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MARITAL SETTLEMENT AGREEMENT

JUN 30, 1977

FILED

ROBERT L. HAMM, County Clerk
By *[Signature]*
Deputy County Clerk

These promises, representations and agreement are made between Petitioner, LILY P. BENNETT, who is referred to in this agreement as "wife", and Respondent, RICHARD E. BENNETT, who is referred to in this agreement as "husband".

We were married on June, 27, 1957, and ever since have been and are husband and wife. We separated on August 6, 1976, which is 19 years, 1 month and 14 days from the date of our marriage.

Because unhappy differences have arisen between us, we have agreed and now agree to separate immediately and to live permanently apart hereafter. A proceeding for dissolution of our marriage has been filed by wife in the Superior Court of the County of Ventura, Case No. D 80904.

The purpose of this agreement is to make a final and complete settlement of all rights and obligations between us, including our respective property rights. This agreement shall be submitted to the court for incorporation and merger into the Interlocutory Judgment of Dissolution in the pending proceeding between us; the validity or effectiveness of this agreement shall not, however, be dependent upon court approval.

1. We agree that we now own the following assets as our property, community, quasi-community or separate, and we further agree that the following is a list of our community obligations, each representing to the other under penalty of perjury that this is a full and complete listing:

a. Family residence located at 938 White Cliff Road,

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office. ROBERT L. HAMM, County Clerk of the County of Ventura, State of California and ex-officio Clerk of the Superior Court therein.

Dated DEC 30 1977

By *[Signature]*
Deputy County Clerkck
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Thousand Oaks, California 91360, legally described as:

"Lot 429, Tract 1406-4, as per map recorded in Book 36, Page 81, of Miscellaneous Records, in the office of the County Recorder of Ventura County."

b. Furniture and furnishings located in the family residence at 938 White Cliff Road, Thousand Oaks, California 91360.

c. The proceeds from the sale of the 1966 Ford truck, bearing California License No. T21886, in the amount of \$528.00

d. 1973 Ford Pinto automobile bearing California License No. 938 HNB.

e. 1963 (Bayarea) Sailboat, California Registration No. CF6142CG.

f. 1959 (Lyman Motorboat, California Registration No. CF2161CM.

g. Boat trailer bearing California License No. DK5062.

h. Five (5) United States Savings Bonds, Series E, each in the face amount of \$25.00.

i. Unimproved real property located in the County of Klamath, State of Oregon legally described as:

"Lot 37, Block 20 Klamath Falls Forest Estates Highway 66 Unit, Plat No. 1 recorded in the office of the County Recorder of Klamath County."

j. Unimproved real property located in the County of Klamath, State of Oregon legally described as:

"Lot 20, Block 65 Klamath Falls Forest Estates Highway 66 Unit, Plat No. 3 recorded in the office of the County Recorder of Klamath County."

k. Obligation owing to Security Pacific National Bank (Mastercharge), Account No. 019-745, in the amount of \$ 970.82.

1. Obligation owing to Acu Boat Movers for boat storage at the monthly rate of \$52.50 per month.

m. Obligation owing to William Leong, M.D., in the amount of \$26.00.

n. Obligation owing to Dial Finance Company, Loan Account No. 23128452, secured by Deed of Trust against the family residence.

o. Obligation owing to Xerox Corporation, Account No. _____ in the amount of \$ 0.

p. Obligation owing to Lomas and Nettleton Company, Loan Account No. 01-07-88-72250, secured by a Deed of Trust against the family residence.

q. Obligation owing to Mrs. Florence Young, Mrs. Geanell Bowman and Mrs. Say Mai Pang in the amount of \$1,500.00 for a personal loan.

2. Each of us warrants to the other that the warrantor does not own any property of any kind, other than the property listed in paragraph 1 of this agreement. If it later appears that either warrantor now owns any other property, and that the warrantee has an interest in this other property, the warrantor agrees to transfer or pay to the warrantee, at the warrantee's election (a) an amount of the other property equal to the warrantee's interest in it if it is reasonably susceptible of division, (b) the full market value of the warrantee's interest on the effective date of this agreement, or (c) the full market value of the warrantee's interest at the time the warrantee discovers the warrantor's ownership of the property. This agreement is not intended to impair the availability, in a court of competent jurisdiction,

or any other remedy arising from the undisclosed ownership.

