntary
24 act and deed.

Attorney Andrew
Notary Public for Oregon
My Commission Expires: 8-12-88

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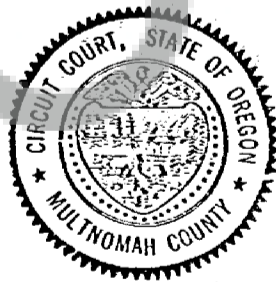
6/14/85
Date

Mickie Lee Brown
MICKIE LEE BROWN

Personally appeared before me this 14 th day of June, 1985, the above named, Mickie Lee Brown, and acknowledged the foregoing instrument to be her voluntary act and deed.

Barbara J. Jents
Notary Public for Oregon
My Commission Expires: June 10, 1986

BOOK 237 PAGE 53



STATE OF OREGON
County of Multnomah

The foregoing copy has been compared and
is certified by me as a full, true and correct
copy of the original on file in my office and in
my custody.

In Testimony Whereof, I have hereunto set
my hand and affixed the seal of the

Clerk of
Circuit Court
Administrative
By JAN 31 2003

[Signature]
Clerk