

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 Joye Howell
Lola Joye 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).

2-6-24-3-300 Am