

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

In the Matter <input type="checkbox"/> of the Marriage of:)	
)	Case No. _____
_____)	
Petitioner,)	
)	GENERAL JUDGMENT OF SEPARATION
and)	
)	
_____)	
Respondent)	

1. This matter came before the Court:

- On the motion and affidavit of Petitioner, the default of Respondent having been found.
- On the motion of Petitioner, the default of Respondent having been found, and Respondent being represented by a guardian ad litem or another person described in Rule 27.
- On the motion and affidavit of Petitioner, Respondent having filed a Waiver of Further Appearance.
- On the stipulations of the parties, as shown by the signatures below.
- At a hearing held _____, at which the following persons were present:

(date)

 - Petitioner Petitioner's attorney _____
 - Respondent Respondent's attorney _____

2. Findings. The Court considered the: Affidavit Affidavit and stipulations Evidence presented and found that:

- A. Irreconcilable differences between the parties have caused the temporary or unlimited breakdown of their marriage/domestic partnership.
 - The parties have entered into an agreement (the terms of this judgment) suspending for a period of not less than one year their obligation to live together as husband and wife/domestic partners, as evidenced by the parties' signatures on page 9 of this judgment.
 - Irreconcilable differences exist between the parties and the continuation of the marriage/domestic partnership preserves or protects their legal, financial, social or religious interests.
- B. Spouses Only: Petitioner Respondent has/have lived in the county in which this petition was filed.
 - Domestic Partnership Only: One or both of the parties to this case currently live in the county where this petition has been filed, or neither party currently resides in Oregon but the petition has been filed in the county where Petitioner or Respondent last resided.

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NOW, THEREFORE, IT IS HEREBY ORDERED:

The terms of this judgment are effective immediately. The parties are hereby legally separated as of the date this Judgment is signed, to continue for the period of time specified in Section 9 below.

1. Spousal Support and Life Insurance.

No spousal support or spousal life insurance is ordered in this case.

Spousal Support.

Support shall be paid by: Petitioner to Respondent (or) Respondent to Petitioner

In the amount of: \$_____ per month, or \$_____ by _____ (date).

Period support payments shall last: _____, or the death of either party, whichever comes first.

The support shall be called (check one or more): transitional compensatory spousal maintenance, based on consideration of the following factors: _____

Spousal support payments are taxable to the obligee spouse and deductible to the obligor spouse. All payments terminate upon the death of either party. Judgment is entered accordingly.

Payments.

Payments shall be made on the first day of each month beginning the month following the date the judgment is signed by a judge.

All payments of spousal support shall be made: (check (a) or (b))

(a) To the Department of Justice, Child Support Accounting Unit, P.O. Box 14506, Salem, Oregon, 97309. Petitioner requests that collection, accounting, disbursement, and enforcement services be provided through the Department of Justice.

(b) Directly into _____'s checking or savings account. A receipt of deposit shall be kept by the paying spouse/domestic partner as proof of payment. The spouse/domestic partner receiving support should provide the paying spouse/domestic partner with current deposit slips and/or bank name, account name, and account number.

Withholding.

If child support is also ordered in this case and if enforcement services are provided through the State of Oregon's Department of Justice, the spousal support order shall be enforceable by income withholding under ORS 25.311.

Life Insurance.

Petitioner Respondent shall buy and maintain life insurance for the benefit of Petitioner

Respondent throughout the period of the spousal support obligation in the amount of \$_____

2. Real Property Distribution.

Neither Petitioner nor Respondent has any interest in any real property located in this or in any other state.

Petitioner Respondent has/have an interest in real property located at the address of _____

This property shall be distributed as follows: _____

Additional page labeled "Paragraph 2 - Real Property Distribution continued" attached.

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The legal description of the property is attached as “Exhibit _____” and incorporated into this Judgment.

Petitioner Respondent shall be responsible for the preparation, signing and recording of a deed, transferring the real property as required by this judgment.

Distribution of this property is not within the jurisdiction of this court.

3. Personal Property Distribution (including motor vehicles).

The Petitioner and Respondent have divided between them all personal effects, household goods and other personal property they own separately or together, and each shall be awarded those items now in their possession.

The Petitioner is awarded the following personal property: _____

Additional page labeled “Paragraph 3 - Petitioner’s Personal Property Distribution continued” attached.

The Petitioner is awarded his/her retirement benefits, pension plan, profit-sharing plan, deferred compensation plan, and/or stock option plan held by Petitioner’s current or past employer, free of any interest in the Respondent.

The Respondent is awarded his/her retirement benefits, pension plan, profit-sharing plan, deferred compensation plan, and/or stock option plan held by Respondent’s current or past employer, free of any interest in the Petitioner.

The Respondent is awarded the following personal property: _____

Additional page labeled “Paragraph 3 - Respondent’s Personal Property Distribution continued” attached.

4. Distribution of Debts.

The debts shall be paid as follows:

Name of Creditor (who money is owed to)	What debt is for	Amount	Who shall pay (Petitioner or Respondent)

Additional page attached, labeled “Paragraph 4 continued”.

