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MAC 30300-1NK

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SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between J.T. Kelly,
Zona Kelley Phillips, Vera Elsie Endicott, and Donald L. Kelly,

WHEREAS, the parties are brothers and sisters and
brothers and sisters of Virginia M. Schoenberg, who died
September 3, 1983; and

WHEREAS, disputes have arisen between the parties with
regard to the distribution of the estate of Virginia M. Schoenberg,
distribution of personal property of the mother of the parties
(also deceased), held by Virginia M. Schoenberg, and distribution
of personal property owned by Zona Kelley Phillips, and the
parties are desirous of resolving all of their disputes in
connection with these matters; therefore, in consideration of
the mutual covenants exchanged, the parties agree as follows:

(1) Litigation: J.T. Kelly, Zona Kelley Phillips, and Vera
Elsie Endicott agree to dismiss, with prejudice, Klamath County
Circuit Court Cases numbered 83-087PR and as to both Defendants
in Case No. 84-23CV. The parties agree that the dismissal shall
be without costs or attorney's fees to any party.

(2) Bank Accounts: Donald L. Kelly will cause to be paid
to Zona Kelley Phillips, one-half (1/2) of the actual daily balance
of the following accounts held at Klamath First Federal Savings &
Loan, Klamath Falls, Oregon: Account No. 7400859, Money Market
Account No. 2205354, and Savings Account No. 52239. It is agreed
that at the date of execution, the total balance in those accounts
shall not be less than \$61,221.02. After such payment of one-half
of the actual daily balance, the balance of the account shall be

1-Settlement Agreement

Return: A. K. K. 9001
132 East Broadway
Suite 747
Eugene, Oregon 97401

the sole property of Donald L. Kelly.

(3) Jewelry: Donald L. Kelly will deliver to Zona Kelley Phillips all of the jewelry contained in safe deposit box No. 984 at Klamath First Federal Savings & Loan, on September 3, 1983, which is represented to be two sets of rings and two pair of earrings, including the diamond pair.

(4) Real Property: The parties acknowledge that Zona Kelley Phillips has, as of the date of this agreement, an undivided two-fifths (2/5) interest in the real property described as Lot 7, Block 202, MILLS' SECOND ADDITION to the City of Klamath Falls, Oregon.

(5) Phillips' Personal Property: Donald L. Kelly shall deliver to Z ona Kelley Phillips, or her designee, the following personal property:

(a) A mahogany bedroom set, consisting of bed, chest of drawers, bench, springs and mattress;

(b) A collection of china tea cups and antique bone china, consisting of approximately 25 pieces;

(c) A rosary contained in a nutshell;

(d) A reproduction of the parties' mother's picture, which had been hanging in the Schoenberg house;

(e) Pictures of Zona Kelley Phillips, possessed by Virginia Schoenberg;

(6) Mother's Property: The following property of the parties' mother, previously possessed by Virginia Schoenberg, shall be delivered to J.T. Kelly, to be distributed according to the agreement of J.T. Kelly, Zona Kelley Phillips, and Vera Elsie Endicott:

2-Settlement Agreement

- (a) An 8-place setting of Rosepoint sterling silver;
- (b) A sewing machine and octagon sewing table;
- (c) A round dining table;

(d) A trunk containing family memorabilia, including family pictures, letters, a gold child's bracelet, baby clothes, retained childhood locks of the three girls' hair, hand-painted sugar and creamer, cut glass pitcher, a purse in the shape of a valentine, and a lavolier necklace.

(7) Sale of Real Property: The real property above-described as Lot 7, Block 202, MILLS' SECOND ADDITION to the City of Klamath Falls, Oregon, which upon execution of this agreement is owned in undivided shares, as follows:

- Two-fifths (2/5) Zona Kelley Phillips;
- Two-fifths (2/5) Donald L. Kelly;
- One-fifth (1/5) J.T. Kelly,

shall be sold. Each of the owners of an undivided share shall execute a power of attorney to A. Kenneth Gough, Attorney at Law, authorizing him to sell the property on such terms and conditions as he shall see fit, for the benefit of the parties as their interests shall appear. The property shall be listed for sale as soon as practicable following the execution of this agreement, and the execution of the above-described powers of attorney. The proceeds of the sale of the property shall be distributed to the parties as their interests appear above. In the event sale is by contract, in which the parties retain a security interest, payment shall be made through an escrow agent, and the net proceeds shall be payable to the parties as their interests appear above.

The parties shall be responsible, as their interests appear, for the proportionate payment of any costs of maintenance.

taxes, or the costs of sale.

(8) This is a complete and final settlement between the parties. Each party agrees that he or she shall make no further claim against the other with regard to the estate of Virginia M. Schoenberg, or her property, or the personal property of the mother of the parties.

A. Kenneth Gough
Zona Kelley Phillips, by
A. Kenneth Gough, Attorney

A. Kenneth Gough
Vera Elsie Endicott, by
A. Kenneth Gough, Attorney

J. T. Kelly
J. T. Kelly

Donald L. Kelly
Donald L. Kelly

Michael V. Phillips
Michael V. Phillips, of
Attorneys for Zona Kelley
Phillips, Vera Elsie Endicott,
and J. T. Kelly

A. Kenneth Gough
A. Kenneth Gough, of Attorneys
for Zona Kelley Phillips, Vera
Elsie Endicott, and J. T. Kelly

H. F. Smith
H. F. Smith, Attorney for
Donald L. Kelly

ADDENDUM

ELLEN MARTIN agrees that in consideration of the execution by Zona Kelley Phillips, J.T. Kelly and Vera Elsie Endicott of the settlement agreement attached hereto, that the dismissal of Klamath County Circuit Court Case No. 84-23CV with prejudice shall be without costs or attorney's fees to any party.

Ellen E. Martin
Ellen Martin

H.F. Smith
H.F. Smith
Attorney for Ellen Martin

Return:

A. Kenneth Gough
132 E. Broadway
Suite 747
Eugene Oregon 97401

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 20th day
of Aug. A.D., 19 93 at 3:36 o'clock P.M., and duly recorded in Vol. M93
of Deeds on Page 21003.

FEE \$50.00

Evelyn Biehn County Clerk

By Rosanne M. Mendenhall