3. We agree to the division of our assets and payment of our liabilities as listed in paragraph 1, whether they be community, quasi-community or separate, as follows. Unless otherwise provided by this agreement, the assets and interests received by each party under this division shall be and remain the recipient's separate property. The party being allocated the item shall pay and hold the other harmless from all charges, encumbrances, taxes, both past and future, as to that item.

(a) To wife:

(1) The net proceeds from the sale of the family residence located at 938 White Cliff Road, Thousand Oaks, California 91360.

(2) Furniture and furnishings located in the family residence at 938 White Cliff Road, Thousand Oaks, California 91360.

(3) One-half (1/2) of the proceeds from the sale of the 1966 Ford truck bearing California License No. T21886, in the amount of \$264.00.

(4) 1959 (Lyman) Motorboat, California Registration No. CF2161CM.

(5) Boat trailer bearing California License No. DK5062.

(6) Five (5) United States Savings Bonds, Series E, each in the face amount of \$25.00.

(7) One-half (1/2) of the net proceeds from the sale of unimproved real property located in the County of Klamath,

state of Oregon (Lot 37, Block 20).

(8) One-half (1/2) of the net proceeds from the sale of unimproved real property located in the County of Klamath, State of Oregon (Lot 20, Block 65).

(9) One-half (1/2) or \$750.00 of the obligation owing to Mrs. Florence Young, Mrs. Geanell Bowman and Mrs. Say Mai Pang for a personal loan.

(b) To husband:

(1) One half (1/2) of the proceeds from the sale of the 1966 Ford truck bearing California License No. T21886, in the amount of \$264.00.

(2) 1973 Ford Pinto automobile bearing California License No. 938 HNB.

(3) 1963 (Bayarea) Sailboat, California Registration No. CF6142CG.

(4) Obligation owing to Security Pacific National Bank (Mastercharge) Account No. 019-745, in the amount of \$ 970.82.

(5) Obligation owing to Ace Boat Movers for boat storage at the monthly rate of \$52.50 per month.

(6) Obligation owing to William Leong, M.D., in the amount of \$26.00.

(7) Obligation owing to Xerox Corporation, Account No. _____, in the amount of \$ 0.

(8) One-half (1/2) of the net proceeds from the sale of the unimproved real property located in the County of Klamath, State of Oregon (Lot 37, Block 20).

(9) One-half (1/2) of the net proceeds from the sale

of the unimproved real property located in the County
of Klamath, State of Oregon (Lot 20, Block 65).

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(10) One-half (1/2) or \$750.00 of the obligation owing
to Mrs. Florence Young, Mrs. Geanell Bowman and Mrs. Say
Mai Pang for a personal loan.

4. The parties hereto acknowledge that the family residence
and the two parcels of real property located in the State of Oregon
are being listed with Don Rude Realtors in Thousand Oaks, California.
In the event a mutually acceptable offer is received and an escrow
or escrows are opened for the purpose of sale, each of the parties
specifically agrees, on the demand of the other, to execute or
deliver any instrument, furnish any information, or perform any
other act reasonably necessary to complete such sales without
undue delay or expense. The parties hereto shall exercise their
efforts and fully cooperate to sell said properties.

Husband shall pay when due and before delinquency the
monthly installments on the obligation owing to Dial Finance Company,
Loan No. 2312845], until the close of escrow of the family residence
and husband shall hold wife harmless from all such installments
falling due, wife shall pay when due and before delinquency the
monthly installments on the obligation owing to Lomas and Nettleson
Company, Loan No. 01-07-88-72250, until the close of escrow on
the family residence, and wife shall hold husband harmless from
all such installments falling due.

5. From husband's one-half (1/2) share of the net proceeds
from the sale of the two parcels of unimproved real property located
in the County of Klamath, State of Oregon (Lot 37, Block 20 and Lot
20, Block 65), there shall be deducted and paid in the following

order until such share is exhausted:

- a. To petitioner: All existing arrearages in spousal support.
- b. To Ritner and Wong: The balance of all amounts owed to Ritner and Wong for attorneys fees and costs pursuant to the court's order of August 24, 1976 in the amount of \$447.00 and February 24, 1976 in the amount of \$194.00.
- c. To petitioner: \$264.00 for one-half (1/2) of the proceeds from the sale of the 1966 Ford.
- d. To Mrs. Florence Young, Mrs. Geanell Bowman, and Mrs. Say Mai Pang \$750.00 for one-half (1/2) of the personal loan.
- e. To the petitioner on account on the obligation owing to William Leong, M.D. the amount of \$26.00.
- f. The balance to respondent.

