

Recording Requested By:

WHEN RECORDED, PLEASE MAIL TO:  
 MARK E. MINYARD  
 Bank of America Tower  
 One City Boulevard West  
 Suite 1100  
 Orange, CA 92667

RECEIVED FOR RECORD  
 AT 8:30 O'CLOCK A.M.

SEP - 4 1987

Recorded in Official Records  
 of Riverside County, California

RECORDER  
 Fee: \$

PRENUPTIAL AGREEMENT

This Agreement is entered into in the City of Orange, County of Orange, State of California between CHARLES R. FOULGER (referred to as CHARLES) and DONNA IMRIE (referred to as DONNA) with reference to the following facts:

- 1) CHARLES and DONNA are contemplating marriage.
- 2) CHARLES and DONNA are currently unmarried.
- 3) CHARLES has substantially disclosed to DONNA the nature, extent, and value of his property interests, including, without limitation, his various present and potential business and investment interests and his present and potential income from various sources, including, without limitation, his business and investment interests.
- 4) DONNA has substantially disclosed to CHARLES the nature, extent, and value of her property interests, including, without limitation, her various present and potential business and investment interests and her present and potential income from various sources, including, without limitation, her business and investment interests.
- 5) CHARLES has had separate and independent counsel to advise him of his rights under this Agreement. Counsel has been fully advised and informed of previous and existing financial facts of both parties and has apprised CHARLES of his rights under this Agreement with full knowledge of those facts.
- 6) DONNA has had separate and independent counsel to advise her of her rights under this Agreement. Counsel has been fully advised and informed of previous and existing financial facts of both parties and has apprised DONNA of her rights under this Agreement with full knowledge of those facts.
- 7) For good and valuable consideration, including, without limitation, the contemplated marriage between the parties and the mutual promises contained in this Agreement, the parties define here the respective rights of each in the property, income, assets, and liabilities that each may have

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or may acquire, and the parties agree that, except as may be expressly set forth herein, all property, real and personal, owned by either of them at the time of the contemplated marriage, from whatever source, shall remain the respective separate property of the person acquiring the property, and neither shall acquire any interest or right to any of the property of the other.

8) CHARLES and DONNA acknowledge to each other that each does not now have, possess, or claim any right or interest in the present or future income, property, or assets of the other.

9) It is the intent of the parties to provide that any assets acquired after marriage by either person shall be owned by said person solely and that any assets acquired after marriage by the parties jointly shall be owned by the parties equally with reimbursement rights reserved as per the California Civil Code unless and except there is a written waiver to such rights.

In consideration of the foregoing, the parties agree to the following:

I. REQUIREMENT OF MARRIAGE

If CHARLES and DONNA shall be married, their rights with respect to the property owned by either of them at the time of the contemplated marriage or acquired after marriage to each other shall be subject to the terms of this Agreement, provided that if for any reason and irrespective of fault, the parties do not marry, then this Agreement shall be void.

II. DISCLOSURE OF PROPERTY

A) At the time this Agreement is executed, CHARLES disclosed that he has listed in Exhibit "A", attached to this Agreement and incorporated in it by reference, all real and personal property in which he has an interest and the extent of that interest.

B) At the time this Agreement is executed, DONNA disclosed that she has listed in Exhibit "B", attached to this Agreement and incorporated in it by reference, all real and personal property in which she has an interest and the extent of that interest.

C) At the time this Agreement is executed, CHARLES disclosed that he has listed in Exhibit "C", attached to this Agreement and incorporated in it by reference, all obligations for which he is liable.

D) At the time this Agreement is executed, DONNA discloses that she has listed in Exhibit "D", attached to this Agreement and incorporated in it by reference, all obligations for which she is liable.

E) The foregoing disclosures are for courtesy only and not an inducement to enter into this Agreement. CHARLES and DONNA agree that each is willing to enter into this Agreement regardless of the nature or extent of the present or future assets, liabilities, income or expenses of the other.

