

28363

Vol. 1796 Page 35947

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) KENNETH W. FRIEZE, ESQ., SB#57055 FRIEZE & PAUL 9915 Grant Line Road Elk Grove, CA 95624 Telephone NO: (916) 685-9898		FOR COURT USE ONLY FILED JUL 2 1991 By <u><i>[Signature]</i></u> DEPUTY
ATTORNEY FOR (Name): Petitioner SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO		
STREET ADDRESS: 720 Ninth Street MAILING ADDRESS: Sacramento 95814 CITY AND ZIP CODE: BRANCH NAME:		
MARRIAGE OF PETITIONER: DELENA I. SCHMIDT RESPONDENT: ARDON O. SCHMIDT		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Status only <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Reserving jurisdiction over termination of marital status Date marital status ends: UPON ENTRY OF JUDGMENT		
CASE NUMBER: 883563		

1. This proceeding was heard as follows: ☒ default or uncontested ☐ by declaration under Civil Code, § 4511 ☐ contested
- a. Date: **July 2, 1991** Dept.: **11** Rm.:
 b. Judge (name): **PETER J. MCBRIEN** ☐ Temporary judge
 c. ☒ Petitioner present in court ☒ Attorney present in court (name): **Kenneth W. Frieze**
 d. ☐ Respondent present in court ☐ Attorney present in court (name):
 e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
2. The court acquired jurisdiction of the respondent on (date): **December 7, 1990**
☒ Respondent was served with process ☐ Respondent appeared
3. THE COURT ORDERS, GOOD CAUSE APPEARING:
 a. ☒ Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 (1) ☒ on the following date (specify): **UPON ENTRY OF JUDGMENT**
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation be entered.
 c. ☐ Judgment of nullity be entered and the parties are declared to be unmarried persons on the ground of (specify):
4. THE COURT FURTHER ORDERS:
 a. Jurisdiction is reserved to make other and further orders necessary to carry out this judgment.
 b. ☐ Wife's former name be restored (specify):
 c. ☐ This judgment shall be entered nunc pro tunc as of (date):
 d. ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
 e. Any payment for spousal or family support contained in this judgment shall terminate upon the death of the payee unless otherwise provided.
 f. ☒ Other (specify): **That a certain Marital Settlement Agreement document attached hereto entered into between the parties on June 10, 1991 and received into evidence is hereby approved by the Court and integrated herein.**

Date:

5. Number of pages attached: **Nineteen (19)**

JUDGE OF THE SUPERIOR COURT

☒ Signature follows last attachment

- NOTICE -

1. Please review your will, insurance policies, retirement benefit plans, and other matters you may want to change in view of the dissolution or annulment of your marriage. Ending your marriage may automatically change a disposition made by your will to your former spouse.
2. A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.
3. If you fail to pay any court-ordered child support, an assignment of your wages will be obtained without further notice to you.

MARITAL SETTLEMENT AGREEMENT

We, DELENA I. SCHMIDT, who is referred to in this Agreement as "wife" and ARDON O. SCHMIDT, who is referred to in this Agreement as "husband", have entered into this Marital Settlement Agreement.

We make this Agreement with reference to the following facts:

I

We were married on June 13, 1958, and ever since have been and are husband and wife.

II

We separated on November 1, 1990, which is thirty-two (32) years and four (4) months from the date of our marriage.

III

We have no minor children of our marriage.

Because unhappy differences have arisen between us, we have agreed, and now agree, to separate immediately and to live permanently apart hereafter. Proceedings for the dissolution of our marriage have been filed by wife, in the Superior Court of the County of Sacramento, Case No. 883563.

The purposes of this Agreement are to:

A. Settle forever and completely the interests and obligations of the parties in all property had between themselves, their heirs, and their assigns, whether held as community property or as separate property or in joint tenancy or otherwise.

1 B. Settle all rights to maintenance and support which
2 either party may now have or later acquire against the other for
3 herself or himself and all the children of the parties.

4 C. Liquidate and adjust all claims of any kind which
5 either party may now have or hereafter acquire against the other,
6 except as otherwise provided herein.

7 This Agreement contains the entire agreement of the
8 parties on the matters it covers and supercedes any previous
9 agreement made between the parties. No other agreement made by
10 either of us shall be binding unless it is in writing and signed
11 by both of us, or unless contained in order of a Court of compe-
12 tent jurisdiction.

13 Any reconciliation between us shall not cancel, terminate,
14 or modify the force or effect of any provision of this Agreement.

