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Vol. 1787 Page 13193
(ENDORSED)

FILED

MAY 7 1986

CALAVERAS COUNTY
Nadine Jackson, County Clerk
CAROLYN PULTS Deputy

Richard B. Stevens
Attorney at Law
2230 Shattuck Avenue
Berkeley, CA 94704
Telephone: (415) 642-5749
Attorney for Executor

Superior Court of the State of California
County of Calaveras

Estate of

EUGENE A. FOX,

Deceased

No. 4626

ORDER SETTLING FIRST AND FINAL
ACCOUNT AND REPORT OF EXECUTOR,
ALLOWING FEES FOR EXTRAORDINARY
SERVICES, INTERPRETING WILL, AND
OF FINAL DISTRIBUTION TO TRUST

The verified petition of GREGORY D. FOX, Executor of
the Will of the above named decedent, for final distribution of
the estate came on regularly this day for hearing. From proof
made to the satisfaction of the court, the court finds:

Notice of Hearing. Notice of the hearing has been
given as required by law.

Date of Death. The above-named decedent died on
January 14, 1984, a resident of the County of Calaveras.

Letters. Letters of Special Administration were issued
to the Petitioner February 8, 1984. The decedent's Will dated
May 5, 1975 was admitted to probate March 19, 1984, and Letters
Testamentary were issued to petitioner on March 21, 1984.
Authority was granted to administer the estate under the

Entered on MAY 7 1986
in Book No. 46 Page No. 26-39

1 Independent Administration of Estates Act.

2 Creditor's Claims. Notice to creditors has been duly
3 given as required by law and the time for filing or presenting
4 claims has expired. No creditors' claims were filed or
5 presented. The bills of Doctors Gabon and Delgado, paid on March
6 10, 1985 were not in dispute, merely overlooked by the secretary.

7 Personal Property Taxes. All personal property taxes
8 due and payable by the estate have been paid.

9 Franchise Tax Board Certificate. No certificate
10 of the Franchise Tax Board under section 19262 of the Revenue and
11 Taxation Code is required.

12 Character of Estate Property. The whole estate is the
13 decedent's separate property.

14 Sheep Ranch Road Property. The decedent's residence on
15 Sheep Ranch Road in Avery, California has neither been sold nor
16 rented because the decedent's children all use the residence from
17 time to time and agree that the cost of maintaining the property
18 in a habitable condition should be borne by the estate, including
19 such things as the utilities and cable television service.

20 Federal Estate Tax. A Federal estate tax return was
21 filed and the tax has been paid in full in the sum of \$819. An
22 estate tax closing letter was received August 15, 1985.

23 Decedent's Business For many years prior to his
24 death, decedent bought and sold parcels of undeveloped land in
25 Oregon and Nevada. Most often he sold the property under
26 conditional contracts of sale keeping title to the subject
27 property until the entire purchase price was paid. At the time
28 of his death Mr. Fox was the seller under 24 contracts of sale of

1 property in Oregon and 58 contracts of sale of property in
2 Nevada. He also held 13 promissory notes, secured by deeds of
3 trust, for the purchase price of 13 parcels of Nevada land he had
4 sold. At the time of his death decedent was the obligor under
5 several promissory notes covering the purchase price of Nevada
6 land he had purchased from Winnemucca International and from
7 Itcaina Livestock.

8 Continued Operation of Decedent's Business. Petitioner
9 has not continued decedent's business of buying and selling
10 property during the period of administration. Petitioner,
11 however, has collected the payments made to the estate under all
12 of the contracts of sale and promissory notes. Petitioner
13 continued to use the services of decedent's part-time
14 secretary/bookkeeper to help with the required correspondence and
15 record keeping. On the advice of petitioner's accountant and
16 attorney, petitioner purchased a personal computer and a desk top
17 copier to reduce the record keeping burden and to eliminate
18 existing inefficient procedures. Petitioner also paid all of the
19 estate's obligations under decedent's purchase agreements. All
20 receipts and disbursements are recorded in petitioner's accounting.

