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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

ENDORSED
FILED
ALAMEDA COUNTY

SEP 30 1992

BONNIE LEE COBLEY,

Petitioner,

vs.

CHARLES B. HIGGINS,,

Respondent:

)
) RONALD G. OVERVOLT, Exec. Off./Clerk
) By Joanne Narcup

)
) No. V-000319-7

)
) ORDER
)
)
)
)

This matter came on for Pre-Trial Settlement
on Dec 5, 1991
Conference in Department 50, Alameda County Superior Court,
the Honorable Judge Mark Eaton presiding; Daniel M. Moody
appeared with Petitioner Bonnie Lee Cobley and Respondent
Charles B. Higgins appeared in Pro Per.

After discussion amongst the parties and the Court,
the parties agreed and stipulated to the following order:

1.. On or before March 5, 1992 Respondent shall pay
to Petitioner the sum of eight thousand dollars (\$8,000.00)
in cash or certified funds through counsel for Petitioner;

2. On or before February 1, 1992 at Respondent's
cost, the horse, Mahogany, will be transported to Chino,
California via the facilities of the individual mutual
acquaintance of the parties, Judy Wright or alternatively,

Return: Charles B. Higgins
13837 S. Val Vista Dr.
Gilbert, Az. 85234

550

1 via a commercially licensed, insured carrier. Respondent
2 shall bear all costs of the transport in either case except
3 that Petitioner shall arrange and pay for the Coggins test;

4 3. Petitioner shall tender the Certificate of
5 Ownership, through counsel, of the trailer now in
6 possession of Respondent prior to December 12, 1991;

7 4. Petitioner's attorney shall hold the pink slip
8 on the truck which is now in possession of Respondent and
9 tender same to a buyer of the truck subject to verification
10 by Petitioner's counsel that \$8,000.00 of the proceeds of
11 sale shall be paid to satisfy the obligations set forth in
12 paragraph one herein if that obligation has not been
13 theretofore satisfied. If the \$8,000.00 obligation is not
14 paid by March 5, 1992, Petitioner may recover said truck
15 from Respondent and sell it in a commercially reasonable
16 manner deducting from the sales price the \$8,000.00
17 obligation, costs of recovery and costs of sale, the
18 balance, if any, to Respondent;

19 5. Petitioner shall hold all other evidence of
20 title on the horses until both i), the \$8,000.00 obligation
21 is paid, and ii), Mahogany is transported to Petitioner;

22 6. Within five (5) days of payment of the
23 \$8,000.00 to Petitioner and the transport of Mahogany,
24 Petitioner shall forward all evidence of title of the
25 horses to Respondent and execute quitclaims to the Oregon
26 lots owned by the parties in favor of Respondent, said
27 quitclaims to be prepared and forwarded to Petitioner's
28 counsel by Respondent;

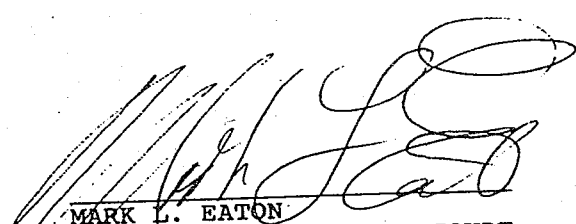
1 7. Petitioner and Respondent waive all claims for
2 spousal support against each other;

3 8. Each party shall bear their own costs and
4 attorney's fees;

5 9. Petitioner's attorney shall give notice of this
6 stipulation and order to claimant, Suzanne Higgins and file
7 proof of service thereto.

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9
10 IT IS SO ORDERED.

11
12 DATED: September 29, 1992


13 MARK L. EATON
14 JUDGE OF THE SUPERIOR COURT
15 DEPARTMENT 50
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28

2:00PM DATE: THU, DEC 05, 1991 MARK L EATON JUDGE

JOANNE NORCUP CLERK

DENISE GRAMAM REPORTER

TITLE AND NATURE OF PROCEEDINGS

D I S P O S I T I O N

3 V002779-9
--PLAINTIFF--
MADE, DAVID M ✓

--ATTORNEYS--
ALVAREZ & AFOLLETTE
JOSE ALVAREZ
--APPEARING--

28944

--DEFENDANT--
ANTONE, STACY ✓

--ATTORNEYS--
CHENG & CAMPANILE
ROSEMARY CHENG
--APPEARING--

*del present in open court.
Judgment pursuant to the Stipulation signed
* filed this date.*

V000319-7
--PLAINTIFF--
COBLEY, BONNIE LEE ✓

--ATTORNEYS--
DANIEL M. MODDY/M. PATRICK RESEN

--APPEARING--

--DEFENDANT--
HICKEYS, CHARLES BERNARD ✓

--ATTORNEYS--
PRO PER

--APPEARING--

The Court, petitioner, petitioner's counsel and respondent, in pro per, all present in open court.
The parties stipulate to a judgment on the reserved issues as recited on the record in open court.
Respondent is to pay to petitioner, through her counsel, the sum of \$8000 cash on or before 3/5/92.
The Coggin's rest prior to the transportation of the horse Mahogany to petitioner in China, through Judy Wright, prior to 2/1/92. Petitioner is to pay it to the buyer when the truck is sold. \$8000 of the proceeds of the sale are to be used to satisfy obligations on or before 3/5/92 or petitioner will be able to recover the truck and sell it on her own. Petitioner to tender the pink slip to the trailer prior to 12/12/91. Petitioner will hold evidence of title on the horse until Feb. \$8000 is paid and Mahogany transferred. Other conditions relating to the horse are recited on the record.
Each party waives spousal support. Each party is to pay their own attorney fees and costs. Petitioner is to notify claimant within 5 days of the proceeding.

