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FILED

JUN 14 1978

ROSEMARY PATTERSON
DESCHUTES COUNTY CLERK

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF DESCHUTES

PROBATE DEPARTMENT

In the Matter of the Estate of

FRED L. MAHN,

Deceased.

No. D-3925

STIPULATION AND MOTION FOR ORDER APPROVING STIPULATION

UNITED STATES NATIONAL BANK OF OREGON, Personal Representative of the Estate of FRED L. MAHN, Deceased, ROBERT HELLIWELL, and THE ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH, Roseburg, Oregon, request that the Court approve the following stipulation and as a basis therefor state as follows:

1. FRED L. MAHN, the decedent, died September 24, 1976, in Bruchhuchl, Germany, leaving a Last Will and Testament dated January 21, 1976, which Will was admitted to probate in Deschutes County, Oregon, on October 14, 1976.

2. Said Will leaves to THE ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, 40 per cent of the decedent's gross estate, not to exceed, however, the total sum of $80,000.00. Said Will leaves to ROBERT L. HELLIWELL 35 per cent of the decedent's gross estate and all clothing, jewelry, personal effects and automobiles. Said Will further provides that the aforementioned bequest to the ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, shall be reduced by any distributions to said fund during the lifetime of the decedent following the date of his Last Will and Testament. Said dis-

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tributions total the sum of $9,000.00. After such distributions, the value of the shares attributable to the ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, is $44,177.60.

3. Due to the size of the portion of the estate which the ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, and ROBERT L. HELLIWELL will be receiving in relation to the portion of the Estate which the remaining residual beneficiaries will be receiving, it would be burdensome to all concerned to grant each beneficiary a proportional undivided ownership interest in each asset in the Estate.

NOW, THEREFORE, and in full and final settlement of the claims of the parties hereto against the Estate of FRED L. MAHN, Deceased, it is stipulated and agreed that THE ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, and ROBERT L. HELLIWELL shall receive the following properties in full satisfaction of their distributive shares:

1. ROBERT L. HELLIWELL shall receive the real property described on Exhibit "A" attached hereto.

2. THE ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, shall receive the notes and contracts and proceeds thereof described in Exhibit "B" attached hereto.

3. ROBERT HELLIWELL shall execute a promissory note in favor of THE ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, for the sum of $15,101.00. Said sums shall be payable in equal semi-annual installments of $3651.83, including interest at 9 per cent per annum. Said notes will be

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secured by mortgage upon that certain real property described as Parcel 3 in Exhibit "A" attached hereto, a copy of which Mortgage is attached hereto as Exhibit "C" and incorporated herein by reference.

4. Any adjustment due to decrease in contract and note balances prior to the date of final distribution shall be adjusted in cash upon final distribution. Balances as of March 13, 1978, are reflected in Exhibit "D" attached hereto.

UNITED STATES NATIONAL BANK OF OREGON

By: R. W. Ager
Trust Officer

ROBERT L. HELLIWELL

ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON

By:

STATE OF OREGON)
) ss.
County of Deschutes)

Mar 23, 1978.

Personally appeared the above named R W Ager known to me to be the trust officer of the UNITED STATES NATIONAL BANK OF OREGON, and acknowledged to me that he executed the foregoing instrument pursuant to authority by said UNITED STATES NATIONAL BANK OF OREGON. Before me:

Notary Public for Oregon
My Commission Expires: 3/14/81

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STATE OF OREGON)
) ss.
County of ~~Deschutes~~ Klamath)

April 10, 1978.

Personally appeared the above named ROBERT L. HELLIWELL and acknowledged the foregoing instrument to be his voluntary act.

Before me:

Notary Public for Oregon
My Commission Expires: 7-14-81

STATE OF OREGON)
) ss.
County of ~~Deschutes~~ Douglas)

4-13-78, 1978.

Personally appeared the above named Robert L. Russ and Lee Sutton Leonard J. Hewett Known to me to be the ~~Secretary~~ of the ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON, and acknowledged to me that he executed the foregoing instrument pursuant to authority by said ENDOWMENT FUND OF THE FIRST CHRISTIAN CHURCH OF ROSEBURG, OREGON. Before me:

Notary Public for Oregon
My Commission Expires: 11-14-1980

IT IS SO ORDERED.

DATED this 14th day of June, 1978.

