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BOOK 43 PAGE 265

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(ENDORSED)
FILED
SOUTH SAN FRANCISCO BRANCH
FEB 1 - 1978
MARVIN CHURCH, County Clerk
By KAZUHO KODAKARI
DEPUTY CLERK

ROSS, HACKETT & SEGALL
ATTORNEYS AT LAW
600 EL CAMINO REAL
P. O. BOX 278
SAN BRUNO, CALIF. 94066
588-0367

SAUL N. ROSS
GORDON W. HACKETT
JOHN B. SEGALL

MARK M. CHURCH

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SAN MATEO

In the Matter of the Estate of) No. 57149
CARLO J. MAGORIA, alias,)
Deceased.) ORDER SETTLING FIRST AND FINAL
ACCOUNT AND REPORT OF EXECUTRIX
AND DECREE OF FINAL DISTRIBUTION

CLEORA C. MAGORIA, as Executrix of the Last Will and Testament
of CARLO J. MAGORIA, alias, deceased, having heretofore filed her
First and Final Account and Report and Petition for Final Distri-
bution and for Extraordinary Attorneys' Fee, and the account and
report and petition coming on regularly this day for hearing, the
Court finds:

That due notice of the hearing of the petition has been
regularly given by law. That all of the allegations of said
account and petition are true and correct. That notice to creditors
of said estate has been duly given; that within thirty (30) days
after the completion of the publication of such notice, and on
December 1, 1975, an affidavit showing due publication of such

Return to WEN4F

1 notice was filed with the Clerk in the manner and form required by
2 law; that the time for presenting or filing claims has expired;
3 that all claims against the estate have been paid; that the in-
4 heritance tax due has been paid and receipts therefor are on file
5 herein; that no personal property tax was due; that Federal and
6 State income tax returns have been filed for the estate and the
7 taxes due thereunder have been paid; that the estate has filed a
8 Federal Estate Tax return, and the amount due thereunder has been
9 paid; that the tax returns have not yet been audited, and any
10 deficiencies should be charged to the Trust Estate of the trust
11 created by decedent's Will; and that the estate is now in a con-
12 dition to be closed.

13 The Court further finds that all of the property owned by
14 the decedent at the time of his death was the community property
15 of decedent and his spouse; that under the Will of decedent, the
16 family residence, furniture, automobiles and other personal prop-
17 erty were left to the spouse; the decedent confirmed to his
18 spouse her one-half interest in their community property, with a
19 right of selection of community property; and the rest, residue
20 and remainder of the estate is to be distributed to the spouse,
21 CLEORA C. MAGORIA, and CARLA A. SMITH, decedent's daughter, in
22 trust, subject to the terms of the trust provided for in decedent's
23 Will admitted to probate herein.

24 The Court further finds that the Executrix is accountable for
25 a total inventory of \$564,523, and that after adjustment of said
26 amount for gains in value of stock and real property over appraised

values, income received and disbursements made on behalf of the estate, and after deduction of attorneys' fees and the share of decedent's assets to be distributed to the wife pursuant to his Will, that is, his interest in the home, automobile and furniture, there remains to be distributed to the trust assets of a value of \$390,642.

The Court further finds that the statutory attorneys' fee payable to ROSS, HACKETT & SEGALL, attorneys for the estate, is the sum of \$10,424.00; that said attorneys have performed extraordinary services for said estate and are entitled to an extraordinary fee in the sum of \$1,300.00; and that said attorneys further are entitled to reimbursement for costs expended and to be expended in connection with the estate in the sum of \$248.00.

The Court further finds that the Executrix has waived her fee for services as such Executrix.

The Court further finds that there will be additional income accruing to the estate after the effective date of the accounting, namely, October 31, 1977, and prior to distribution herein, which income is attributable to the community interests of the decedent and the surviving spouse, and any such additional income should be distributed as follows: One-half (1/2) to CLEORA C. MAGORIA and CARLA A. SMITH, as Co-Trustees, and one-half (1/2) to CLEORA C. MAGORIA, spouse.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the First and Final Account and Report of said Executrix is hereby approved, confirmed, allowed and settled.