BEFORE CONF. AFTER CONF.
NO DISPO-MAINTAIN TRIAL DATE
NO DISPO-DROPPED FROM ACTIVE LIST
ACTION SETTLED, VACATE TO/ARB
NO DISPO/ACTION REFERRED TO ARBITRATION
SC CONTINUED TO
TRANS. TO E.D.P. CAL.
EST. TIME OF TRIAL
OTHER-

DISSOLUTION-FEMALE
CF 07/17/89
MF 08/06/91

BEFORE CONF. AFTER CONF.
NO DISPO-MAINTAIN TRIAL DATE
NO DISPO-DROPPED FROM ACTIVE LIST
ACTION SETTLED, VACATE TO/ARB
NO DISPO/ACTION REFERRED TO ARBITRATION
SC CONTINUED TO
TRANS. TO E.D.P. CAL.
EST. TIME OF TRIAL
OTHER-

1070-39963

80402

WARRANTY DEED

Vol. 112, Page 184

KNOW ALL MEN BY THESE PRESENTS, That JOHN KAY CHANDLER

hereinafter called the grantor, for the consideration hereinafter stated, to grant, sell, convey and assign, together with all and sundry, unto CHARLES B. HIGGINS and BONNIE L. COBLEY, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the said grantees and grantees' heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances therunto belonging in and pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 41, in Block 41 of Klamath Falls Forest Estates Highway 69 Unit, Plat No. according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

To Have and to Hold the same unto the said grantees and grantees' heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantees and grantees' heirs, successors and assigns that grantor is lawfully seised in fee simple of the above granted premises, free from all encumbrances.

Subject to assessments and rights of way of record and apparent on the land.

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whatsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$3,000.00

However, the actual consideration consists of or includes other property or value given or promised to the grantor in consideration (indicate effect). (The grantor agrees the grantees, their successors, heirs and assigns shall not be bound by any conditions, covenants or restrictions in this deed.)

In construing this deed and where the context so requires, the singular includes the plural, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.

In Witness Whereof, the grantor has executed this instrument this 2nd day of October, 1987, if a corporate grantor, it has caused its name to be signed and sealed by its officers, duly authorized therefor by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING THE TITLE TO PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

John Kay Chandler
John Kay Chandler

STATE OF OREGON, Co.

County of Wasco
October 2, 1987

STATE OF OREGON, County of

Personally appeared

Personally appeared the above named
John Kay Chandler

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be voluntary act and deed.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires



Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires



Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires

GRANTEE'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording, return to:

Charles B. Higgins
2003 Corning Hills Road
Corvallis, California 97334

NAME, ADDRESS, ZIP

There is change in return that all fee statements should be sent to the following address:

Charles B. Higgins
2003 Corning Hills Road
Corvallis, California 97334

NAME, ADDRESS, ZIP

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 14th day of October, 1987 at 11:10 o'clock A.M. and recorded in Book No. 10263 or as fee file instrument/microfilm/reception No. B0502 Record of Deeds of said county.

Witness my hand and seal of County of Klamath

Analya Basha, County Clerk

Deputy

Fee: \$10.00

80403

KNOW ALL MEN BY THESE PRESENTS, That
 STEVEN H. FRAZIER, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CHARLES B. HIGGINS AND BONNIE L. COBLEY, Husband and Wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the said grantees and grantor's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 42 in Block 41 of Klamath Falls Forest Estates Highway 66 Unit, Plat No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns, that grantor hereby covenants to, and with said grantees and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

Subject to easements and rights of way of record and apparent on the land and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 3,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 6th day of October, 1987, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF ~~NEVADA~~ NEVADA

County of CLARK

October 6, 1987

Personally appeared the above named

Steven H. Frazier

and acknowledged the foregoing instrument to be voluntary act and deed

(OFFICIAL SEAL)

Notary Public for Nevada

My commission expires: My Appointment Expires Apr. 26, 1988

STATE OF OREGON, County of

Personally appeared

who, being duly sworn,

doth for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the said affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in full of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 13th day of October, 1987

at 11:18 o'clock A.M. and recorded in book/real/volume No. 1857 on page 18564 or as fee/file/instrument/microfilm/reception No. 80403

Record of Deeds of said county

Witness my hand and seal of County of Klamath

Notary Public, County of Klamath

By *Thomas Smith* Deputy

Fee \$10.00

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Charles B. Higgins the 7th of Dec. A.D., 19 92 at 2:56 o'clock P.M., and duly recorded in Vol. 28941 of Deeds on Page 18564

Evelyn Biehn County Clerk
 By *David M. Muckelbauer*

FEE \$55.00