Judge of the Circuit Court

EXHIBIT "A"

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REAL ESTATE

PARCEL #1 Tract of timber land located in Klamath County, Oregon, described as:

In Township 23 South, Range 9 East of the Willamette Meridian, the SW1/4 of the SW1/4 of Section 25, the NW1/4 of the NW1/4 of Section 36, and that part of the SE1/4 of the SE1/4 of Section 26 lying Southeasterly of the East boundary of the right of way of the Dalles-California Highway as described and set forth in that certain Warranty Deed executed on the 12th day of May, 1952, wherein Brooks-Scanlon, Inc., was grantor, and the State of Oregon was Grantee, recorded May 27, 1952 in Book 254 at page 630, Deed Records of Klamath County, Oregon, and Northeasterly of a line that is 33 feet distant Northeasterly from the center line of the existing access road to a former logging camp site, said access road being more specifically described in the Deed executed on the 12th Day of May, 1952, described above, EXCEPTING THEREFROM the certain lands described in that certain Deed dated April 9, 1910 in which Aptone Aune was Grantor and the Oregon Trunk Railway was Grantee, recorded in Volume 29 at page 150 of Klamath County Records of Deeds.

PARCEL #2 Tract of timber land located in Klamath County, Oregon, described as:

The old railroad right of way in the SE1/4SE1/4 of the said Section 26, Township 23 South, Range 9 East of the Willamette Meridian, EXCEPTING the 1.61 acres described in deed recorded in Volume 235, page 637, Deed Records of Klamath County, and EXCEPTING .5 acres described in deed recorded in Volume 252, page 471, Deed Records of Klamath County, the tract conveyed herein containing of 1.70 acres.

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PARCEL #3 Timber tract and site of decedent's residence located in Klamath County, Oregon, described as:

The NW1/4 of the NW1/4, the SE1/4 of the NW1/4 and the West half of the NE1/4 of the NW1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL #4 Tract of timber land located in Klamath County, Oregon, described as:

The West 1/2 of the SW1/4 of Section 22, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL #5 Tract of timber land located in Klamath County, Oregon, described as:

The East 1/2 of the SW1/4 and that portion of Lot 4 lying East of the Dalles-California Highway, all in Section 18, Township 23 South, Range 10 East of the Willamette Meridian, SAVING AND EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission, by Deed recorded August 4, 1952, Volume 256, page 119, Deed Records of Klamath County, Oregon.

EXHIBIT "B"

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$4,121.61 Note of Thomas Lenzing dated 4-16-74 due in monthly installments of not less than $100 on the 16th of each month incl. interest of 10%. Secured by mortgage on Lot 3, Block 1, New Addition to Idanha, Linn County, Oregon.

$20,000.00 Note of John Warren Wilkie to Steve and Bonnie Skidgel dated 2-31-71; on 8-20-75 this same note was assigned to Pacific West Mortgage Co. by Skidgel; assigned by Pacific West Mortgage Co. to Fred L. Mahn on 9-9-75. Payable in annual installments of not less than $2,000 incl. interest of 7% on the 15th of July, beginning 7-15-72. Secured by mortgage on Twp. 14 S., R. 33 E., W.M.:

Sec. 7: E1/2W1/2; Lots 1 and 2; N1/2NW1/4SE1/4; SW1/4SW1/4NE1/4, and N1/2SE1/4SW1/4NE1/4.

TOGETHER with an easement in common from the Forest Road in Sec. 1, Twp. 14 S., R. 32 E., W.M., up Owyn Creek, over and across the said Sec. 1; and Secs. 6 and 7, Twp. 14 S., R. 33 E., W.M., for the purpose of ingress and egress. Said easement subject to rights of United States of America in and to Lot 1 and NE1/4SE1/4 of Sec. 1, T. 14 S., R. 32 E., W.M.

$ 8,500.00 Note of Dale C. Strawn and Karen A. Strawn dated 11-10-74 due in monthly installments of not less than $133.52 on the 15th of each month incl. interest of 9.75%. Secured by mortgage on TOWNSHIP 17 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon:

Section 33: The Northwest Quarter of the Northwest Quarter of the Northeast Quarter and the North 66 feet of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 33; EXCEPT that portion lying within the right of way of Neff Road and ALSO EXCEPT a road lying on the West side of the above described property.

SUBJECT TO: Any and all existing easements and rights of way of record.

Note originally assigned to Pacific West Mortgage Co. dated 11-10-74. Purchased by decedent from Pacific West Mortgage on 12-3-74.