1 IT IS FURTHER ORDERED that the Executrix pay to ROSS, HACKETT &
2 SEGALL, attorneys for said estate, statutory attorneys' fee in the
3 sum of \$10,424.00, extraordinary fee in the sum of \$1,300.00, and
4 the further sum of \$248.00 as reimbursement for costs expended and
5 to be expended in the estate, a total to said attorneys of
6 \$11,972.00.

7 IT IS FURTHER ORDERED that the following property be distributed
8 to CLEORA C. MAGORIA, pursuant to decedent's Will:

9 Real property situate in the City of San Bruno, County
10 of San Mateo, State of California, described as follows:

11 Lots 31 and 32, Block 12A, as designated on the map
12 entitled "MAP OF THE SECOND ADDITION TO HUNTINGTON
13 PARK SAN MATEO COUNTY, CALIFORNIA", which map was filed
14 in the office of the Recorder of the County of San
15 Mateo, State of California on October 21, 1907 in
16 Book 5 of Maps at page 37.

17 (Commonly known as 578 Cedar, San Bruno, California.)

18 Household furniture and furnishings

19 1971 Buick La Sabre.

20 IT IS FURTHER ORDERED that the following community assets,
21 which comprise one-half (1/2) of the total value of all of the
22 community property, be distributed to CLEORA C. MAGORIA:

23 1. Stocks and bonds:

24 5 shares Art Rattan Co. of California common
25 256 shares Bankamerica Corporation common
26 50 shares California Jockey Club common
2,500 shares Cyrogenics Enterprises, Ltd.
225 shares Pacific Gas & Electric Co. common
8 shares Transcontinental Gas Pipeline Corp. common
34 shares Western Bancorporation common
268 shares Bankamerica common
220 shares Crocker Citizens National Bank common

- 1 146 shares C.S.E. Corporation common
- 2 31 shares First Golden Bancorporation common
- 3 126 shares First Savings & Loan common
- 4 25 shares Mark Systems, Inc. common
- 5 7 shares Microform Data Systems, Inc. common
- 6 500 shares Montgomery St. Income Securities, Inc. common
- 7 200 shares Niagara Mohawk Power Corporation common
- 8 565 shares Pacific Gas & Electric Co. common
- 9 400 shares Pacific Petroleum, Ltd., common
- 10 267 shares Pacific Gas Transmission Co. common
- 11 596 shares Pacific Power and Light Company common
- 12 436 shares Pacific Telephone and Telegraph Co. common
- 13 500 shares Portland General Electric Co. common
- 14 4 shares Purex Corporation, Ltd., common
- 15 9 shares Quantor Corporation common
- 16 100 shares Santa Fe Industries, Inc. common
- 17 95 shares Securities Pacific Corporation common
- 18 52 shares Societe Aquitaine of Canada, Ltd.
- 19 1,800 shares Sierra Pacific Power Co. common
- 20 240 shares Sierra Pacific Power Co. preferred
- 21 80 shares Source Capitol, Inc.
- 22 500 shares Southern Pacific Company
- 23 300 shares Winter Park Telephone Co.
- 24 2 - \$5,000 Placer County Water Agency Zone #1 1975
- 25 Water Bonds, dated 4/1/75, due 4/1/87, 7.50%
- 26 4 - \$5,000 Placer County Water Agency Zone #1, 1975
- Water Bonds, due 4/1/86, 7.75%
- 2 - \$5,000 State of California, Water Resources
- Development Bond Act, Series P, dated 6/1/70,
- due 6/1/2018, 5%
- 2 - \$5,000 Revenue Bond of the Port Commission of
- San Francisco, Series B, due 7/1/2001, 5.50%
- 2 - \$5,000 Fresno State College Student Union Revenue
- Bond, Series A, due 7/1/96, 6.7%
- 4 - \$5,000 City of Long Beach, Los Angeles County
- Civic Center Authority, 5.90%, due 9/1/2000
- 2 - \$5,000 Redevelopment Agency of the City of San
- Jose, Park Center Project, Tax Allocation Bond,
- Series of 1970, due 10/1/2000, 6.75%
- 1 - \$5,000 City of Long Beach, 1970 Harbor Revenue
- Bond, Series A, 7%, due 5/15/91
- 5 - \$5,000 San Francisco Airport Improvement
- Corporation Bond, Second Issue of 1970, Series A
- 8.50%, due 11/1/2009
- 23 A one-half interest in 2,000 shares Cyrogenics Enterprises,
- Ltd.
- 24
- 25 //
- 26 //

2. Promissory notes:

Promissory note dated 10/1/74, face amount \$173,626.00, made by Brusan Corporation, payable to Carlo J. Magoria, 8% interest, payable in monthly installments of \$1,879.50 per month principal and interest, payments commencing 11/1/74.