21 Ancillary Proceeding in Nevada. Petitioner retained
22 the Las Vegas law firm of Johnson & Rushforth and was advised
23 that under Nevada law decedent is considered the legal owner of
24 all of the Nevada real property of which he was the seller under
25 a conditional contract of sale. Accordingly, an ancillary
26 probate proceeding, Case No. P3433, was commenced in Elko County,
27 Nevada. Petitioner was appointed Executor and has filed an
28 inventory of all of the contracts of sale of Nevada land. By

1 agreement with the Nevada court, the payments under those
2 contracts were permitted to be made to petitioner as Executor of
3 the California domiciliary administration and were not
4 considered income subject to Nevada administration. All things
5 necessary to conclude that administration have been completed by
6 petitioner. The assets of the Nevada estate will be distributed
7 to the Trustee of the testamentary trust described in decedent's
8 will and which will be created by the distribution of the
9 California estate.

10 Ancillary Proceeding in Oregon Unnecessary. Petitioner
11 retained attorney H. F. Smith, of Klamath Falls, Oregon and was
12 advised that Oregon applied the doctrine of equitable title to
13 executory conditional contracts of sale of real property.
14 Therefore, because the purchaser of the Oregon property was its
15 legal owner and decedent was not a resident of Oregon, his
16 interest under the contracts were not subject to Oregon probate
17 administration. The contracts of sale of Oregon property were
18 inventoried in the California proceeding.
19 THE COURT FURTHER FINDS AND ORDERS:

20 Accounting. Attachment 1 to the petition is a full,
21 true and correct account of all moneys received and expended by
22 petitioner on behalf of the estate for the period stated therein.
23 The account is settled, allowed and approved as filed, and all
24 the acts and transactions of petitioner relating to the matters
25 set forth in it are ratified, confirmed and approved.

26 Statutory Compensation. Petitioner is authorized and
27 directed to pay himself the sum of \$7,386.56 as the allowable
28 statutory commissions.

1 Petitioner is authorized and directed to pay his attorney
2 Richard B. Stevens the sum of \$7,386.56 as the allowable
3 statutory attorney's fees.

4 Extraordinary Services of Attorney. Petitioner is
5 authorized and directed to pay his attorney Richard B. Stevens
6 the sum of \$4,750 for extraordinary services rendered the estate.

7 Reserve for Closing Expenses. A reserve for closing
8 expenses is not required. The trustee of the testamentary trust
9 hereafter set forth is directed to pay all closing costs.

10 Interpretation of Will. Under subparagraph (2), the
11 trustee is directed to distribute the monthly income of the
12 trust to the children equally. The trust makes no provision for
13 distribution of principal. The trust estate is mainly contracts
14 of sale of real property and promissory notes. The major
15 portion of the monthly payments under those contracts and notes
16 is principal. Technically, only that portion of the payment
17 attributable to interest will be trust income. The wording of
18 the trust taken as a whole clearly establishes decedent's intent
19 to have more distributed to his children than just the interest
20 portion of the monthly receipts.

21 The trust does not clearly set forth the powers the
22 trustee needs to carry on the decedent's real estate business.
23 If the necessary powers are spelled out in the trust instrument,
24 third parties such as transfer agents, title companies, and
25 purchasers of trust property will more readily be satisfied that
26 the trustee has authority to enter into the specified
27 transactions. Petitioner requests the trustee be given all of
28 the powers conferable by the court under Probate Code section

1 1120.2, except those powers appropriate only for a corporate
2 fiduciary.

3 The will distributes all of decedent's assets, including
4 his personal and household possessions, to the trust but there is
5 no provision instructing the trustee on how to distribute them.

6 The trust as revised below will eliminate any ambiguity
7 and clearly set forth the decedent's intent in establishing this
8 trust.