Each party shall be responsible for the payment of all debts incurred by him or her individually since the date of the separation; all debts which are distributed to him or her by the court; and all debts which are secured by property distributed to that party. Also, if any creditor asks the spouse/domestic partner not responsible for a debt to pay all or a portion of it, and he or she does so, the spouse/domestic partner responsible for that debt shall reimburse the other spouse/domestic partner for any monies he/she paid to the creditor after the date this judgment was entered.

The date of separation (*when you began living apart*) was: _____

5. Transfer of Property and Debts.

Within thirty (30) days of the date of this judgment, each party shall execute, acknowledge and deliver whatever documents are necessary to accomplish the distribution of debts and property ordered by the court. The judgment shall operate to convey title to the party awarded the property if the other party fails to comply with this requirement.

6. Former Name.

Petitioner's Respondent's former name of _____ is restored.

7. Duration.

The length of the separation shall be unlimited for a period of _____
(length of time)

8. Additional Provisions: _____

Additional page attached labeled "Paragraph 8 - Additional Provisions continued".

9. Court Costs and Fees.

A. Deferred Costs and Fees

Any court costs and service fees (if service was completed by the Sheriff) that were deferred (required to be paid at a later date) by the court shall be paid by:

- Petitioner
- Respondent.
- Both parties equally
- Other: _____.

B. Costs and Fees Paid by the Parties

- Each party shall be responsible for paying his/her own court costs and service fees for this case.
- To be paid by both parties equally
- Petitioner Respondent shall reimburse the other spouse for his/her court costs and service fees for this case.
- Other: _____.

Judgment shall be entered according to the cost and fee allocation listed above.

10. Information Required by ORS 25.020 and ORS 107.085.

- Based on a finding that the health, safety, or liberty of Petitioner Respondent or a child, _____, would unreasonably be put at risk by disclosure of the following information, Petitioner Respondent has been allowed not to disclose this information.
- Otherwise:

	Petitioner	Respondent
Full Name		
Former Legal Name(s)		
Age		
Contact Address		

	Petitioner	Respondent
Telephone Number		
Social Security Number	Do Not List- Please provide information on Confidential Information Form –UTCR 2.130	Do Not List- Please provide information on Confidential Information Form –UTCR 2.130
Drivers License Number	Do Not List- Please provide information on Confidential Information Form –UTCR 2.130	Do Not List- Please provide information on Confidential Information Form –UTCR 2.130
Employer Name Address/Telephone	Do Not List- Please provide information on Confidential Information Form –UTCR 2.130	Do Not List- Please provide information on Confidential Information Form –UTCR 2.130

Additional page labeled “Paragraph 10 continued” attached.

Both parties shall inform the Court and the Department of Justice (P.O. Box 14506, Salem, Oregon 97309) in writing of any change in the above information required by ORS 25.020 within ten (10) days of such change, unless a finding of unreasonable risk has been made in this case. If the court has ordered that a party be allowed not to disclose information by means of this Judgment in Paragraph 12 above, the Department of Justice or the District Attorney shall not disclose the information in the preceding section to the other parent.

Date of marriage/domestic partnership: _____.

Place of marriage/domestic partnership: _____.

11. Money Award. Child Support Obligation included not included.

Spousal Support included not included.

Additional information required by ORS 18.042	PETITIONER	RESPONDENT
Full Name		
Contact Address		
Attorney’s Name, Telephone Number and Address (if applicable)		
Year of Birth		
Last Four Digits of Driver License Number and State of Issuance		
Last Four Digits of the Support Obligor’s Social Security Number		

<input type="checkbox"/> Prejudgment Interest (Note: ORS 21.607(1) disallows interest on fees that have been deferred.)	WHO PAYS <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	\$ _____
	WHO RECEIVES <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	
Postjudgment Interest (Note: ORS 21.607(1) disallows interest on fees that have been deferred.)	WHO PAYS <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	Nine percent (9 %) per annum simple interest on the unpaid balance of the total judgment amount(s) of \$_____. Interest accrues from the date the judgment is entered and continues until fully paid.
	WHO RECEIVES <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	
Costs and Service Expenses (e.g., filing fees, hearing fees, trial fees, process fees)	WHO PAYS <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	\$ _____
	WHO RECEIVES <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	
Attorneys Fees (if any)	WHO PAYS <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	\$ _____
	WHO RECEIVES <input type="checkbox"/> Petitioner <input type="checkbox"/> Respondent	

DATED this _____ day of _____, 20_____

Circuit Court Judge

Print Name

All parties have agreed (stipulated) to the terms of this judgment.

Petitioner, Signature

Date

Respondent, Signature

Date

Certificate of Document Preparation. You are required to truthfully complete this certificate regarding the document you are filing with the court. Check all boxes and complete all blanks that apply:

- I selected this document for myself and I completed it without paid assistance.
- I paid or will pay money to _____ for assistance in preparing this form.

Submitted by:

Petitioner Respondent, Signature

Print Name

Contact Address

City, State, Zip

Contact Telephone

I certify that this is a true copy:

Petitioner Respondent, Signature