Promissory note dated 4/23/74, face amount \$2,995, payable by John and Marjorie Van Meter to John & Karen Borg, secured by Deed of Trust dated 4/23/74, recorded 4/30/74, Vol. 6603, Page 155, San Mateo County Records. Assigned to decedent and spouse.

Promissory note dated 5/7/73, face amount \$5,300, payable by Kanagaratnam and Umathevy Jeyarasasigam to decedent and spouse, as joint tenants, 10% interest, secured by Deed of Trust dated 5/7/73, recorded 6/15/73, Vol. 6413, Page 269, San Mateo County Records.

Promissory note dated 10/16/69, face amount \$3,328.77, payable by Graham and LaVera McMullan to Arthur and Norma Ercoli, 10% interest, secured by Deed of Trust dated 10/16/69, recorded 10/17/69, Book B374, Page 808, San Francisco County Records. Assigned to decedent and spouse.

Promissory note dated 7/27/73, face amount \$4,700, payable by Charles and Susan Scroggins to C. Norman Broga, Jr., 10% interest, secured by Deed of Trust dated 7/27/73, recorded 8/6/73, Vol. 6445, Page 280, San Mateo County Records. Assigned to decedent and spouse.

Promissory note dated 11/28/73, face amount \$3,575.00, payable by Larry E. and Ilse R. Phillips to James F. Henry, 10% interest, secured by Deed of Trust dated 11/28/73, recorded 11/30/73, Book B831, Page 4, San Francisco County Records. Assigned to decedent and spouse.

Promissory note dated 4/29/75, face amount \$4,250.00, payable by Harold and Alison Fast to William Stuart Nasmith, 10% interest, secured by Deed of Trust dated 4/29/75, recorded 5/2/75, Vol. 6833, Page 707, San Mateo County Records. Assigned to decedent and spouse.

Promissory note dated 6/16/70, face amount \$2,600, payable by Harry N. Davis to decedent and spouse, as joint tenants, 10% interest, secured by Deed of Trust dated 6/16/70, recorded 3/16/71, Vol. 5910, Page 228, San Mateo County Records.

One-half (1/2) interest in promissory note dated 11/12/65, face amount \$2,500, payable by Hugh and Evelyn Jones to

1 Jack and Julia Peterson, 10% interest, secured by Deed of
2 Trust dated 11/22/65, Book A989, Page 382, San Francisco
County Records. Assigned to decedent and John Schaukowitch.

3 Promissory note dated 4/14/72, face amount \$2,334.48, payable
4 by Dolores Pou to Doris Roybal, 10% interest, secured by
Deed of Trust dated 4/14/72, recorded 4/14/72, Vol. 6129,
5 Page 45, San Mateo County Records. Assigned to decedent
and spouse.

6 Promissory note dated 8/9/73, face amount \$2,450, payable
7 by Maile Tafuna, Melesete Tafuna and S. Moli Tafuna to
Charles and Elma Parke, 10% interest, secured by Deed of
8 Trust dated 8/9/73, recorded 8/15/73, Vol. 6451, Page 177,
San Mateo County Records. Assigned to decedent and spouse.

9 A one-third (1/3) interest in promissory note dated
10 8/26/75, face amount \$30,000, payable by Jerrold
Kaplan and H. Carolyn Kaplan to decedent, W. Weiss and
11 M. Crowley, 10% interest.

12 IT IS FURTHER ORDERED that the following community assets be
13 distributed to CLEORA C. MAGORIA and CARLA A. SMITH, as Trustees,
14 to be held in trust by said Co-Trustees subject to the provisions
15 of decedent's Will as set forth in Paragraph NINTH, as set forth
16 below:

17 1. Real property:

18 A two-sevenths (2/7) interest in that parcel of land
19 in the City of Concord, County of Contra Costa, State
of California, described as follows:

20 Lots 29 and 30, Block 30, Map of Concord, filed
21 March 26, 1891, Map Book F, page 127, Contra Costa
County Records.

22 (Commonly known as 1967 Market Street, Concord, Calif.)