15 Each of us agrees, on the demand of the other, to execute
16 or deliver any instruments, furnish any information, or perform
17 any other acts reasonably necessary to carry out the provisions
18 of this Agreement without undue delay or expense. Either of us
19 who fails to comply with this paragraph shall reimburse the
20 other party for any expenses, including attorney's fees and Court
21 costs that have, as a result of this failure, become reasonably
22 necessary for carrying out this Agreement.

23 Wife has retained KENNETH W. FRIEZE, an attorney at law,
24 duly licensed to practice in the State of California, to advise
25 her in connection with this Agreement and the pending proceedings
26 for dissolution of marriage. Husband has retained RICHARD A.
27 GARY, attorney at law, duly licensed to practice in the State of
28 California, to advise him in connection with this Agreement and

1 the pending proceedings for dissolution of marriage.

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

6 If a Judgment of Dissolution of Marriage is obtained by
7 either party, the original of this Agreement shall be attached to
8 the stipulated or proposed Judgment, which shall state that the
9 Agreement is attached thereto and is incorporated as part of the
10 Judgment, for the purposes of being an operative part of the
11 Judgment. The parties agree that the Court shall be requested to
12 approve the Agreement as fair and equitable.

13 If either party brings an action or other proceeding to
14 enforce this Agreement or to enforce or modify any judgment or
15 orders made by a Court in connection with this Agreement or the
16 dissolution of the marriage of the parties, or to obtain a judg-
17 ment or order relating to or arising from the subject matter of
18 this Agreement, the prevailing party shall be entitled to reason-
19 able attorney's fees and other necessary costs from the other
20 party.

21 IN CONSIDERATION OF THE PROMISES AND ACTS CONTAINED HEREIN,
22 WE AGREE WITH EACH OTHER AS FOLLOWS:

23 1. WAIVER OF RIGHTS IN THE OTHER'S ESTATE: Each of us
24 waives and unconditionally renounces any and all right to inherit
25 the estate of the other at the other's death, or to receive any
26 property of the other under a Will executed before the effective
27 date of this Agreement, or to claim any family allowance or
28 probate homestead from the other's estate, or to act as executor

1 or other personal representative under a Will of the other
2 executed before the effective date of this Agreement, or to act
3 as administrator or as an administrator with the Will annexed of
4 the other's estate, except as a nominee of another person who
5 is legally entitled to make nomination for administrator.

6 2. SEPARATE PROPERTY ASSETS OF WIFE: We agree that wife
7 owns the following assets as her separate property, and husband
8 disclaims and waives all rights and interests in the assets,
9 except as otherwise expressly provided by this Agreement:

10 A. All personal effects, clothing and jewelry in
11 wife's possession.

12 B. All assets acquired post November 1, 1990.

13 3. SEPARATE PROPERTY ASSETS OF HUSBAND: We agree that
14 husband owns the following assets as his separate property, and
15 wife disclaims and waives all rights and interests in the assets,
16 except as otherwise expressly provided by this Agreement:

17 A. All personal effects, clothing and jewelry in
18 husband's possession.

19 B. All assets acquired post November 1, 1990.

20 4. DIVISION OF COMMUNITY PROPERTY ASSETS AND OBLIGATIONS:
21 The parties hereto have acquired certain personal property
22 and equity in certain real property. Neither party makes any
23 representation to the other as to the value of the
24 community property or with respect to any property. Each party
25 relies upon his or her own investigation and judgment with re-
26 spect to all property and/or matters herein contained.

27 Each party asserts that he or she has made full and fair
28 disclosure of all of the real and personal property of any nature

1 whatsoever belonging in any way to each of them, and of all
2 debts and encumbrances incurred in any manner whatsoever by each
3 of them. Such disclosures are part of the consideration made by
4 each party for entering into this Agreement.

5 We agree that the community property assets and obligations
6 of the parties shall be divided into shares of substantially
7 equal value as follows:

8 A. Household Furniture and Furnishings: Unless otherwise
9 stated to the contrary in this section of the Agreement, husband
10 and wife have previously divided household furniture and furni-
11 shings to their mutual satisfaction.

12 B. Motor Vehicles: Husband hereby assigns to wife all
13 of his right, title and interest in the following motor vehicle:
14 1984 Dodge, California License Number 1JHC974.

15 Wife hereby assigns to husband all of her right, title and
16 interest in the following motor vehicle: 1988 Honda Accord,
17 California License Number 2DNW000.