9 Distribution. The estate remaining on hand after the
10 payments directed above is distributed to Gregory D. Fox as
11 Trustee of the residuary trust under Article THIRD of the
12 decedent's Will, to be held, administered and distributed as
13 follows:

14 "THIRD: I hereby give, devise and bequeath all the
15 rest, residue and remainder of my estate and property, including
16 all property of which I shall die seized and possessed and all
17 property to which I shall be otherwise entitled at the time of my
18 death, of whatsoever kind and nature and wheresoever situated, be
19 it real, personal or mixed, together with any lapsed legacy or
20 devise and all property over which I shall have power of
21 disposition or appointment, in trust nevertheless to my son
22 GREGORY DEAN FOX, but if he is unable or unwilling to act as said
23 Trustee then to BANK OF AMERICA NATIONAL TRUST AND SAVINGS
24 ASSOCIATION, as Trustee, for the following uses and purposes:

25 A. My Trustee is hereby ordered, authorized and
26 empowered to administer, continue and carry on my existing real
27 estate business, in which capacity I have trained him; the
28 business to terminate only upon the date when all real properties
that I have sold have been completely paid for by the various
purchasers of said properties. It shall further continue as long
as there are income producing properties or business to
administer.

I expressly direct my Trustee as follows:

1. To pay to himself, as and for said services,
the sum of \$500.00 per month during the existence of this trust;

2. to distribute the net income and principal each
month equally among Barrett Randall Fox, Gregory Dean Fox, and
Laurine Gaye Fox, after retaining whatever amount in the trustee's
discretion is appropriate as working capital. If any of my said

1 children should predecease me and have heirs surviving, then that
2 portion that the deceased child would have received shall go to
his or her heirs.

3 (a) To carry out the terms of this trust the trustee
4 has the following powers:

5 (b) To manage, control, sell, convey, divide, and to
6 sell upon deferred payments; to lease for terms within or
7 extending beyond the duration of the trust for any purpose
including exploration for and removal of gas, oil, or other
minerals; to enter into community oil leases.

8 (c) To retain property, and invest and reinvest as
provided by law from time to time existing.

9 (d) To borrow; to place, replace, renew or extend any
10 encumbrance upon any trust property.

11 (e) To participate in voting trusts, pooling
12 agreements, foreclosures, reorganization, consolidation, mergers,
and liquidations and in connection therewith, to deposit
13 securities with and transfer title and delegate discretions to
any protective or other committee as the trustee may deem
advisable.

14 (f) To acquire or dispose of an asset, for cash or on
15 credit, at public or private sale; and to exchange, partition,
change the character of, or abandon a trust asset or any interest
16 therein.

17 (g) To make ordinary or extraordinary repairs or
18 alterations in buildings or other trust property, to demolish any
improvements, to raze existing or erect new party walls or
buildings.

19 (h) To subdivide, develop, or dedicate land to public
20 use; or to make or obtain the vacation of plats and adjust
boundaries; or to adjust differences in valuation on exchange or
21 partition by giving or receiving consideration; or to dedicate
easements to public use without consideration.

22 (i) To grant an option involving disposition of a tru
23 asset, or to take an option for the acquisition of any asset.

24 (j) To vote a security, in person or by general or
limited proxy.

25 (k) To pay calls, assessments, and any other sums
26 chargeable or accruing against or on account of securities.

27 (l) To sell or exercise stock subscription or
conversion rights.

28 (m) To hold a security in the name of a nominee or in
other form without disclosure of the trust, so that title to the

security may pass by delivery, but the trustee is liable for any act of the nominee in connection with the security so hold.

(n) To insure the assets of the trust against damage loss, and the trustee against liability with respect to third persons.

(o) To advance money for the protection of the trust, and for all expenses, losses, and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets, for which advances with any interest the trustee has a lien on the trust assets as against the beneficiary.

(p) To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration, or otherwise; and to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; to institute, compromise and defend actions and proceedings.

(q) To pay taxes, assessments, compensation of the trustee, and other expenses incurred in the collection, care, administration, and protection of the trust.