23 A two-sevenths (2/7) interest in that parcel of land in
24 the Township of Pleasanton, County of Alameda, State of
California, described as follows:

25 Beginning at the southeastern terminus of that certain
26 course and distance designated as north 36° 36' 51" west

48.07 feet in the deed to the State of California recorded October 1, 1964 on Reel 1327 OR, Image 66, Alameda County Records; thence along the boundary line of the parcel of land described in said deed (Reel 1327 OR, Image 66); the six following courses and distances; north 36° 36' 51" west 48.07 feet; north 32° 48' 00" west 234.43 feet; northwesterly on the arc of a tangent curve to the right with a radius of 164.00 feet; through a central angle of 16° 27' 40" a distance of 47.12 feet; northwesterly and northeasterly on the arc of a compound curve to the right with a radius of 34.00 feet, through a central angle of 87° 44' 57" a distance of 52.07 feet; southeasterly on the arc of a compound curve to the right with a radius of 72.00 feet through a central angle of 75° 47' 23" a distance of 95.24 feet and south 32° 48' 00" east 136.01 feet; thence south 1° 12' 40" west 176.64 feet to the point of beginning

Excepting therefrom that portion of the premises described in the deed to County of Alameda, a political subdivision of the State of California, recorded May 14, 1969, Reel 2402 OR, Image 255, Series No. 53808.

(Commonly known as 6500 Scarlett Court, Dublin, Calif.

2. Partnership interests:

33.33% partnership interest in Elcam, a partnership
18.33% partnership interest in Story-King Investment Co., a partnership
13-1/3% partnership interest in Ogden Investment Co., a partnership
8.33% partnership interest in Julian Investment Co., a partnership
9.375% partnership interest in 931 W. San Bruno Avenue, a partnership
25% partnership interest in Harmax Co., a partnership
25% partnership interest in Carner Co., a partnership
15% partnership interest in Petcarner Co., a partnership
7.69% partnership interest in Billmart Investment Co., a partnership
8% partnership interest in Morgold Investment Co., a partnership

3. Cash in the sum of \$29,392.00.

1 The Trustees shall pay, in regular installments not less
2 frequently than quarterly, so much of the net income of the Trust
3 Estate as the Trustees, in their discretion, shall deem necessary
4 for the care, support, maintenance, illness, accident, hospitaliza-
5 tion or other emergency of the beneficiaries of the trust, namely,
6 CLEORA C. MAGORIA, RICHARD L. MAGORIA and CARLA A. SMITH, so as to
7 provide CLEORA C. MAGORIA with the same standard of living that
8 she enjoyed at the time of decedent's death, taking into con-
9 sideration other income available to the said CLEORA C. MAGORIA,
10 and to the extent that any income from the trust is not necessary
11 to so provide for CLEORA C. MAGORIA, then such income shall be
12 disbursed to CARLA A. SMITH and RICHARD L. MAGORIA. In the event
13 that there is insufficient net income to provide for CLEORA C.
14 MAGORIA, then in the event of an emergency, such as illness, acci-
15 dent, hospitalization or similar event, the Trustee, other than
16 CLEORA C. MAGORIA, shall have discretion to invade the principal
17 of the trust for said purposes. In the event that either CARLA A.
18 SMITH or RICHARD L. MAGORIA predecease CLEORA C. MAGORIA, the
19 Trustees may, during the lifetime of CLEORA C. MAGORIA, make
20 expenditures to, for or on behalf of the issue of CARLA A. SMITH
21 or RICHARD L. MAGORIA.

22 Upon the death of CLEORA C. MAGORIA, the Trustee shall have
23 discretion to pay the costs of last illness, funeral and burial of
24 CLEORA C. MAGORIA; thereupon BANK OF AMERICA NATIONAL TRUST AND
25 SAVINGS ASSOCIATION shall be Co-Trustee with CARLA A. SMITH, and
26 said Co-Trustees shall divide all the rest, residue and remainder

of the Trust Estate into two (2) equal shares, one to be designated as the "CARLA A. SMITH TRUST" and the other equal share to be designated as the "RICHARD L. MAGORIA TRUST".

