

NO

1999 JUN 17 AM 11:05

Vol M99 Page 23859



LIEN RECORD ABSTRACT

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Record of said County.

Witness my hand and seal of County affixed.

SPACE RESERVED
FOR
RECORDER'S USE

Food Industries Credit Union

3030 Gateway Loop

Springfield, OR 97477

Judgment Creditor's Name and Address

Janell K. Smith & Dale V. Smith, Jointly
& Severally, 143 East Rosewood Avenue
Eugene, OR 97401

Judgment Debtor's Name and Address

After recording, return to (Name, Address, Zip):

Jaqua & Wheatley, P.C.

825 East Park Street

Eugene, OR 97401

NAME

TITLE

By _____, Deputy.

The undersigned states:

A. Creditor/Prevailing Party Information:

The creditor/prevailing party is Food Industries Credit Union whose address is 3030 Gateway Loop, Springfield, Oregon 97477 under judgment, decree, order or petition entered on May 3, 1999, in the ☐ District ☒ Circuit Court for Lane County, State of Oregon under Case No. 16-97-06019

The creditor's attorney is Jaqua & Wheatley, P.C. whose address is 825 East Park Street, Eugene, Oregon 97401, Telephone (541) 686-8485

B. Debtor/Losing Party Information:

The debtor/losing party is Janell K. Smith & Dale V. Smith, Jointly & Severally, whose address, if known, is 143 East Rosewood Avenue, Eugene, Oregon 97401 and whose Social Security number, if known, is _____

C. Judgment Information:

The amount of the judgment is \$ 380,000.00, of which \$ 81,659.27 has been satisfied.The amount of the costs is \$ -0-The amount of attorney fees, if any, is \$ -0-

D. The real or personal property to be affected is (check appropriate box):

☒ All real property of the debtor/losing party, now or hereafter acquired, in Klamath County County as provided under ORS 18.320 and Oregon Laws 1997, Chapter 746, Section 39, including

☒ The following described real or personal property of debtor (legal description as set forth or on attached exhibit):

Lot 19, Block 2, Riverview, in the County of Klamath, State of Oregon,
commonly known as: 1901 Laurel Street, Klamath Falls, Oregon.

IN WITNESS WHEREOF, the undersigned person(s) executed this abstract on June 14, 1999

R. Curtis Conover
Attorney for FICU

Plaintiff and Judgment Creditor

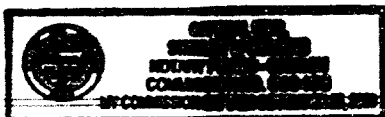
STATE OF OREGON, County of Lane ss.This instrument was acknowledged before me on June 14, 1999by R. Curtis Conover

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Notary Public for Oregon

My commission expires 12/25/00

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10 IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

11 FOOD INDUSTRIES CREDIT UNION, an
12 Oregon corporation,

Case No. 16-97-06019

13 Plaintiff,

PLAINTIFF'S LIEN CERTIFICATE FILED
PURSUANT TO ORS 18.350(4)

14 vs.

15 JANELL K. SMITH and DALE V. SMITH,

16 Defendants.

17 The below-named Judgment Creditor is filing this lien certificate pursuant to
18 ORS 18.350(4) to claim a lien for the balance owing on the below-described judgment on
19 all real property of the below-named Judgment Debtors in the county where the
20 judgment is entered, and in all other counties where a copy of this Lien Certificate and
21 a Lien Record Abstract is recorded in the County Clerk Lien Record:

- 22 1. COURT WHERE JUDGMENT IS ENTERED: Lane County Circuit Court
23 2. CASE NUMBER: 16-97-06019
24 3. DATE OF ENTRY OF JUDGMENT IN COURT REGISTER: May 3, 1999

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4. NAMES OF ALL JUDGMENT DEBTORS AND AMOUNT OF JUDGMENT AGAINST EACH:

<u>Judgment Debtors</u>	<u>Amount</u>
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Janell Kay Smith and Dale V. Smith, Jointly and Severally	\$380,000
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5. NAMES AND ADDRESSES OF ALL JUDGMENT CREDITORS:

<u>Judgment Creditor</u>	<u>Address</u>
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Food Industries Credit Union	3030 Gateway Loop Springfield, OR 97477
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6. NAMES AND ADDRESSES OF ALL ATTORNEYS FOR THE JUDGMENT CREDITORS:

<u>Attorney</u>	<u>Address</u>
Jaqua & Wheatley, P.C.	825 East Park Street Eugene, OR 97401

7. ADDITIONAL INFORMATION IF AVAILABLE (Not Required):

A. JUDGMENT DEBTOR INFORMATION (For Each Judgment Debtor):

Name: Janell Kay Smith
Last Known Address: 143 East Rosewood Avenue
Eugene, Oregon

Judgment Debtor's Attorney: J. Pat Horton,

Name: Dale V. Smith
Last Known Address: 143 East Rosewood Avenue
Eugene, Oregon

Judgment Debtor's Attorney: Donald J. Churnside

8. DATED this 25th day of May, 1999.

JAQUA & WHEATLEY, P.C.