(r) To continue or participate in any business or other enterprise and to effect incorporation, dissolution, or other change in the form of organization of the business or enterprise.

3. Whatsoever assets, whether real or personal, that I possess at the time of my death, shall be placed in and constitute part of the above trust and administered as above stated. Any non-income producing properties may at the discretion of the Trustee be sold and divided equally to my heirs. The trustee shall distribute my personal and household property among my children equally.

4. Whatever monies remain at the termination of said Trust are to be equally divided amongst my aforesaid remaining heirs. Termination of said Trust shall be defined when there is \$500.00 net income per month or less.

B. It is further provided that none of my said children, BARRETT RANDALL FOX, GREGORY DEAN FOX and LAURINE GAYE FOX, shall have the power to sell, assign, or in any way otherwise alienate his, or her, right to receive any income or principal to be paid to him, or her, under the provisions of this Trust in advance of the actual receipt thereof, and my Executor and Trustee are expressly directed to defeat any such conveyance, assignment, alienation, or other attempt to anticipate the receipt of such share.

The assets to be distributed to such Trustee are as follows:

1. N 160 feet of E 1/2 of SW 1/4 of NE 1/4 of NE 1/4 of sec 30 T 8N R 10 W, more commonly known as Lot 48, Sheep Ranch Road, Ebbetts Pass Highlands 1, Avery, California

2. Lot 246 as said Lot is shown in the official Map of Blue Lake Springs Unit No. 15, filed in the Office of the County Recorder of said County on December 7, 1970 in Map Book 4, Page 6, Calaveras County Records.

Contracts of Sale:

3. LOUIS M. ASPIRAS, KATHRYN ASPIRAS, HIS WIFE, AND SEMON J. AYALA, JR., as buyer, Contract of sale dated 7/28/70
10 Acres--Klamath County, Oregon
S 1/2 W 1/2 NW 1/4 NW 1/4--Section 23, Township 34S, Range 8E
Face amount: \$5,950.00
Annual interest: 7.2%
Monthly payment: \$55.00
4. JAMES AND JOANNA BENSON, as buyer, Contract of sale dated 2/2/78
10 Acres--Klamath County, Oregon
N 1/2 W 1/2 NW 1/4 NW 1/4--Section 23, Township 34S, Range 8E
Face amount: \$3,605.84
Annual interest: 7.2%
Monthly payment: \$40.00
5. EDWARD D. BRYANT, (A SINGLE MAN) as buyer, Contract of sale dated 6/1/67
40 Acres--Klamath County, Oregon
NE 1/4 NW 1/4, Willamette Meridian--Section 23, Township 35S, Range 11E
Face amount: \$4,350.00
Annual interest: 7%
Monthly payment: \$45.00
6. DOROTHY BRADLEY AND BEVERLY WELSH, as buyer, Contract of sale dated 10/2/71
10 Acres--Klamath County, Oregon
NW 1/4 NW 1/4 SW 1/4--Section 11, Township 33S, Range 7E
Face amount: \$5,450.00
Annual interest: 7.2%
Monthly payment: \$50.00
7. JOSEPH H. AND BARBARA A. BURESH, HIS WIFE, as buyers, Contract of sale dated 12/2/73
20 Acres--Klamath County, Oregon
S 1/2 of the S 1/2 of the E 1/2 of the SE 1/4--Section 17, Township 35S, Range 11E
Face amount: \$4,500.00
Annual interest: 7.2%
Monthly payment: \$38.23
8. VERNIE O. COOK AND BILLIE N., HIS WIFE, Contract of sale dated 9/1/72
10 Acres--Klamath County, Oregon
SE 1/4 NW 1/4 NE 1/4--Section 19, Township 33S, Range 7E
Face amount: \$5,450.00
Annual interest: 7 1/2%
Monthly payment: \$50.09