The CARLA A. SMITH TRUST shall be governed by the following terms and conditions: The Trustees shall pay to, for or on behalf of CARLA A. SMITH all of the net income of said trust in regular installments not less frequently than quarterly; in addition, the Trustees shall have sole and absolute discretion to distribute portions of the principal to the beneficiary when the same is necessary to provide for some emergency need, such as hospitalization, illness or injury; said trust shall terminate upon CARLA A. SMITH attaining her forty-fifth (45th) birthday, at which time all of the undistributed net income and principal shall be distributed to her, free and clear of the trust. The Trustee shall have discretion to pay the costs of last illness, funeral and burial in the event CARLA A. SMITH dies prior to attaining her forty-fifth (45th) birthday. If CARLA S. SMITH dies prior to distribution to her of her full distributive share, then said trust shall be maintained for the lawful surviving issue of CARLA A. SMITH by right of representation, with BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION as sole Trustee, said trust to be for the support, maintenance, education, including college education, of said issue, and said trust shall continue until there is no child of CARLA A. SMITH living who is under the age of twenty-one (21). Any net income not distributed for the benefit of such issue shall be accumulated and added to principal. The Trustee may pay more

1 to or apply more for some beneficiaries than others, and may make
2 payments to or applications of benefits for one or more bene-
3 ficiaries to the exclusion of others. Any payment or application
4 of benefits pursuant hereto shall be charged against the trust as
5 a whole, rather than against the ultimate distributive share of the
6 beneficiary as to whom or for whose benefit the payment is made.
7 In the event of the death of any of the issue of CARLA A. SMITH
8 prior to distribution to such beneficiary of his or her full dis-
9 tributive share, the Trustee, in its discretion, may pay costs of
10 last illness, funeral and burial. Said Trust Estate shall be dis-
11 tributed, in equal shares, among the lawful surviving issue by
12 right of representation of CARLA A. SMITH when there is no child
13 of CARLA A. SMITH living under the age of twenty-one (21).

14 The RICHARD L. MAGORIA TRUST shall be governed by the following
15 terms and conditions: The Trustees of the RICHARD L. MAGORIA
16 TRUST shall be CARLA A. SMITH and BANK OF AMERICA NATIONAL TRUST
17 AND SAVINGS ASSOCIATION, and in the event CARLA A. SMITH is for
18 any reason unable to act as such Trustee, the BANK OF AMERICA
19 NATIONAL TRUST AND SAVINGS ASSOCIATION shall act as sole Trustee.
20 The Trustees shall pay to or expend for or on behalf of RICHARD L.
21 MAGORIA all of the net income of the trust in regular installments
22 not less frequently than quarterly; in addition, the Trustees, in
23 their sole and absolute discretion, may pay so much of the prin-
24 cipal as may be necessary to provide for the care, maintenance,
25 support, accident, illness, injury, hospitalization or other
26 emergency of said beneficiary. Furthermore, the Trustees shall

1 have discretion to disburse portions of the principal to said
2 beneficiary for such worthwhile purposes as the purchase of a home,
3 the purchase of or investment in a business, travel for the bene-
4 ficiary and his family which he would not otherwise be able to
5 afford, and occasional indulgence in the finer things of life
6 which he would not otherwise be able to enjoy, without, however,
7 dissipating or wasting the Trust Estate. This trust shall
8 terminate upon his death, at which time the Trustees shall have
9 discretion to pay the costs of last illness and funeral, and all
10 the rest, residue and remainder of the RICHARD L. MAGORIA TRUST
11 shall be distributed to the lawful surviving issue by right of
12 representation of said RICHARD L. MAGORIA, provided, however,
13 that if any of said issue has not attained the age of twenty-one
14 (21), then the entire residue of said Trust Estate shall be re-
15 tained, in trust, for the benefit of such issue, and the Trustees
16 shall be authorized to pay to, for or on behalf of such issue so
17 much of the net income and principal as may be necessary to provide
18 for the care, support, maintenance and education, including college
19 education, of said beneficiaries. Any net income not distributed
20 for the benefit of such issue shall be accumulated and added to
21 principal. The Trustees may pay more to or apply more for some
22 beneficiaries than others, and may make payments to or applications
23 of benefits for one or more beneficiaries to the exclusion of
24 others. Any payment or application of benefits pursuant hereto
25 shall be charged against the trust as a whole, rather than against
26 the ultimate distributive share of the beneficiary as to whom or