### III. REPRESENTATION BY INDEPENDENT COUNSEL

CHARLES acknowledges here that he has been represented by independent counsel, MARK E. MINYARD, and DONNA acknowledges here that she has been represented by independent counsel, RICHARD G. WILSON, in negotiation of this Agreement; that counsel representing each party was of his or her own choosing; and that this Agreement has been read by the parties and that its meaning and legal consequences have been explained fully to them by their counsel and are understood.

### IV. MUTUAL WAIVER OF MARITAL RIGHTS IN SEPARATE PROPERTY

A) DONNA agrees that all property belonging to CHARLES at the commencement of the marriage, or acquired by or coming to CHARLES by separate purchase, gift, inheritance, or other means during the marriage, shall be his separate property and shall be enjoyed by him and shall be subject to his disposition as his separate property in the same manner as if no marriage had been entered into.

B) CHARLES agrees that all property belonging to DONNA at the commencement of the marriage, or acquired by or coming to DONNA by separate purchase, gift, inheritance, or other means during the marriage, shall be her separate property and shall be enjoyed by her and shall be subject to her disposition as her separate property in the same manner as if no marriage had been entered into.

C) CHARLES agrees that all income earned by DONNA during the marriage shall be considered DONNA's separate property, shall be enjoyed by her, and shall be subject to her disposition as her separate property in the same manner as if no marriage had been entered into.

D) DONNA agrees that all income earned by CHARLES during the marriage shall be considered CHARLES' separate property, shall be enjoyed by him, and shall be subject to his disposition as his separate property in the same manner as if no marriage had been entered into.

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E) Unless the parties agree in writing to the contrary, any property purchased by either party individually after the marriage while the parties are living together as husband and wife, shall be owned solely by the acquiring party.

F) Except as provided herein, the parties agree that all income earned and all rents, issues, profits, increases, appreciation, and income from the separate property of CHARLES shall remain his separate property. The parties agree that a change in the form of CHARLES' separate property shall not constitute a change of characterization.

G) The parties agree that all income earned and all rents, issues, profits, increases, appreciation, and income from the separate property of DONNA shall remain her separate property. The parties agree that a change in the form of DONNA's separate property shall not constitute a change of characterization.

H) The parties agree that CHARLES may devote considerable time, skill, and effort to the investment and management of his separate property and the income from it. Except as provided for herein the parties agree that, notwithstanding that the expenditure of CHARLES' time, skill, and effort might constitute a community interest or asset in the absence of this Agreement, neither party shall acquire any community interest from the expenditure of CHARLES' time, skill, and effort, and any rents, issues, profits, increases, appreciation, and income from the separate property of CHARLES shall remain the separate property of CHARLES.

I) The parties agree that DONNA may devote considerable time, skill, and effort to the investment and management of her separate property and the income from it. Parties agree that, notwithstanding that the expenditure of DONNA's time, skill, and effort might constitute a community interest or asset in the absence of this Agreement, neither party shall acquire any community interest from the expenditure of DONNA's time, skill, and effort, and any rents, issues, profits, increase, appreciation, and income from the separate property of DONNA shall remain the separate property of DONNA.

J) The election, if any, of the parties after their marriage to file Federal or State income tax returns on a joint, rather than on a separate return shall not constitute a creation of any community property or of any other rights or interest in contravention of the Agreement.

K) The parties agree that each shall relinquish all right, claim or interest, whether actual, inchoate, or contingent in law and equity, that he or she may acquire in

the separate property of the other by reason of the proposed marriage, including, without limitation:

- 1) Community property rights;
- 2) The right to a family allowance;
- 3) The right to a probate homestead;
- 4) The rights or claims of dower, curtesy or any statutory substitutes provided by the statute of the State of California or any other state in which the parties may die domiciled or in which they may own real property.
- 5) The right of election to take against the will of the other;
- 6) The right to a distributive share in the estate of the other should he or she die intestate;
- 7) The right to declare a homestead in the separate property of the other; and,
- 8) The right to act as the personal representative of the estate of the other unless so nominated by a will or codicil dated subsequent to the effective date of this Agreement.
- 9) The right to receive property or inherit any part of the estate of the other at his or her death.