- 1 9. GEORGE H. EVERSON AND DONNA M. EVERSON, HIS WIFE, as buyer,
2 Contract of sale dated 5/18/70
3 10 Acres--Klamath County, Oregon
4 S 1/2 W 1/2 SW 1/4 NW 1/4--Section 23, Township 34S, Range 8E
5 Face amount: \$5,950.00
6 Annual interest: 7.2%
7 Monthly payment: \$60.00
- 8 10. BASIL R. FIERO OR FLORICE D. FIERO, (HUSBAND AND WIFE) as
9 buyer, Contract of sale dated 2/8/69
10 30 Acres--Klamath County, Oregon
11 S 3/4 SW 1/4 SE 1/4--Section 32, Township 35S, Range 11E
12 Face amount: \$2,250.00
13 Annual interest: 7.2%
14 Monthly payment: \$40.00
- 15 11. DAN KNIGHT AND EMILY KNIGHT, HIS WIFE, as buyers, Contract of
16 sale dated 7/22/74
17 10 Acres--Klamath County, Oregon
18 SW 1/4, NW 1/4 of the NE 1/4--Section 19, Township 33S, Range 7E
19 Face amount: \$5,950.00
20 Annual interest: 7 1/2%
21 Monthly payment: \$54.90
- 22 12. DAVID K. LAUGHLIN AND ROBERTA L. LAUGHLIN, HIS WIFE, as buyer,
23 Contract of sale dated 7/13/74
24 10 Acres--Klamath County, Oregon
25 NW 1/4 of the SE 1/4 NE 1/4 of--Section 34, Township 32S, Range
26 Face amount: \$5,950.00
27 Annual interest: 7 1/2%
28 Monthly payment: \$54.90
13. ERVIN L. MORTON (A MARRIED MAN), as buyer, Contract of sale
dated 10/12/72
10 Acres--Klamath County, Oregon
NE 1/4 NW 1/4 NE 1/4--Section 19, Township 33S Range 7E
Face Amount: \$5,450.00
Annual interest: 7 1/2%
Monthly payment: \$49.22
14. WILLARD L. MCGUIRE AND BARBARA J., HIS WIFE, as buyer,
Contract of sale dated 11/9/72
10 Acres--Klamath County, Oregon
NW 1/4 NW 1/4 SW 1/4--Section 17, Township 33S, Range 7E
Face amount: \$5,450.00
Annual interest: 7 1/2%
Monthly payment: \$50.09
15. BETTY J. AND ROBERT G. OSTROM, as buyers, Contract of sale
dated 2/10/73
10 Acres--Klamath County, Oregon
NE 1/4 NW 1/4 SW 1/4--Section 17, Township 33S, Range 7E
Face amount: \$5,450.00
Annual interest: 7 1/2%
Monthly payment: \$50.09