1 for whose benefit the payment is made. In the event of the death
2 of any beneficiary hereunder prior to distribution to such bene-
3 ficiary of his or her full distributive share, the Trustees, in
4 their discretion, may pay costs of last illness, funeral and
5 burial. The said Trust Estate shall be distributed, in equal
6 shares, among the lawful surviving issue by right of representa-
7 tion of RICHARD L. MAGORIA when there is no child of RICHARD L.
8 MAGORIA living under the age of twenty-one (21).

9 The Trustees shall have all powers given to Trustees by Cali-
10 fornia law, and in addition, the following powers, which apply to
11 all trusts created under decedent's Will: To continue to hold any
12 property, and to operate at the risk of the Trust Estate any
13 business received or acquired under the trust by the Trustees as
14 long as the Trustees shall deem advisable. To manage, control,
15 grant options on, sell (for cash or on deferred payments), convey,
16 exchange, partition, divide, improve, and repair trust property.
17 To lease trust property for terms within or beyond the term of the
18 trust and for any purpose, including exploration for and removal
19 of gas, oil, and other minerals; and to enter into community oil
20 leases, pooling, and unitization agreements. To borrow money, and
21 to encumber or hypothecate trust property by mortgage, deed of
22 trust, pledge, or otherwise. To carry, at the expense of the
23 trust, insurance of such kinds and in such amounts as the Trustees
24 shall deem advisable to protect the Trust Estate and the Trustees
25 against any hazard. To commence or defend such litigation with
26 respect to the trust or any property of the Trust Estate as the

1 Trustees may deem advisable, at the expense of the trust. To
2 compromise or otherwise adjust any claims or litigation against or
3 in favor of the trust. To invest and reinvest the Trust Estate in
4 every kind of property, real, personal, or mixed, and every kind
5 of investment, specifically including, but not by way of limitati-
6 on, corporate obligations of every kind, stocks, preferred or
7 common, shares of investment trusts, investment companies, and
8 mutual funds, and mortgage participations, which men of prudence,
9 discretion and intelligence acquire for their own account, and any
10 common trust fund administered by any Trustee hereunder. With
11 respect to securities held in the trust, to have all the rights,
12 powers and privileges of an owner, including, but not by way of
13 limitation, the power to vote, give proxies, and pay assessments;
14 to participate in voting trusts, pooling agreements, foreclosures,
15 reorganizations, consolidations, mergers, liquidations, sales and
16 leases, and incident to such participation to deposit securities
17 with and transfer title to any protective or other committee on
18 such terms as the Trustees may deem advisable; and to exercise or
19 sell stock subscriptions or conversion rights. Except as otherwise
20 specifically provided in this Will, the Trustees shall have the
21 power, exercisable in the Trustees' discretion, to determine what
22 is principal or income of the Trust Estate and to apportion and
23 allocate receipts and expenses and other charges between these
24 accounts, including also the power to charge in whole or in part
25 against principal, or to amortize out of or charge forthwith to
26 income, premiums paid on the purchase of bonds or other obligations

1 Except insofar as the Trustees shall exercise this discretion, and
2 except as otherwise provided hereunder, matters relating to
3 principal and income shall be governed by the provisions of the
4 California Principal and Income Law from time to time existing.
5 In any case in which the Trustees are required, pursuant to the
6 provisions of the trust, to divide any trust property into parts
7 or shares for the purpose of distribution, or otherwise, the
8 Trustees are authorized, in the Trustees' absolute discretion, to
9 make the division and distribution in kind, including undivided
10 interests in any property, or partly in kind and partly in money,
11 and for this purpose, to make such sales of the trust property as
12 the Trustees may deem necessary on such terms and conditions as
13 the Trustees shall see fit. The Trustees shall have power to sell
14 or purchase property, and to borrow money from the Trustees. Any
15 borrowings may be made with or without security, and at such
16 reasonable interest as my Personal Representative and Trustees
17 determine proper.