L) Any pre-existing will or testament, or any other instrument which disposes of the estate of the other on death, shall remain in full force and shall not be revoked in whole or part by the occurrence of the marriage. Each party specifically waives the benefits of all probate or other similar statutes that might be in existence with respect to revocation of wills or marriage including, without limitation, California Probate Code Section 70 and similar statutes in other jurisdictions.

M) The occurrence of commingling or otherwise failing to segregate the separate property or separate income of either party shall not change or constitute a change of character of that property, nor shall it constitute a transmutation of that separate property or income into community, quasi-community, joint marital, or similar type of property.

#### V. SEPARATE AND COMMUNITY OBLIGATIONS

A) To the extent that community income, community property funds or separate income or funds are used to make the payments on the mortgage, taxes, maintenance or

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insurance on real property owned by either party, neither the owning party nor the community shall acquire an interest in the real property or a right of reimbursement.

B) All obligations set forth in Exhibit "C" of this Agreement shall remain the separate obligations of CHARLES. DONNA shall not be liable for those obligations, and CHARLES shall indemnify and hold DONNA harmless from them.

In the event Donna is ever a defendant in any lawsuit, the subject or cause of action of which is a debt, liability or obligation for which CHARLES has provided indemnification, CHARLES shall provide DONNA with competent legal counsel to defend said action and shall pay any resulting Judgment against DONNA. It is the intent of CHARLES that DONNA not ever, in any way, be adversely affected economically by his financial dealings.

C) All obligations set forth in Exhibit "D" shall remain the separate obligations of DONNA. CHARLES shall not be liable for those obligations, and DONNA shall indemnify and hold CHARLES harmless for them.

#### VI. MISCELLANEOUS

A) Any funds, whether they be community or the separate property of CHARLES, contributed to an IRA of DONNA's shall be the separate property of DONNA.

B) CHARLES shall maintain DONNA as the irrevocable beneficiary to his existing life insurance policy with Cal Western States Life Insurance Company so long as the parties are married and so long as the policy is in force. CHARLES shall use his best efforts to maintain said policy in full force and shall pay any premiums due thereon.

C) In the event the parties do in fact marry, the 3.2 carat diamond ring which CHARLES intends to give to DONNA shall become the separate property of DONNA.

D) In the event the parties do in fact marry, the seven (7) acres of real property located on the Klamath River, California, described in Exhibit "A", shall be held as joint tenants and in equal shares by the parties without any rights to reimbursement to CHARLES. Any improvements made to the property shall be deemed to be community property without any rights to reimbursement to CHARLES. Any furniture or furnishings purchased for said property shall be deemed to be community property without any rights to reimbursement to CHARLES.

E) It is the intent of CHARLES to have a residence constructed on said property and to finance said residence. However, the disclosure of CHARLES's intent to construct

said residence is made as a courtesy only and is not in any way to be construed as an inducement to enter into this Agreement.

F) In the event of a Dissolution of the Marriage of the parties hereto or in the event of CHARLES death prior to a Dissolution of Marriage, CHARLES or his estate shall pay to DONNA the sum of \$15,000 for each full year of the first five years of their marriage, to be measured from the date of the marriage to the date of the last separation before an entry of the Judgment of Dissolution or his death.

Said \$15,000 per year shall be increased by \$3,000 for year six through year ten, inclusive. The resulting sum (\$18,000 for years six through ten, inclusive) shall likewise be increased by \$3,000 for year 11 through year 15, inclusive. Said pattern of \$3,000 increases shall continue on an every five year basis. In the event of a dissolution of the marriage, then said sum shall be paid 50% within 30 days of the entry of said Judgment, twenty-five percent (25%) within one year and 30 days of the entry of said Judgment and twenty-five percent (25%) within two years and 30 days of the entry of said Judgment. In the event of the death of CHARLES, then said sum shall be a charge against the estate of CHARLES.