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- 1 16. ARTHUR F. OSBORN AND KAREN K. (HIS WIFE), as buyers, Contract
2 of sale dated 9/3/72
3 10 Acres--Klamath County, Oregon
4 NW1/4 NW1/4 NE1/4--Section 19, Township 33S, Range 7E
5 Face amount: \$5,450.00
6 Annual interest: 7 1/2%
7 Monthly payment: \$50.09
- 8 17. CLIFFORD H. POLLARD AND MILDRED A. HIS WIFE, as buyers,
9 Contract of sale dated 1/21/71
10 10 Acres-- Klamath County, Oregon
11 SW1/4 SE1/4 NE1/4--Section 34, Township 32S, Range 7E
12 Face amount: \$5,450.00
13 Annual interest: 7.2%
14 Monthly payment: \$51.43
- 15 18. WILLIAM J. RAMSEY AND BETTY ANN, HIS WIFE, AS JOINT
16 TENNANTS, as buyer, Contract of sale dated 3/28/78
17 10 Acres--Klamath County, Oregon
18 NE1/4 SE1/4 SE1/4--Section 18, Township 33S, Range 7E
19 Face amount: \$5,450.00
20 Annual interest: 7 1/2%
21 Monthly payment: \$54.30
- 22 19. BARBARA M. PEOPLES AND WILLIAM J. RAMSEY, as buyers,
23 Contract of sale dated 3/28/72
24 10 Acres--Klamath County, Oregon
25 SE1/4 SW1/4 NE1/4--Section 34, Township 32S, Range 7E
26 Face amount: \$5,300.00
27 Annual interest: 7.2%
28 Monthly payment: \$49.22
- 29 20. WILLIAM J. RAMSEY AND BETTY ANN, HIS WIFE, AS JOINT
30 TENNANTS, as buyers, Contract of sale dated 3/28/78
31 10 Acres--Klamath County, Oregon
32 SE1/4 SW1/4 SE1/4--Section 34, Township 32S, Range 7E
33 Face amount: \$5,450.00
34 Annual interest: 7 1/2%
35 Monthly payment: \$54.30
- 36 21. WILLIAM J. RAMSEY AND BETTY ANN, HIS WIFE AS JOINT TENANTS,
37 as buyers, Contract of sale dated 3/28/78
38 10 Acres--Klamath County, Oregon
39 SE1/4 NW1/4 SW1/4--Section 17, Township 33S, Range 7E
40 Face amount: \$5,450.00
41 Annual interest: 7 1/2%
42 Monthly payment: \$54.30
- 43 22. WILLIAM JOHN RAMSEY, as buyer, Contract of sale dated
44 1/25/76
45 10 Acres--Klamath County, Oregon
46 SW1/4 SE1/4 SE1/4
47 Section 18, Township 33S, Range 7E
48 Face amount: \$5,450.00
Annual interest: 7 1/2%
Monthly payment: \$50.06

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23. RICHARD L. ROADCAP AND MARIA G, HIS WIFE, as buyers,
Contract of sale dated 10/5/72
10 Acres--Klamath County, Oregon
NE1/4 SW1/4 NE1/4--Section 34, Township 32S, Range 7E
Face amount: \$5,450.00
Annual interest: 7 1/2%
Monthly payment: \$50.09
24. GARRY I. STOCKING AND CONNIE M. (HIS WIFE), as buyers,
Contract of sale dated 4/6/70
10 Acres--Klamath County, Oregon
NE1/4 NE1/4 NW1/4--Section 17, Township 33S, Range 7E
Face amount: \$4,950.00
Annual interest: 7.2%
Monthly payment: \$45.00
25. DONALD AND SARAH WELCH, as buyers, Contract of sale dated
12/8/74
10 Acres--Klamath County, Oregon
SW1/4 NW1/4 SW1/4--Section 17, Township 33S, Range 7E
Face amount: \$7,835.28
Annual interest: 8%
Monthly payment: \$82.14
- Promissory Notes:
26. Michael W. Mogan, Promissory note dated 11/15/82
160 Acres--Elko County, Nevada
NE1/4 NE1/4 and NW1/4 NE1/4 and SW1/4 NE1/4
and SE1/4 NE1/4 Section 29, Township 37N, Range 37E
Face amount: \$24,000.00
Annual interest: 8%
Monthly payment: \$243.64
27. Michael W. Mogan, Promissory note dated 6/29/79
40 Acres--Elko County, Nevada
SW1/4 NW1/4--Section 21, Township 36N, Range 58E
Face amount: \$4,200.00
Annual interest: 8%
Monthly payment: \$42.35
28. Michael W. Mogan, Promissory note dated 6/29/79
40 Acres--Elko County, Nevada
NE1/4 SW1/4--Section 31, Township 38N, Range 59E
Face amount: \$4,200.00
Annual interest: 8%
Monthly payment: \$42.35
29. Micheal W. Mogan, Promissory note dated 6/29/79
160 Acres--Elko County, Nevada
NW1/4--Section 7, Township 36N, Range 58E
Face amount: \$16,800.00
Annual interest: 8%
Monthly payment: \$169.41