William G. Wheatley, OSB No. 59106
R. Curtis Conover, OSB No. 88183

AC: FICU/PLD Lien Cert 5/25/99

23862

FILED
AT 7:20 O'CLOCK P.M.
APR 20 1999

Circuit Clerk for Lane County Oregon
BY *[Signature]* DEPUTY

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

FOOD INDUSTRIES CREDIT UNION, an
Oregon corporation,

Case No. 16-97-06019 *65*

STIPULATED JUDGMENT

Plaintiff,

vs.

JANELL K. SMITH and DALE V. SMITH,

Defendants.

BASED UPON THE STIPULATION OF THE PARTIES hereto, as indicated in the Settlement Agreement attached to this Judgment as Exhibit I and incorporated by this reference herein, by and through their attorneys of record, that the parties have fully settled their differences herein; and it appearing to the Court that there is no just reason for delay and that entry of judgment is appropriate.

NOW, IT IS ORDERED AND ADJUDGED that judgment be entered in favor of plaintiff and against defendants, jointly and severally, in the sum of \$380,000, subject to the Settlement Agreement attached hereto and pursuant to the Money Judgment set forth below.

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MONEY JUDGMENT

Creditor: Food Industries Credit Union

Attorney: Jaqua & Wheatley, P.C.

Debtors: Janell Kay Smith and Dale V. Smith, Jointly and Severally

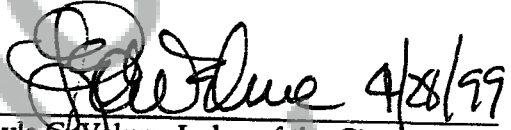
Type of Judgment: Stipulated Judgment

Amount of Judgment: \$380,000

Interest: Simple

Rate of Interest: Seven (7%) percent per annum from date of Judgment until paid

Costs & Disbursements: No costs or disbursements will be awarded to any party


Lyle C. Velure, Judge of the Circuit Court

SUBMITTED BY AND STIPULATED TO:

JAQUA & WHEATLEY, P.C.

By 

William G. Wheatley, OSB No. 59106
R. Curtis Conover, OSB No. 88183
Of Attorneys for Plaintiff

By 

Donald J. Churnside, OSB No. 79187
Of Attorneys for Defendant, Dale V. Smith

By  for J. Pat Horton 4-27-99

J. Pat Horton, OSB No. 67052
Cynthia L. Phillips, OSB No. 80341
Of Attorneys for Defendant, Janell K. Smith

AC: FICU/PLD Sup Judg 3/4/99

SETTLEMENT AGREEMENT

Based upon the agreement of the parties, a settlement has been reached in the case of Food Industries Credit Union v. Janell K. Smith and Dale V. Smith, Lane County Circuit Court, Case No. 16-97-06019. The terms of this settlement are agreed upon as follows:

1) The parties have agreed to settle this case in the sum of \$380,000 to be paid by the defendants, Janell K. Smith and Dale V. Smith to the plaintiff, Food Industries Credit Union. A Stipulated Judgment in the amount of \$380,000 will be entered in favor of Food Industries Credit Union and against the defendants, Dale V. Smith and Janell K. Smith, jointly and severally. Interest will accrue as to any unpaid balance of the Judgment at the rate of seven (7%) percent per annum as of the date that the Judgment is entered.

Except as set forth below, it is agreed that the entire balance due on the Judgment, plus interest, will be paid in full on or before July 15, 1999. Plaintiff agrees and covenants not to execute on the Judgment until July 15, 1999, so long as the defendants comply with all of the terms of this Settlement Agreement.

2) As partial satisfaction of the Judgment, the sum of approximately \$65,000 which is currently held in two escrow accounts by Western Pioneer Title Company will be transferred to the plaintiff immediately upon signing this Agreement. Upon payment of this sum to plaintiff, the parties will execute a partial satisfaction of judgment to the extent of funds actually received by plaintiff.

3) As partial satisfaction of the Judgment, the funds on deposit in Defendant Janell K. Smith's retirement and deferred compensation accounts at Food

Industries Credit Union or its insurers, will be transferred to the plaintiff immediately upon signing this Agreement. The proceeds from these accounts, less any income taxes and penalties for early withdrawal, will be applied toward the Judgment, and the parties will execute a partial satisfaction of judgment to the extent of funds actually received by plaintiff. Plaintiff will also provide defendants with an accounting of monies applied from this account.