18 C. Stock Securities: Husband hereby assigns to wife all
19 of his property right, title and interest in securities evidenc-
20 ing stock ownership in Coast Savings Financial Incorporated.

21 D. Unsecured Notes: Husband hereby assigns to wife all
22 of his property right, title and interest in the following
23 unsecured Church Builders Note issued by The General Council
24 of the Assemblies of God (Church Builders Plan) on February 27,
25 1980 in Note Number CB 29-420 with an invested value of \$1,000.00
26 and a maturity value of \$1,426.00. Said aforementioned instru-
27 ment was issued to ARDON SCHMIDT.

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1 Wife hereby assigns to husband all of her property right,
2 title and interest in the following unsecured Church Builders
3 Note issued by The General Council of the Assemblies of God
4 (Church Builders Plan) on March 18, 1980 in Note Number CB 29-453
5 with an invested value of \$1,000.00 and a maturity value of
6 \$1,426.00. Said aforementioned instrument was issued to ARDON
7 SCHMIDT.

8 E. Checking/Savings/Credit Union Accounts: Unless other-
9 wise stated to the contrary in this section of the Agreement,
10 wife and husband have previously divided said accounts to their
11 mutual satisfaction.

12 Wife and husband agree to equally divide within ten days
13 after the execution of this Agreement certain IRA funds
14 sequestered in the Pentagon Federal Credit Union in account
15 numbers 0000-1040244-32-7, 0001-0118833-31-7, and 0002-0118833-
16 31-6.

17 F. Family Residence: Husband and wife agree that the
18 family residence located at 2626 Stoughton Way, Sacramento,
19 Sacramento County, California 95827, and more specifically
20 described as follows:

21 Lot 64, as shown on the "Plat of Sheffield",
22 recorded in Book 169 of Maps, Map No. 9, records
23 of Said County
24 APN; 075-0730-035

25
26 shall be disposed of in the manner set forth below:

27 (1) The parties agree that husband shall have
28 exclusive interim occupancy of the residence until the

1 occurrence of the earliest of the following:

- 2 (a) The remarriage of husband.
3 (b) Husband moves from or abandons the residence.
4 (c) Sale of the residence by mutual agreement of
5 the parties.
6 (d) Husband's retirement from the United States
7 Military.
8 (e) August 1, 1992.

9 (2) On the first of any of the above-described events
10 to occur, the parties or their representatives shall list forth-
11 with the family residence with a mutually agreed upon real
12 estate broker for purposes of marketing.

13 (3) Until the family residence is sold pursuant to
14 this section of the Agreement, husband shall tender all requisite
15 monthly mortgage/encumbrance installment payments and shall
16 liquidate all property taxes and assessments against the subject
17 real property. In the event husband omits in his duty afore-
18 mentioned, wife shall have the right to tender payments directly
19 and shall be entitled to reimbursement from husband for the
20 full amount of said defrayments from the proceeds from the sale
21 of the subject residence. Husband shall not be entitled to
22 a reimbursement credit of any kind or nature for reduction of
23 the principal mortgage encumbrances.

24 (4) Husband shall maintain in force a policy of
25 insurance with both husband and wife as named insureds of a type and
26 an amount sufficient to protect the parties against loss by
27 fire or other casualty and loss by virtue of liability to
28 third persons resulting from titular ownership of the family

1 residence. In the event that husband fails to maintain such
2 insurance in force, wife shall have the right to secure an
3 appropriate policy and shall be entitled to reimbursement from
4 husband on the full amount of costs of said policy from the pro-
5 ceeds of the sale of the family residence. Wife shall be
6 entitled to documentation from husband verifying compliance with
7 this provision of the Agreement.

8 (5) During the term of husband's occupancy of the
9 family residence, husband shall maintain the premises and
10 property in good repair and shall be solely responsible for
11 all expenses, whether minor or major, associated with maintaining
12 the premises and yard in a livable and clean condition.

13 (6) In the event of the sale of the family residence,
14 its condemnation, or its total destruction, proceeds therefrom
15 shall be allocated in the following order and manner:

16 (a) Extinguishment of all escrow charges, real
17 estate commissions, title insurance, prepayment penalties (if any)
18 and other normal/associated expenses of marketing.

19 (b) Extinguishment of balances due on encumbrances
20 and other liens of record, to wit: Cityfed Mortgage Company
21 (loan number 368166-5) and Norma L. Schmidt aka Norma Harn (second
22 deed of trust with Farmers/Merchants Bank of Central California
23 as the collecting agent). Husband shall comply with subsection
24 (3) and is responsible for all payments due through close of
25 escrow.