6. The parties shall file separate income tax returns both state and federal for the calendar year 1976 and following and income taxes for such years shall be paid by the party incurring same. Husband shall hold wife harmless from all income taxes for 1975 and prior years. As to items of property allocated to the respective parties, any taxes falling due after the making of this agreement shall be paid by the party being allocated the item, who shall hold the other harmless therefrom.

7. All debts and obligations incurred by the parties, respectively, after separation shall be paid by the party so incurring the charge, who shall hold the other party harmless therefrom. Except as otherwise provided in this agreement, each of the parties releases

11. This agreement contains the entire agreement of the parties on the matters it covers, and it supersedes any previous agreement between us. No other agreement, statement, or promise made by or to either of us or the agent or representative of either of us shall be binding on us unless it is in writing and signed by both of us or unless contained in an order of a court of competent jurisdiction.

12. This agreement shall inure to the benefit of and be binding on each of us and the heirs, personal representatives, assigns and other successors in interest of each of us.

13. Each party waives any and all right to inherit the estate of the other at his or her death, or to take property from the other by devise or bequest (unless under a will executed subsequent to the effective date hereof), or to claim any family allowance or probate homestead, or to act as personal representative upon intestacy of the other's estate (except as the nominee of another person legally entitled to that right), or to act as personal representative under the will of the other (unless under a will executed subsequent to the effective date hereof).

14. Any reconciliation between us shall not cancel, terminate, or modify the force or effect of any provision of this agreement, and this agreement shall remain in effect until modified by order of court.

15. Each of us agrees, on the demand of the other, to execute or deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this agreement without any undue delay or expense. Either of us who fails to comply with this paragraph shall reimburse the

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other party for any expenses, including attorney's fees and court costs, that as a result of this failure become reasonably necessary for carrying out this agreement.

16. We acknowledge that each of us has been represented in the negotiations for and preparation of this agreement by counsel of our own choosing, and that each of us has read this agreement and has had it fully explained by his own counsel and is fully aware of its contents and of its legal effect.

We execute this agreement on March 14, 1977, and make it effective on that date.

Lily P. Bennett
LILY P. BENNETT, "Wife"

Richard E. Bennett
RICHARD E. BENNETT, "Husband"

APPROVED AS TO FORM AND CONTENT:

RITNER AND WONG

Judith L. Wong
By JUDITH L. WONG,
Attorneys for Wife

JOHN P. FOLEY

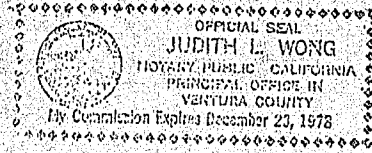
John S. Garey
By JOHN S. GAREY,
Attorneys for Husband

STATE OF CALIFORNIA

ss.

COUNTY OF VENTURA

On this 14th day of March, 1977, before me, a Notary Public in and for said County and State, personally appeared LILY P. B ENNETT, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.



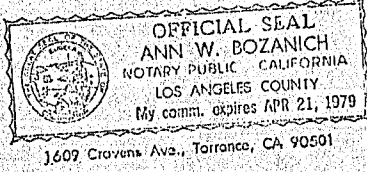
Judith L. Wong
Notary Public in and for said County and State

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this 24 day of March, 1977, before me, a Notary Public in and for said County and State, personally appeared RICHARD E. BENNETT, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.



Ann W. Bozanich
Notary Public in and for said County and State

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record, at request of

this 27th day of January A. D. 19 78 at 12:28 P. M., and

duly recorded in Vol 78, of Deeds on Page 1653.

Wm D. MILNE, County Clerk

By *Bernetha J. Helisch*

Fee \$30.00

Return to

Ritner & Wong
550 St. Charles Dr. Ste 101
Thousand Oaks, Ca 91360