4) All real properties owned by either defendant, including the properties located at: 1) 427 - 52nd Place, Springfield, Oregon; 2) 1901 Laurel Street, Klamath Falls, Oregon; 3) 3535 Banner Street, Eugene, Oregon; 4) 3555 Banner Street, Eugene, Oregon; and 5) 143 East Rosewood Avenue, Eugene, Oregon, shall be fully liened and encumbered by the Stipulated Judgment.

The defendants will list these properties immediately for sale and the net proceeds of such sales will be applied toward partial satisfaction of the Judgment. It is agreed that neither Janell Smith nor Dale Smith will receive any funds or benefit from the sale of these properties, and that all net proceeds from such sales shall be placed immediately into an interest-bearing escrow account established by the defendants for the benefit of the plaintiff and in partial satisfaction of the Judgment. Upon the agreement of the parties, plaintiff will execute and deliver releases of the liens created by the Judgment to allow the property sales to close. If agreed upon by the parties, the defendants may transfer all rights, title and interest in the properties directly to the plaintiff for purposes of partially satisfying the Judgment.

5) There is an annuity currently held by International Gaming Technology (IGT) in the name of Dale Smith in which there remain eighteen (18) annual payments, each in the amount of approximately \$32,800. It is agreed that

Dale Smith will take all necessary steps with IGT to obtain a lump sum payment of the annuity on July 1, 1999.

It is further agreed that neither Dale nor Janell Smith will collect any further payments from the annuity unless and until the Judgment is paid in full. Any and all payments from the annuity will be transferred directly by IGT to an interest-bearing escrow account for the benefit of the plaintiff and in partial satisfaction of the Judgment. The parties will notify IGT to withhold income taxes due on the annuity and forward them directly to the taxing authority prior to depositing the proceeds into the escrow account.

The annuity will be released by IGT to the escrow account by July 15, 1999, and will be applied directly toward the satisfaction of the Judgment. Proceeds of the annuity will not be paid to either Dale or Janell Smith, except to the extent that the amounts exceed the remaining balance due under the Judgment. If an additional short period of time is necessary for IGT to transfer the funds in the annuity to the escrow account, the defendants may petition the Court for an extension of time necessary to fully satisfy the Judgment.

6) The parties agree that Circuit Judge Lyle Velure may represent to the Federal Court in the case of *The United States of America v. Janell Smith* that a settlement has been reached in this case and restitution satisfactory to plaintiff has been made.

7) Lane County Circuit Court Judge Lyle Velure will maintain post-judgment jurisdiction over this case to assure that the defendants fully comply with this Settlement Agreement.

8) Payment of this Judgment will act as a full satisfaction of all claims against the defendants and their two children, Branden Smith and Michelle Bailey,

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as to all acts alleged in the Complaint. Further, the parties agree to release each other and Food Industries Credit Union's insurers, for any and all claims, demands, causes of action, expenses and attorneys fees, in which they ever had or have, now, or in the future, arising from or relating in any way to Janell Smith's employment with plaintiff.

Janell K Smith
Janell K. Smith

Dale V Smith
Dale V. Smith

APPROVED AS TO FORM:
JAQUA & WHEATLEY, P.C.

By William G. Wheatley
William G. Wheatley, OSB No. 59106
R. Curtis Conover, OSB No. 88183
Of Attorneys for Plaintiff

By: Donald J. Churnside
Donald J. Churnside, OSB No. 79187
Of Attorneys for Defendant
Dale V. Smith

By Brian R Barnes for J. Pat Horton 4.27.99
J. Pat Horton, OSB No. 67052
Cynthia L. Phillips, OSB No. 80341
Of Attorneys for Defendant, Janell K. Smith

AC: FICU/PLD Settle Agree 3/8/99

53865

23868

The undersigned, Clerk of the County of Klamath, Oregon, do hereby certify that the foregoing is a true and correct copy of the original document filed in my office, and that the same is a true and correct copy of the original document filed in my office, and that the same is a true and correct copy of the original document filed in my office.

[Faint, illegible text]

Unofficial Copy

State of Oregon, County of Klamath
Recorded 6/17/99, at 11:05 a. m.
In Vol. M99 Page 23859

Linda Smith,
County Clerk Fee \$ 45 RR

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL DOCUMENT CONSISTING OF
PAGES, WHICH IS FILED IN
THIS OFFICE AND OF WHICH I AM THE
LEGAL CUSTODIAN.
Dated 6/14/99
By [Signature]
Circuit Court
Lane County, Oregon