18 The Trustees, in the Trustees' discretion, may make payments
19 to a minor or other beneficiary under disability by making pay-
20 ments to the guardian of his person, or to any suitable person
21 with whom he resides, or the Trustees may apply payments directly
22 for the beneficiary's benefit. The Trustees, in the Trustees'
23 discretion, may make payments directly to a minor, if, in the
24 Trustees' judgment, he is of sufficient age and maturith to spend
25 the money properly.

26 There need be no physical segregation or division of the

1 various trusts except as segregation or division may be required
2 by the termination of any of the trusts, but the Trustees shall
3 keep separate accounts for the different undivided interests.

4 The net income derived from said Trust Estate and the prin-
5 cipal are intended for the sole and individual use and enjoyment
6 of the beneficiaries of the trusts, and the said beneficiaries
7 shall not, in any event, sell, assign, transfer, convey, pledge,
8 hypothecate, impair or otherwise encumber their interest under
9 the trusts, nor shall the principal of the Trust Estate, or any
10 part thereof, nor any portion or all of the net income derived
11 therefrom, be liable for any debt or obligation of said bene-
12 ficiaries of the trusts, nor subject to any judgment rendered
13 against them, nor to the process of any Court in aid of any
14 judgment so rendered.

15 No bond is required of any individual named as Trustee under
16 decedent's will.

17 So long as CLEORA C. MAGORIA is living and acting as
18 Trustee under decedent's will, she may manage as a unit, if she
19 so elects, her share of community property, together with the
20 share forming the Trust Estate, and shall have a right to all
21 of the income attributable to her share of the jointly managed
22 property, and may at any time withdraw her share of the principal.

23 If CLEORA C. MAGORIA at any time does not act as Trustee
24 under the will, she may contribute her share of community assets
25 to be managed by the Trustee under the will, and the Trustee shall
26 account to her for the income attributable to the share of

1 property contributed by CLEORA C. MAGORIA, who shall have a right
2 to withdraw the share contributed by her at any time, and dispose
3 of same by Will.

4 IT IS FURTHER ORDERED that any property belonging to said
5 estate not now known or hereafter discovered be distributed as
6 follows: One-half (1/2) to the Co-Trustees, CLEORA C. MAGORIA
7 ad CARLA A. SMITH, subject to the provisions of the trust contained
8 herein, and one-half (1/2) to the surviving spouse, CLEORA C.
9 MAGORIA.

10 IT IS FURTHER ORDERED that any income accruing to the estate
11 after the effective date of the accounting of the Executrix, namely,
12 October 31, 1977, and prior to the date of distribution, should be
13 distributed as follows: One-half (1/2) to the Co-Trustees,
14 CLEORA C. MAGORIA and CARLA A. SMITH, subject to the provisions of
15 the trust contained herein, and one-half (1/2) to the surviving
16 spouse, CLEORA C. MAGORIA.

17 IT IS FURTHER ORDERED that any deficiency of taxes which may
18 be found due upon audit shall be charged to the Trust Estate.

19 The Executrix and CLEORA C. MAGORIA, individually, are
20 authorized and directed to execute all documents necessary to
21 effectuate the distribution herein ordered.

22 DATED: FEB 1 - 1978

23
24 GERALD E. RAGAN

25 Judge of the Superior Court
26

BOOK 43 PAGE 282

RECEIVED
CLERK OF SUPERIOR COURT
COUNTY OF SAN MATEO

1951 DEC 11 AM 9:47

Rec. 2700
Ind. 100
2800

Thomas A. Lawrence
CLERK OF SUPERIOR COURT



STATE OF CALIFORNIA
COUNTY OF SAN MATEO } ss.
I, MARVIN CHURCH, County Clerk of the above entitled
County, and ex-officio Clerk of the Superior Court thereof,
do hereby certify that the foregoing is a full, true and
correct copy of the original on file in my office, and
that I have carefully compared the same with the original.
Witness my hand and seal of said Superior Court
this 6 day of *December*, 1951.
MARVIN CHURCH
County Clerk and Ex-Officio Clerk, Superior Court
By *J. W. MacKinnon*
Deputy Clerk