26 (c) Wife shall be reimbursed for non-contributions
27 by husband for mortgage (lien) expenditures and insurance
28 coverage.

1 (d) All remaining net proceeds are to be equally
2 divided between the parties herein.

3 (7) Husband and wife request that the Court retain
4 jurisdiction over and in regards to the disposition and/or status
5 of the family residence and to make such other and further
6 orders as may be required, including, but not limited to, naming
7 a broker, terms of sale and sale price for the residence, and
8 the need and liability for improvements and repairs thereon and
9 insurance coverage if the parties do not agree on said issues.

10 (8) Husband and wife shall alter/modify the current
11 title characterization of joint tenancy to a title characteriz-
12 ation of tenants in common per an interspousal transfer deed.
13 Each party shall have an undivided one-half interest. Execution
14 of the aforementioned interspousal transfer deed shall be con-
15 current with the execution of this Agreement. Said deed shall
16 then be duly recorded with the Office of the Sacramento County
17 Recorder in Sacramento County, California.

18 G. Unimproved Property in State of Oregon: Husband hereby
19 agrees to transfer and assign to wife as her sole and separate
20 property all of his right, title and interest in and to certain
21 unimproved real property located in the County of Klamath, State
22 of Oregon and more specifically described as follows:

23 Lot 3 in Block 23 of Klamath Falls Forest Estates
24 Highway 66 Unit, Plat No. 1, Klamath County,
25 Oregon.
Code 36 Map 3711-2800 TL 3000.

26 H. Carson City Real Property: Wife hereby agrees to transfer
27 and assign to husband as his sole and separate property all of
28 her right, title and interest in a community undivided six

1 percent (6%) interest in and to certain real property located
2 at 1630 East Long, Carson City, Nevada, more specifically
3 described as unknown to either party.

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1 I. Military Retirement Benefits: Husband and wife concur
2 that husband is a member of the United States Armed Forces
3 (Department of the Army). Husband's identification number is
4 557-42-0437. The parties hereto agree and stipulate that the
5 division of this asset or the interest thereto shall be governed
6 pursuant to the Uniformed Services Former Spouses Protection
7 Act (USFPA) as amended or its successor statutes as articulated,
8 defined and interpreted by the laws of the State of California.
9 The parties herein stipulate and agree that the community
10 military retirement benefits shall be allocated, divided and
11 treated as follows:

12 (1) The community interest in the Military
13 Retirement Benefits of ARDON O. SCHMIDT (identification number
14 557-42-0437) will be awarded one-half (1/2) to each party hereto.
15 The community interest in each benefit payment will be that
16 fraction, the numerator of which is the number of months when
17 husband commenced service with the United States Armed Services
18 to the date of separation between husband and wife which is
19 delineated hereto as November 1, 1990, and the denominator of
20 which is the number of months of husband's total service, multi-
21 plied by the amount of each benefit payment. Any remaining
22 interest will be confirmed to husband as his separate property.
23 The intent hereto is to insure that wife obtains a pro rata
24 share of the retirement benefits predicated on the proportion
25 of years of marriage and actual number of years of duty. The
26 Court in this dissolution action will reserve jurisdiction to
27 make such orders relating to the retirement benefits that are
28 necessary to carry out the intent and effect of this paragraph.

1 It is further agreed by the parties hereto that
2 the plan administrator of the retirement benefits shall pay each
3 party's respective share of the retirement benefits directly
4 to that party. However, if during any periods the plan cannot
5 be required and will not agree to make such payment of wife's
6 share in full directly to wife, husband will timely make such
7 payments to the extent the plan does not do so, to wife. Husband
8 will hold as trustee for wife any sums husband receives from
9 the plan that he is required to pay to wife.

10 (2) Husband agrees and is specifically ordered
11 hereto to elect the applicable Survivor Benefit Plan coverage
12 and designate wife hereto as a beneficiary of said coverage/
13 plan benefit. Husband shall not perform any act or activity
14 that would adversely affect or harm the right/benefits of wife
15 to obtain/retain the Survivor Benefit Plan coverage. Wife shall
16 be solely responsible for all annuity costs associated with
17 this coverage program. The election hereto or the benefits
18 bestowed herein shall not be modified or altered by husband
19 without notice to wife and upon further order of the Court.
20 The Court shall retain jurisdiction to insure compliance with
21 this provision.