$3,1[illegible]00 Note of Jares and Donna C[illegible]er dated 12-22-67 due in annual installments of not less than $4,310 on the 31st of December of each year plus interest of 5%. Secured by mortgage on the South Half of the South Half (S1/2S1/2) of Section Sixteen (16); and the North Half of the Northwest Quarter (N1/2NW1/4) of Section Twenty-one (21), Township Twenty-one (21) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM: Lots (3) (4) (5) (7) (10) (11) (16), Block One (1), and Lots (2) (3) (5) (6) (8) (12) (13), Block Two (2), and Lots (3) (4) (5) (6), Block Three (3), Parkway Acres, Deschutes County, Oregon.

$ 4,030.95 Note of Bob W. Jonas and Marilyn J. Jonas, husband and wife, secured by Trust Deed. Mr. and Mrs. Jonas are the Grantors, Pioneer Title Co. of Deschutes County are Trustees, Kenneth R. Stone and Mary E. Stone, husband and wife, as beneficiaries dated 10-25-74. Payable in monthly installments of $22.50 incl. interest of 8%. Property under Trust Deed as follows: Lot 7 Block 4 of Redrond Heights, Deschutes County, Oregon.
Trust Deed was assigned by Mr. and Mrs. Stone to C Bar C Corporation on 6-17-76 for $3,062.51 with interest to 6-1-75. C Bar C assigned Trust Deed to Fred Mahn on 9-10-76 for $3,056.21 with interest paid to 9-10-76.

3,000.00 Note of Sundance Land & Livestock Corporation dated 4-6-76 due in monthly installments of not less than $63.60 incl. interest of 9.9%; assigned to Fred L. Mahn by C Bar C Corporation on 8-10-76 for $2,843.28. Secured by mortgage on Lot 19 Block 1 Phase I Sundance Addition, Deschutes County, Oregon.
Balance of $2,808.94 with interest paid to 9-13-76.

3,400.00 Note of Sundance Land & Livestock Corporation dated 4-6-76 due in monthly installments of not less than $87.68 incl. interest of 9.9%; assigned to Fred L. Mahn by C Bar C Corporation on 8-10-76 for $3,696.41. Secured by mortgage on Lot 22 Block 13 Phase III Sundance Addition, Deschutes County, Oregon.
Balance of $3,651.73 with interest paid to 9-13-76.

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$13,500.00 Contract between Orville S. Storlie and Tina Jean Storlie, husband and wife, as seller and Gary W. Nichols and Joyce M. Nichols, husband and wife, as buyer dated 3-8-73, Nichols assigned their interest to William and Mary Peters, husband and wife, dated 10-24-74, Mr. and Mrs. Storlie assigned the contract to Fred L. Mahn through Pacific West Mortgage Co., 9-18-75. Payable on the first of each month in installments of not less than $80 incl. interest of 7%, covering property described as follows:

In Township Seventeen (17) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon: Section Twenty-Two (22): A parcel of land situated in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) and being more particularly described as follows: Beginning at a point on the North line of said Section 22, said point being North 89° 40' 53" East, 1,313.82 feet of the Northwest corner of said Section 22; and said beginning point further being the West 1/16 corner between Sections 15 and 22, Township 17 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon; thence South 00° 09' 33" East, 1,322.55 feet to the Northwest 1/16 corner of said Section 22; thence South 89° 40' 26" West, 545.00 feet; thence South 00° 09' 33" West, 1,322.62 feet to a point on the North line of said Section 22; thence following said North line North 89° 40' 53" East, 545.00 feet to the point of beginning of this description;
EXCEPTING THEREFROM the following two parcels of land;
PARCEL 1: A 60 foot strip of land lying thirty feet on each side of the following described centerline for roadway purposes: Beginning at the Southeast corner of the above described parcel of land, said point also being the Northwest 1/16

corner of Section 22, Township 17 South, Range 11 East of the Willamette Meridian, Deschutes County, Oregon; thence South 89°40' 29" West, 287.93 feet along the South line of the above described parcel to the true point of beginning of this description; thence following said centerline North 11° 35' 23" West, 5.94 feet; thence along the arc of a 106.50 feet radius curve to the right 93.49 feet, the long chord of which bears North 13° 33' 34" East 90.52 feet; thence North 38° 42' 31" East, 476.51 feet to a point on the West line of the above described parcel of land and there terminating. Said terminating point lies North 00° 09' 33" West, 425.00 feet of the Northwest 1/16 corner of said Section 22.

PARCEL 2: That triangular portion of land situated in the Southeast corner of the above described tract of land lying South and East of the sixty-foot roadway described above as Parcel 1.