Said sum shall not be taxable to DONNA or tax deductible to CHARLES.

Said payments are to be paid to DONNA in place and in lieu of spousal support. DONNA does hereby waive now and forever any rights to spousal support. DONNA acknowledges that, but for the waiver, she would very likely be entitled to some level of support.

In the event that the Court refuses to uphold this waiver of support, then the Court shall consider said payments as a factor in setting the level and duration of support.

#### VII. COMMUNITY INCOME

A) Except as otherwise expressly provided in this Agreement, the parties agree that the sole source of community income shall be the earnings of assets owned by the parties in equal proportions.

B) Community obligations and joint living expenses shall be paid with community income or if none exists then shall be paid with the separate income of CHARLES, without any right to reimbursement.

C) The term "joint living expenses" as used in this paragraph, includes: food; household supplies; utilities; telephone; laundry; cleaning; clothing; medical and dental

expenses; medical, life, accident, and auto insurance; gasoline, oil, and auto repairs.

#### VIII. EXECUTION OF OTHER INSTRUMENTS

Each party agrees that he or she shall, on the request of the other, take all steps, and execute, acknowledge and deliver to the other party all further instruments necessary or expedient to effectuate the purposes of this Agreement.

#### IX. WARRANTIES

Each of the parties hereto represents and warrants as an inducement to the other to enter into this Agreement that this Agreement is entered into freely and voluntarily by each of them; that in the execution hereof, each party has ascertained and weighed all of the facts, conditions and circumstances likely to influence his or her judgment herein; that they have each read and fully understand and consent to all the terms and provisions of the Agreement; that this Agreement constitutes the entire agreement of the parties and no representations, terms, provisions, conditions or expectations exist except those expressly set forth herein; and that each of the provisions herein is in consideration of the other provisions. The parties further each represent and warrant to the other that neither party hereto is acting under menace, duress, fraud, or undue influence of any kind whatsoever from any person, including the other party hereto or his or her agents.

#### X. VOID PROVISION

If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

#### XI. AMENDMENTS

The parties may not alter, amend or modify this Agreement except by an instrument in writing signed by each of the parties. Each party waives the future right to claim, contend, or assert that this Agreement was modified, cancelled, superseded, or changed by an oral agreement, course of conduct, or estoppel.

#### XII. BINDING ON HEIRS

A) This Agreement, except as otherwise expressly provided herein, shall be binding on, and shall inure to the benefit of the respective legatees, devisees, heirs,

executors, administrators, assigns and successors in interest of the parties.

B) DONNA hereby agrees that if CHARLES should predecease DONNA all property held by CHARLES in his name alone at the date of his death, shall be considered CHARLES' separate property and DONNA shall have no community property interest in said property, except as provided for herein or as provided by a Will dated after this Agreement.

C) CHARLES hereby agrees that if DONNA should predecease CHARLES all property held by DONNA in her name alone at the date of her death, shall be considered DONNA'S separate property and CHARLES shall have no community property interest in said property, except as provided for herein or as provided by a Will dated after this Agreement.

#### XIII. SECTION HEADINGS

The section headings used in this Agreement are for the purpose of convenience only. They shall not be construed to limit or extend the meaning of the Agreement.

#### XIV. ENTIRE AGREEMENT

A) This Agreement contains the entire agreement of the parties and no other agreement, statement or promise made by any party, or to any party, which is not contained in this Agreement shall be binding or valid. There have been no promises, representations, agreements, warranties, or undertakings by either party to the other, either oral or written of any character or nature, except as set forth herein.

B) The parties agree that they occasionally may use such expressions as "our property", "our house", "our business" or "our bank account", when referring to property that is by the terms of this Agreement separate property. Notwithstanding any of the above, the parties agree that this Agreement may be altered, amended, or modified only by a writing executed by both CHARLES and DONNA.