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- 1 30. Michael W. Mogan, Promissory note dated 6/29/79
2 40 Acres--Elko County, Nevada
3 NE1/4 NE1/4--Section 7, Township 37N, Range 59E
4 Face amount: \$4,200.00
5 Annual interest: 8%
6 Monthly payment: \$42.35
- 7 31. Michael W. Mogan, Promissory note dated 6/29/79
8 40 Acres--Elko County, Nevada
9 NE1/4 SW1/4--Section 5, Township 36N, Range 58E
10 Face amount: \$4,200.00
11 Annual interest: 8%
12 Monthly payment: \$42.35
- 13 32. Michael W. Mogan, Promissory note dated 5/24/79
14 40 Acres--Humboldt County, Nevada
15 SW1/4 SW1/4--Sec. 19, Township 37N, Range 37E
16 Face amount: \$5,000.00
17 Annual interest: 8%
18 Monthly payment: \$50.62
- 19 33. Michael W. Mogan, Promissory note dated 5/24/79
20 40 Acres--Humboldt County, Nevada
21 NW1/4 NW1/4--Section 19, Township 37N, Range 37E
22 Face amount: \$5,000.00
23 Annual interest: 8%
24 Monthly payment: \$50.62
- 25 34. Michael W. Mogan, Promissory note dated 5/24/79
26 40 Acres--Humboldt County, Nevada
27 NE1/4 NW1/4--Section 19, Township 37N, Range 37E
28 Face amount: \$5,000.00
Annual interest: 8%
Monthly payment: \$50.62
35. Michael W. Mogan, Promissory note dated 5/24/79
40 Acres--Humboldt County, Nevada
SW1/4 NW1/4--Section 19, Township 37N, Range 37E
Face amount: \$5,000.00
Annual interest: 8%
Monthly payment: \$50.62
36. Michael W. Mogan, Promissory note dated 5/24/79
40 Acres--Humboldt County, Nevada
SE1/4 NW1/4--Section 19, Township 37N, Range 37E
Face amount: \$5,000.00
Annual interest: 8%
Monthly payment: \$50.62
37. Michael W. Mogan, Promissory note dated 5/25/79
40 Acres--Elko County, Nevada
NW1/4 NE1/4--Section 31, Township 37N, Range 58E
Face amount: \$4,200.00
Annual interest: 8%
Monthly payment: \$42.35

38. Michael W. Mogan, Promissory note dated 5/25/79
20 Acres--Elko County, Nevada
SE1/4 NW1/4--Section 4, Township 34N, Range 62E
Face amount: \$3,000.00
Annual interest: 8%
Monthly payment: \$29.96
39. Daniel Tams, Promissory note dated 6/21/77
Face amount: \$17,000.00
Annual interest: 10%
Monthly payment: \$224.66
40. Miscellaneous personal property and household furnishings
41. Lloyds Bank
Checking Account #22033317-5 7,372.71
Money Market Acct. 310314994 2,757.94
Guaranty Savings #33352290 20,395.81
Citicorp Acct. 329-40-00140-1 73,027.31
Undeposited checks 2,012.08

Omnibus Clause. Any property not now known or discovered which may belong to the estate, or in which the decedent or the estate may have any interest, is distributed to Gregory D. Fox as Trustee of the residuary trust set forth above.

Dated: MAY 7 1986

ORRIN K. AIROLA
Judge of the Superior Court

THE FOLLOWING INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL ON
FILE IN THIS OFFICE
ATTEST: MAY 7 1986
NADINE JACKSON, County Clerk and
ex-officio, Clerk of the Superior Court
of the State of California in and for the
County of Calaveras.

Carolyn L. Smith Deputy

AFTER RECORDING, RETURN TO:

H.F. Smith
Attorney at Law
540 Main Street
Klamath Falls, OR 97601

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of H.F. Smith, Attorney at Law the 24th day
of July A.D. 19 87 at 9:44 o'clock A M., and duly recorded in Vol. M87
of Deeds on Page 13193

Evelyn Biehn, County Clerk
By *[Signature]*

FEE \$57.00