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SETTLEMENT AGREEMENT AND RELEASE
IN FULL OF ALL CLAIMS

THIS AGREEMENT, entered into this 21 day of January, 1994, by and between RENEE' E. MADDOX (hereinafter referred to as "Maddox"), ABLE PROPERTY SERVICES, INC., an Oregon Corporation (hereinafter referred to as "Able"), MICHAEL BRACY, JAMES WOOD and TAMI BRUMFIELD (hereinafter referred to as "Co-Defendants").

RECITALS

WHEREAS, on the 1st day of July, 1991, Able and Maddox entered into two agreements, one being a Lease Agreement regarding certain real property owned by Maddox and located at 810 Doty Street (Lot 4, Block 6, Klamath First), Klamath Falls, Oregon (hereinafter referred to as the "Lease"), and the other being a Standard Option Contract encumbering the same real property (hereinafter referred to as the "Option"); and

WHEREAS, disputes and differences have arisen between the parties with respect to fulfillment of the obligations of one party to the other under the terms of the Lease and Option contracts; and

WHEREAS, As a result of such disputes and differences, Maddox has brought an action for damages in the Circuit Court of the State of Oregon, Klamath County, under Case No. 9302999CV, entitled Renee' Maddox v. Able Property Services, Inc., Michael Bracy, James Wood and Tami L. Brumfield, wherein Maddox seeks recovery from the defendants on claims of breach of contract,

unlawful trade practices (ORS 646.00 et seq), and Statutory Violation (ORS 696.015); and

WHEREAS, the parties nonetheless have negotiated concerning a settlement and now consider it appropriate to settle and compromise any and all claims Maddox has or might assert against Able and the Co-Defendants in the future;

NOW, THEREFORE, it is hereby agreed as follows:

1. Able agrees, by way of compromise and settlement of all of Maddox's claims against Able, past, present or future, known or unknown, to pay to Maddox the sum of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00).

2. Able further agrees, by way of compromise and settlement of all of Maddox's claims against Able, past, present or future, known or unknown, to enter into an agreement releasing all its right, title and interest in and to that certain Standard Option Contract entered into by and between the parties on the 1st day of July, 1991, a memorandum of which was recorded on July 10, 1991, at Volume M91, Page 13371, of the Microfilm Records of Klamath County, Oregon, and in and to the real property encumbered thereby. A copy of said Release of Option agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

3. In consideration of the above, and in further consideration of the execution of this release, Maddox hereby accepts said consideration as full and complete satisfaction of any and all claims, actions or suits Maddox may have, past,

present or future, known or unknown, arising out of the Lease and Option contracts, or from any and all claims of any nature whatsoever, whether known or unknown and whether or not ascertainable at the time of the execution of this agreement. Maddox further releases, acquits and forever discharges, Michael Bracy, James Wood and Tami L. Brumfield, as well as Able Property Services, Inc., and each of its individuals officers, employees, agents and insurers, and their successors, individually and collectively, of and from any and all such claims, actions or suits.

4. It is expressly understood and agreed that this settlement agreement and release is in full settlement and satisfaction of those claims and matters which Maddox has asserted against Able in the lawsuit being prosecuted by Maddox as Renee' Maddox v. Able Property Services, Inc., Michael Bracy, James Wood and Tami L. Brumfield, as set out above. Maddox further acknowledges and hereby covenants that such suit and any and all other claims whether filed with a court or administrative agency will be dismissed with prejudice and without costs, and that no such claim or suit, nor the testimony of Maddox, will be admitted into evidence, used as evidence or will be offered into evidence in any other proceeding brought by or on behalf of Maddox.

5. In consideration of the conditions herein stated, Able and the Co-Defendants release Maddox of and from any and all claims, actions or suits, known or unknown, which it may have

against Maddox now or in the future and this settlement agreement and release is in full settlement and satisfaction of any and all such claims of any nature whatsoever, whether known or unknown, and whether or not ascertainable at the time of the execution of this agreement.

6. Able, Maddox and the Co-Defendants hereby declare that they have carefully reviewed the terms of the foregoing settlement agreement and release, and know the contents hereof, that each has voluntarily accepted the terms set forth herein after consultation with their respective attorneys or governmental agents acting on their behalf or in their interest and that they sign the same as their own free act and will.

IN WITNESS WHEREOF, the parties have executed this mutual release on the date set opposite their signatures below.

ABLE PROPERTY SERVICE, INC., an
Oregon Corporation

Date: 1-31-94

By: *[Signature]*

Date: 1-31-94

[Signature]
Matthew T. Newman, Attorney for
Renee' E. Maddox

Date: 1-31-94

[Signature]
James Wood, Individually

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Parks & Ratliff the 2nd day
of Feb A.D., 19 94 at 9:16 o'clock A. M., and duly recorded in Vol. M94
of Deeds on Page 3712

FEB \$45.00

Evelyn Biehn County Clerk

By *[Signature]*