#### XV. APPLICABLE LAW

This Agreement is executed in the State of California and shall be subject to an interpreted under the laws of the State of California, as said laws exist at the time the Court may be asked to interpret this Agreement as opposed to the laws as they exist at this date. Although this Agreement is executed in the State of California, and makes reference to separate, community, quasi-community property, the parties agree that it is their intent that this Agreement cover all rights in property, whether or not the property is within the United States of America.

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XVI. VENUE CLAUSE

Notwithstanding the contacts that other states, countries or other California counties may have, and notwithstanding any applicable uniform acts, the parties expressly agree that the Orange County Branch of the California Superior Court shall have exclusive jurisdiction over all issues relative to this Agreement and/or a Dissolution of Marriage.

If either party attempts to litigate any issue in another jurisdiction that party shall be penalized by an award to the other party of sanctions, attorney's fees, litigation costs and travel expenses.

XVII. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and shall in no way be affected, impaired or invalidated.

DATED: 6/23/87
  
 CHARLES R. FOULGER
DATED: 6/25/87
  
 MARK E. MINYARD, ATTORNEY FOR  
 CHARLES R. FOULGER
DATED: June 16 1987
  
 DONNA IMRIE
DATED: June 16, 1987
  
 RICHARD G. WILSON, ATTORNEY  
 FOR DONNA IMRIE

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I, MARK E. MINYARD, certify that I am a duly licensed attorney, admitted to practice law in the State of California; that I have consulted with CHARLES R. FOULGER, a party to this Agreement and have dully advised him of his property rights and the legal significance of the Agreement; and that CHARLES R. FOULGER has acknowledged his complete understanding of the legal consequences of the Agreement, and has voluntarily executed the Agreement in my presence.

DATED: 6/25/87

MARK E. MINYARD

Attorney for CHARLES R. FOULGER

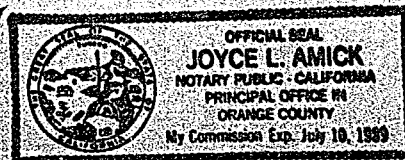
I, RICHARD G. WILSON, certify that I am a duly licensed attorney, admitted to practice law in the State of California; that I have consulted with DONNA IMRIE, a party to this Agreement and have dully advised her of his property rights and the legal significance of the Agreement; and that DONNA IMRIE has acknowledged her complete understanding of the legal consequences of the Agreement, and has voluntarily executed the Agreement in my presence.

DATED: June 16, 1987RICHARD G. WILSON, ATTORNEY FOR  
DONNA IMRIE

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF ORANGE )

On 6-23-87, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. FOULGER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Joyce L. Amick  
Notary Public in and for said  
County and State

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STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss

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On June 16, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared DONNA IMRIE, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Bridget B. Brooks  
Notary Public in and for said  
County and State



EXHIBIT "A"

<u>Assets</u>	<u>Approx. Cost</u>	<u>Approx. Value</u>
1. Biltmore Motor Inn 73850 Hwy. 111, Palm Desert, CA 92260, legally described as:	\$170,000	\$750,000
PARCEL 1: Lot 9 in Block 2 of Palma Village Unit No. 4, as shown by Map on file in Book 19 page 98 of Maps, Riverside County Records.		
PARCEL 2: All that portion of the Northeast quarter of section 20, Township 5 South, Range 6 East, San Bernardino Base and Meridian, as shown by United States Government Survey, particularly described as follows:		
<p>BEGINNING at a point on the Southerly line of Alessandro Drive which bears North 89° 20' West, 394.56 feet from the Northwest corner of Lot 1 in Block A of Palma Village Unit No. 6, as shown by Map on file in Book 20 pages 81 and 82 of Maps, Records of Riverside County, California; said point being the Northeast corner of that certain parcel of land conveyed to Major R. Slater, et ux, by Deed recorded March 25, 1948 in Book 899 page 308 of Official Records. THENCE South 0° 13' East, along the East line of said parcel, 144.48 feet to the Southeast corner thereof; THENCE South 89° 17' East, 192 feet; THENCE North 0° 13' West, 144.63 feet to a point on the Southerly line of Alessandro Drive; THENCE North 89° 20' West, along the Southerly line of said Alessandro Drive, 192 feet to the point of beginning. Said property is also shown on Record of Survey on file in Book 23 page 97 of Records of Survey, Riverside County, California.</p>		
1983 Remodel	120,000	250,000
2. Duplex on San Luis Rey Palm Desert, CA 92260 legally described as:	140,000	250,000