22 (3) Husband will not make any election or take
23 any other action that may adversely affect wife's rights with
24 respect to the benefits under the Military Retirement Plan
25 without the prior written consent of wife or specific author-
26 ization by prior Court order on noticed motion. Husband will
27 notify the plan administrator that any such election or action
28 requires prior written consent or Court order, instruct the

1 plan administrator to notify wife of any such election or
2 action, and obtain and deliver to wife acknowledgment by the
3 plan administrator or receipt of the notification and instruction.

4 (4) Husband will provide at least 60 days' prior
5 written notice, certified mail, return receipt requested, to
6 wife of his intention to retire. Husband will notify the plan
7 administrator of the requirement of prior written notice,
8 instruct the plan administrator to notify wife of husband's notice
9 to the plan of his intention to retire, and obtain and deliver
10 to wife written acknowledgment by the plan administrator of
11 receipt of the notification instruction.

12 (5) Nothing hereto precludes wife upon noticed
13 motion from returning to Court and soliciting the Court to
14 award to her the just, equitable and legal share of new benefits,
15 whether they be cost of living adjustments or otherwise, that
16 may accrue from a change in state/federal law or as applicable
17 to military retirement benefits in general. Wife by this
18 Agreement is not waiving or relinquishing any future rights she
19 may have to additional benefits that as a former spouse she may
20 be entitled to.

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1 (6) This accord respecting and pertaining to
2 military retirement benefits is predicated on the jurisdictional
3 ability of the Courts of the State of California to award and
4 govern the same under the current Uniformed Services Former
5 Spouses Protection Act as constituted on this date. If future
6 legislation or case law diminishes, forfeits or otherwise
7 specifically impacts the right of wife to the benefits delineated
8 herein, the Court shall reserve jurisdiction to insure that
9 wife's right to equal division of community property under the
10 laws of the State of California is not defeated, relinquished,
11 omitted, or otherwise waived.

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1 J. Obligations: Both parties hereto agree and stipulate
2 that the community property obligation of the parties shall be
3 divided as follows:

4 (1) Husband and wife acknowledge herein that their
5 community obligations have been divided to their mutual satis-
6 faction. The parties understand that although a debt or
7 obligation may be assigned to one party as part of distribution
8 of property and if that party does not pay the debt or obligation,
9 the creditor may be able to collect from the other party. If
10 that occurs, the defaulting party shall indemnify the other party
11 for all sums including, but not limited to, attorney's fees and
12 costs, incurred by that party in paying the defaulting party's
13 obligation. The Court reserves jurisdiction to hear the issue
14 of indemnification on motion by either party and to make such
15 other and further orders as may be necessary in that regard.

16 (2) Unless otherwise stated to the contrary in this
17 sub-section, husband and wife agree that he or she will be
18 responsible for any and all indebtedness incurred by them
19 respectively after November 1, 1990. Husband and wife hereto
20 agree that each will indemnify and hold harmless the other
21 from any and all claims, demands, actions, liabilities or losses
22 arising from their respective indebtedness incurred subsequent
23 to November 1, 1990.

24 (3) Unless otherwise stated to the contrary in this
25 sub-section, each party agrees to assume all encumbrances and
26 liens from all properties transferred to him or to her pursuant
27 to Paragraph 4 hereto. Each party agrees to indemnify and hold
28 harmless the other party from any and all claims or liabilities

1 that the other parties may suffer or be required to pay on
2 account of such encumbrances or liens.

3 (4) Unless otherwise provided for herein, husband
4 shall pay the following obligations: Thrifty Credit Service
5 Account Number 118833-75-5. Husband shall indemnify and hold
6 harmless wife from any and all claims, demands, actions, liabil-
7 ity or loss arising from the above-mentioned debts.

8 K. Unequal Division: The parties hereto have set a value
9 to the property and obligations and without the aid or an
10 appraiser or upon the advise of counsel. Therefore, the parties
11 hereto state that this division as described/delineated consti-
12 tutes an equal division of their community property assets and
13 obligations to the best of their knowledge and belief. Further,
14 the parties hereto have not intended or accomplished a sale by
15 reason of this division.