$ 8,000.00 Contract between Steve Skidgel and Bonnie Skidgel, husband and wife, as seller and Dennis J. Whitney and Delberta M. Whitney, husband and wife, as purchaser dated 7-4-71, Mr. and Mrs. Skidgel assigned contract to Fred L. Mahn through High Desert Mortgage Co. and Pacific West Mortgage Co. on 9-10-75. Balance owing is payable on July 5th of each year in the amount of $836.04 incl. interest of 7%, covering property described as follows:

Land in Grant County, Oregon, as follows:
To Twp. 14 S., R. 32 E., W.M. Section 1, NE1/4,SE1/4. Together with an easement in common with the owners of the land which it traverses and to be jointly maintained, a right of way on the existing roadway, or any relocation thereof, over, through and across the W1/2SE1/4 and Lot 2 of Sec. 1, Twp. 14 S., R. 32 E., W.M., for the purpose of ingress and egress to the above described property.
SUBJECT TO: Reservation in Deed recorded May 4, 1918 in Book 32, page 580, Deeds.

The Easement in Common, conveyed and reserved herein, is subject to the rights of others who are vested with title to the following property:
In Twp. 14 S., R. 32 E., W.M.:
Sec. 1: SE1/4SW1/4, E1/2SW1/4, W1/2SE1/4, SE1/4SE1/4, and Lot 2.
Sec. 10: E1/2E1/2.
Sec. 11: N1/2, N1/2SE1/4, SE1/4SE1/4.
Sec. 12: N1/2SW1/4, SW1/4, SE1/4SW1/4.
Also, Subject to a right of way Easement to California-Pacific Utilities Company, a corp., dated June 26, 1970, recorded July 29, 1970 in Book 104, Page 60, Deeds.
Rights and interest of DENNIS J. WHITNEY AND HELBERTA M. WHITNEY, husband and wife, as Purchasers, under an Unrecorded Contract of Sale dated July 4, 1971, with Steve Skidgel and Wanda Skidgel, husband and wife, as Sellers, the Notice of said Sale having been recorded July 20, 1971 in Book 107, Page 105, Deeds.
SUBJECT to a RESERVATION unto the grantors, their heirs administrators, successors and assigns, a right of way for an easement on the existing road, or any relocation thereof, on the SE1/4SW1/4 of Sec. 1, Twp. 14 S., R. 32 E., W.M. That said right of way shall be an easement in common and shall be jointly maintained.
Any and all existing easements and rights of way of record.

$35,000.00 Contract between Fred L. Hahn as seller and John Paul Garner, Barry F. Garner and Dorothy M. Garner, husband and wife, and Donovan E. Kendall, Jr. and Michelle M. Kendall, husband and wife, as buyers dated 10-27-73 payable in annual installments of not less than $2,000 plus interest of 7% per annum on October 27th of each year, covering property described as follows:

Lot Three (3) of Section Eighteen (18), Township Twenty-three (23) South, Range Ten (10) East of the Willamette Meridian, Klamath County, Oregon. SAVING AND EXCEPTING THEREFROM that portion of said Lot 3 conveyed to the State of Oregon by and through its State Highway Commission, by deed recorded August 4, 1952 in Vol. 256 of Deeds, page 119, Records of Klamath County, Oregon; and that portion of

the Northeast Quarter of the Southwest Quarter of said Section 18, lying Northwest of U.S. Highway 97 as conveyed to the State of Oregon by and through the State Highway Commission by deed recorded August 4, 1952 in Vol. 256, Page 189, Deed Records of Klamath County, Oregon. SAVING AND EXCEPTING from the above-described property any rights of way for ditches, laterals, canals and roadways, and all easements, rights of way and restrictions of record.

$15,000.00 Contract between Fred L. Mahn as seller and Robert and Mabelle Hawthorne, husband and wife, as purchasers, dated 5-22-74, payable in annual installments on August 10th of not less than $3,500 plus interest of 10% covering property described as follows:

That portion of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 27, Township 23 South, Range 10 East of the Willamette Meridian, West of the Railroad Right-Of-Way, Klamath County, Oregon.

7,500.00 Contract between Willis Smith as seller and La Grande Weaver as purchaser, dated 3-20-73, assigned to Fred L. Mahn, 8-24-76 through Pacific West Mortgage Co., payable on the 15th of each month in installments of $90 incl. interest of 8%, covering property described as follows:

Lots 5 and 6, Block 2, Larch Addition, Deschutes County, Oregon.
Subject to:
City Liens in the City of Bend.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of September A.D., 19 73 at 1:24 o'clock P M., and duly recorded in Vol M78, of Deeds on Page 20915.

FEE $36.00

WM. D. MILNE, County Clerk
By Lenda Schick Deputy