Lot 8, Block 1, Palma Village Unit No. 3, as shown by Map on file in Book 20, pages 3 and 4 of Maps, Records of Riverside County, California.

3. Home, 17045 Edgewater Ln. 82,000 500,000  
Huntington Beh., CA 92649  
legally described as:

PARCEL 1: Lot 29 of Tract No. 4880, in the City of Huntington Beach, County of Orange, State of California, as per map recorded in Book 172 Pages 12 to 19, inclusive, of Miscellaneous Maps, in the office of the county recorder of said county.

PARCEL 2: The right to construct docks, wharves, slips, ramps, float, and other mooring structures in, on, over, across, upon and through that portion of Lot D of Tract No. 4880, in the City of Huntington Beach, County of Orange, State of California, as per map recorded in Book 172 Pages 12 to 19, inclusive, of Miscellaneous Maps, in the office of the county recorder of said county, lying between the southerly prolongation of the westerly and easterly lines of Lot 29 in said tract.

4. Property, San Marcos 33% -0-  
419 Autumn Lane, San Marcos, CA 30,000  
legally described as:

That portion of Lot 11 in Block 61 of Rancho Los Vallecitos de San Marcos, in the County of San Diego, State of California, according to Map No. 806, filed in the office of the County Recorder of said County, December 21, 1895, described as follows:

Beginning at the Northwesterly corner of said Lot; thence along the Westerly line thereof, South 16° 53'30" West 253.78 feet; thence South 72° 40' East 109.30 feet; thence Parallel with the Westerly line, North 16° 53'30" East 253.78 feet to a point in the Northerly line of said Lot 11; thence along said Northerly line, North 72° 40' West 109.30 feet to the Point of Beginning.

5. Oregon property, 20 acres 33,000 33,000  
 High Country Ranch, Klamath  
 Falls, Ore., legally described  
 as:

HIGH COUNTRY RANCH, Tract 1161, situated in  
 Sections 7, 8, 17 and 18, Township 35 South  
 Range 14 East of the Willamette Meridian,  
 Klamath County, Oregon, on file in the Office  
 of Klamath County Clerk, Klamath, County  
 Courthouse, Klamath Falls, Oregon.

6. Klamath River property, 38,000 38,000  
 7 acres, California, legally  
 described as:

All that part of Lot Seventeen (17) in  
 Section Two (2), Township Forty-six (46)  
 North Range Eight (8) West, which lies South  
 and West of the California State Highway as  
 now laid out through said Lot Seventeen (17)  
 and said Section Two (2).

7. Acura Car Facility 208,000 280,000  
 Foulger-Foulger-Yamada  
 Partnership - 33%, 201 W  
 Huntington Dr., Monrovia,  
 CA 91016 legally described  
 as:

PARCEL 1: Lots 19, 20 21, 22, 23 and 24, in Block "C"  
 of addition No. 2, to the town of Monrovia,  
 in the City of Monrovia, County of Los  
 Angeles, State of California, as per map  
 recorded in Book 23, page 76 of Miscellaneous  
 records, in the office of the County Recorder  
 of said County.

Excepting that portion if any, of said Lot  
 21, lying within the boundaries of Lot 70 in  
 Block 6 of Pasadena Subdivision of Blocks 6  
 and 11 of Monrovia, as per map recorded in  
 Book 10, page 5 of Miscellaneous records, in  
 the office of the County Recorder of said  
 county.

EXHIBIT "A"  
(cont'd.)