16 L. Undiscovered Property and/or Obligations: Husband and
17 wife hereby warrant that neither is possessed of any community
18 property of any kind whatsoever nor has either incurred any
19 community obligations, other than the property and obligations
20 specifically listed hereinabove. If it is later discovered that
21 either party had possession or control of, or had disposed of by
22 gift or conveyance, an undisclosed beneficial interest in any
23 community property, such party shall pay to the other at the
24 other's election either the fair market value of the warrantee's
25 interest on the date of this stipulated Agreement or on the date
26 the warrantor's ownership is discovered by the warrantee, or on
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1 the date the gift was made. If it is later discovered that a
2 community obligation existed and which neither party was cogni-
3 zant, or should have been cognizant of, the parties shall share
4 the same equally. If a party has incurred an obligation not
5 delineated in this stipulated Agreement said party agrees to
6 indemnify and hold the other harmless from any claim, action
7 or proceeding that may be brought against said party and will at
8 his or her sole expense defend the other against any such claim
9 or demand, or the threat thereof, whether or not well-founded
10 together with reasonable attorney's fees and costs in connection
11 with any defense therein. This stipulated Agreement shall not
12 impair the availability of other legal remedies and the Court
13 reserves jurisdiction to make such other and further orders as
14 may be necessary to carry out the terms and conditions of this
15 stipulated Agreement regarding undiscovered community property
16 and/or community obligations.

17 5. SPOUSAL SUPPORT AND MAINTENANCE

18 The parties hereto agree to the following provisions
19 respecting spousal support and maintenance:

20 A. Husband intelligently and knowingly agrees to waive
21 all rights and claims to receive any property or money for his
22 maintenance and support from wife at any time.

23 B. As to wife, husband agrees to pay to wife as and for
24 her support and maintenance the sum of One Thousand Dollars
25 (\$1,000.00) per month payable on the First (1st) day of each
26 month commencing July 1, 1991 and continuing thereafter on the
27 same day of each succeeding month until the re-marriage of wife,
28 death of either party, or upon further order of Court.

1 If wife should co-habitate with an unrelated adult male,
2 support to wife shall be reduced by the amount of one-half (1/2).

3 6. SUCCESSORS AND ASSIGNS: This stipulated Agreement, except
4 as otherwise provided herein, shall be binding on, and shall
5 inure to the benefit of the respective legatees, devisees, heirs,
6 executors, administrators, assigns and successors in interest of
7 the parties.

8 7. MODIFICATION OR REVOCATION: This stipulated Agreement
9 shall not be modified or revoked, except by instrument in writing
10 executed by the parties herein or by an order of Court.

11 8. STIPULATION AND WAIVERS: Parties hereto agree and
12 stipulate that the pending dissolution action may be tried as
13 an uncontested matter; and, each party hereto respectively waives
14 his/her rights to notice of trial, findings of fact and conclu-
15 sions of law, to a statement of decision, motion for a new trial
16 and a right to appeal.

17 Each party to this stipulated Agreement acknowledges and
18 and declares that he or she respectively:

19 A. Is fully and completely informed as to the facts
20 relating to the subject matter in this Agreement and as to the
21 rights and liabilities of both parties.

22 B. Voluntarily enters into this Agreement free from any
23 fraud, undue influence, or coercion or duress of any kind.

24 C. Has given careful and mature thought to the making
25 of this agreement.

26 D. Has carefully read each provision of this Agreement.

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1 E. Fully and completely understands each provision of
2 this agreement.

3 We execute this Agreement, consisting of 19 pages, in-
4 cluding this page, on June 10, 1991 and make it effective on
5 the date of execution by both parties.

6
7 DATED: 6-10-91

Ardon O. Schmidt
ARDON O. SCHMIDT
Husband

8
9
10 DATED: June 10, 1991

Deleena I. Schmidt
DELEENA I. SCHMIDT
Wife

11
12 Approved as conforming to the agreement of the parties:

13
14 DATED: 6-10-91

Richard A. Gary
RICHARD A. GARY
Attorney for Husband

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17 DATED: June 10, 1991

Kenneth W. Frieze
KENNETH W. FRIEZE
Attorney for Wife

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19
20 IT IS SO ORDERED, ADJUDGED AND DECREED:

21
22 DATED: 7-2-91

Peter J. McBrien
JUDGE OF THE SUPERIOR COURT
PETER J. MCBRIEN

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25 The annexed instrument is a correct copy of
the original on file in my office.

26 Attest:
27 Certified:

OCT 25 1996

28 Sacramento Superior and Municipal Courts in and
for the County of Sacramento, State of California
Deputy Clerk



-19-

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Kenneth W. Frieze the 15th day
of November A.D., 19 96 at 2:04 o'clock P.M., and duly recorded in Vol. M96
of Deeds on Page 35947

FEE \$125.00

Bernetha G. Letsch, County Clerk

By Richard A. Gary