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8.	Foulger Ford Stock 12%	75,000	75,000
9.	Villa Honda Stock 20%	55,000	300,000
10.	Santa Anita Acura Stock 33%	113,000	125,000
11.	Orange National Bank Stock, 5% (45,492 shares @ \$8.50/share)	195,000	386,700
12.	Prudential Bache Stocks and Bonds (All inclusive) Acct. #523563 August 31, 1986	115,000	294,286
13.	IRA FUNDS:		
A.	Twentieth Century Select Fund #21000522994 - 69,686 shares	N/A	7,158
B.	Oppenheimer-Special #55445860-01-1001 134,687 shares	N/A	3,019
C.	Keogh Fidelity Fund Mercury Fund #208426148	N/A	2,400
C.	Prudential Bache Research Fund #895835 - 2082 shares	N/A	27,660

EXHIBIT "A"  
(Cont'd.)

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14.	Twentieth Century Fund Growth #20000442440 - 654.244 shs.	N/A	10,782
15.	Villa Ford Note H.K. Baldwin \$280M Balance 9/1/86	N/A	280,000
16.	Villa Ford Realty 2550 N. Tustin Avenue Orange, CA (50% - 9 acres @ \$14/foot) legally described as:	375,000	2,000,000
17.	Bank Accounts		
	Orange National Bank #041496	N/A	2,000
	Barclay Bank #16926	N/A	820
	Barclay's Silver Acct.	N/A	50,250
	Home S & L, Huntington Bch. #0003550	N/A	662
18.	Life Insurance		
	\$25,000 Group Term policy with Cal Western States	N/A	-0-
19.	Sailboat, 38' Dowmeaster		75,000
20.	Automobiles:		
	A. Pantera, 1972		25,000
	B. Ferrari, 1974		30,000
	C. Ranchero, 1976		4,000
	D. Mustang Convertible, 1966		10,000
	E. Thunderbird, 1957		12,000
	F. Econoline, 1962		3,000
21.	Furniture - Huntington Beach and Palm Desert Duplex		20,000

EXHIBIT "B"

<u>Assets</u>	<u>Approx. Value</u>
1. IRA/Franklin U. S. Govt. Securities Fund 3819.592 shares @ \$7.67/share (as of 9/15)	\$29,296
2. IRA/20th Century Growth Fund	2,000
3. Stock, Orange National Bank, Orange, CA 2772 shares @ \$8.50/share	23,562
4. Stock, Georgia Pacific Corp., 262.4059 shares @ \$35.9608/share (as of 9/12)	9,400
5. Stock, Louisiana Pacific, 47 shares @ \$25/share	1,175
6. Checking Acct. Interest Plus/Now, Orange National Bank	3,000
7. Checking Acct., Orange National Bank	200
8. Stock, Sperry Rand, 5 shares @ \$25/share	125.

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EXHIBIT "C"

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Liabilities:

	<u>Approx. Amount</u>
1. Prudential Bache #523563, Sept. 19086	\$148,000
2. Orange National Bank, Credit Line #U6146, September, 1986	92,000
3. Biltmore Motor Inn	
A. Marge Paine Loan, September, 1986	30,200
B. Orange Nat'l. Bank Loan, September, 1986	88,000
4. H. K. Baldwin - Note, Villa Realty Tony Ellam - Note, Villa Realty	81,400
5. Duplex Palm Desert, Barclay Bank, Orange	38,500
6. Home, Huntington Beach, Home S & L #129047	101,000
7. Oregon, 20 Acres - F. O'Connor Trust #4032	29,000
8. Klamath River, California - 7 acres, Note - Dick Frishour	26,725
9. Foulger Stock 12%	30,400
	70,000

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EXHIBIT "D"

EXHIBIT "D"

Liabilities

Approx. Value

Visa/BankAmericard (current balance)

\$ 2,000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 5th day  
of October A.D., 19 87 at 2:36 o'clock P. M., and duly recorded in Vol. M87,  
of Deeds on Page 18044.

FEE \$100.00

Evelyn Eiehn, County Clerk  
By Pam Smith