

# RICHARD SPEIGHT, PC

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August 6, 2003

Trustees of the Janette Kent Trust  
5530 NE 122<sup>nd</sup> Str. #406  
Portland, Oregon 97230

Trustees of the Janette Kent Business Trust  
624 North 300 West  
Salt Lake City, Utah 84103

RE: Title of subject Properties vesting in Trustees of Janette Kent Trust and  
Trustees of Janette Kent Business Trust

Dear Janette Kent and John Salter, Trustees:

You are listed as Tenants in common with Milton O. Brown on the following properties:

5.65 Acres and house at 719 Marine Drive  
The Sandwood Apartments located at 6150-6155 SW King,  
Bearverton, Oregon  
Tri City Mobile Home Park located at 19575 SE River Rd., Gladstone, Oregon  
Sunset Square Shopping Center located at 301 NW Murray Road,  
Portland, Oregon.  
The Kings Manor Apartments Located at 7911 SE King Rd. Milwaukie, Oregon.  
.93 Acres and house at 14890 SW Edy Rd., Sherwood, Oregon  
house at 7908 SE Glencoe, Milwaukie, Oregon  
.real property at 82<sup>nd</sup> & Liebe, Portland, Oregon  
The Gervais real property at the Brooks Keizer exit off of I-5  
The real property at the I-5 and Turner exit  
60. Acres of real property in Sherwood, Oregon, Industrial Zoned  
3.1 Acres and house in Sherwood, Oregon  
110 Acres at Ridgefield Estates located at 279<sup>th</sup> Street and 10<sup>th</sup> Ave. in  
Ridgefield, Wash.  
real property at 1223 NE 73rd, in Portland, Oregon

and **the following** corporations:

The Prindle Mountain Quarry Corp.  
Oregon-Washington Lumber Corp.  
The Tri-County Industrial Park, Inc.

You have asked me for my opinion regarding your status as Tenants in Common and rights as a Tenant in Common. After having already spent months researching the evidence, the facts and the issues, I have concluded the following:

The Decree in *Kent v. Brune* Multnomah County Case no. A8601-00570 and CA A48711 adjudicated the issue of the contract to make a will in favor of Ms. Kent and imposed a constructive trust over the assets of the Kettleberg estate. The title issues were resolved in Janette Kent's favor, and are binding upon all parties and recognized by Title Insurance Companies. Subsequent Orders in other courts or cases inconsistent with the Final Decree are not valid (and therefore irrelevant) according to the provisions in the Final Decree itself and by the very legal definition of a Final Decree.

Carolyn Brune as Personal Representative and Norman Lindstedt as successor thereby became constructive trustees who have a duty to faithfully safeguard the estate assets for the beneficiary.

In addition to granting all title issues in Janette Kent's favor on May 23, 1988 and affirmed in 1989, the courts also granted Kent possession by specifically ordering "Personal Representative" Brune (and her privy Mr; Brown) to "turn over the assets of the estate as of May 23, 1985 forthwith to plaintiff (Kent) in accordance with the contract" Mr. Brown is bound by the doctrine of privity and by ORS 111.005 (19) to the terms of the Decree which binds Brune and the estate. Instead, in December of 1988, Personal Representative Brune recorded deeds to Brown which are outside the chain of title in an effort to fraudulently convey the estate assets to B~ .in violation of the preclusive Judgments of the circuit court and the court of appeals. This is obviously inconsistent with the preclusive Judgments.

The courts granted Kent Specific Performance upholding the Contract to Make a Will between Don Kettleberg and Janette Kent which Kent and Kettleberg had entered into in 1973.

The preclusive Judgments, The Final Decree Granting Specific Performance, and the imposition of the Constructive Trust transferred title to Kent in accordance with Oregon law. See *Patton on Title, Section 279 "Transfer of Title by Decree of Court"*. When "Personal Representative" Brune and her privies, including Brown, failed to turn over the estate assets as of May 23, 1985, ORCP 78A acts to become self-executing which renders the Decree the equivalent of a conveyance.

Therefore, title (and technically possession) had already been transferred to Kent when Brune later filed her fraudulent "lawsuit" against Brown et al which was later amended by successor Personal Representative Norman Lindstedt and "settled" amongst themselves in probate court. Also see *Partlow v. Clark 295 Or. 778 (1983)*

However, neither Brune nor Lindstedt could give title to Brown pursuant to their "settlement" of their "lawsuit" because the title had already passed to Ms. Kent. The only thing left for probate to do was to pay the creditors, not to attempt to relitigate title which it lacks the subject matter jurisdiction to do, is barred from doing because of res judicata and is bound by the Final Decree including the Constructive Trust imposed over the entire estate of Kettleberg in Ms. Kent's favor as the sole beneficiary.

Ms. Kent was not a party to the lawsuit or the settlement of the lawsuit, Nor was Ms. Kent a party to "the probate" proceedings where the lawsuit was settled. Judge Johnson in probate repeatedly stated that Ms. Kent was not a party to the probate. That is because Ms. Kent did not appear in her capacity as the sole beneficiary of the Constructive Trust in probate or in any other court following the preclusive case.

Therefore, even if Judge Johnson's orders had been valid, they could not bind Ms. Kent in her capacity as the sole beneficiary of the Constructive Trust. Anyone aware of the Constructive Trust,

including judges, has a duty to uphold the Constructive Trust

In August of 1992. Ms. Kent conveyed title to the Janette Kent Trust (JK Trust) who thereafter became the real party in interest. In August of 2002, the trustees of the JK Trust conveyed the Oregon properties to the Janette Kent Business Trust (JK Business Trust) who then became the real party in interest.

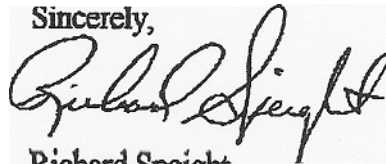
There is no case or judgment which reverses, rescinds, or overturns the Decree, Affirmance, or Appellate Judgment already entered in favor of JANETTE KENT in case no. A8601-00570 and CA A48711. The preclusive Judgments are res judicata and there is now no court which has jurisdiction to overturn the preclusive Judgments. Ms. Kent's attorneys and the constructive trustees should have advised her that the Final Decree transferred title to Ms. Kent and thereby the conveyance to the JK Trust had already been finalized

The Special Warranty Deeds from Janette Kent to the Janette Kent Trust have been recorded with the county recorders for over ten years. Mr. Brown has constructive knowledge of that fact and has not objected, apparently because he knows the deeds are based upon the preclusive Final Decree which transferred title to Kent, and Kent thereafter conveyed to the JK Trust. The JK Trust then conveyed the Oregon assets to the JK Business Trusts. Any objections now are precluded due to the ten year statute of limitations in accordance with ORS 12.05.

I am writing this letter following much research. There is no question that the Janette Kent Trust and/or the Janette Kent Business Trust now own all of the assets previously belonging to Janette Kent which had previously belonged to Mr. Kettleberg as of May 23, 1985. The trustees of the JK Trust and the JK Business Trust have a duty to the beneficiaries to exercise their rights as tenants in common, as a result of the imposition of the constructive trust

Ms. Kent's original title and possession claims are valid. The Trustees possess the lawful authority to enforce the legal rights of owners of interests in the real and personal properties. The Trustees rely upon the preclusive Judgments of the courts ( Final Decree and Per Curiam Appellate Affirmance and Appellate Judgment which adjudicated the title to Kettleberg's entire estate to Ms. Kent and the deeds from Ms. Kent to the JK Trust and the deeds from the JK Trust to the JK Business Trust.

As Tenants in Common in the above properties the Trusts have a conveyable, transferable, saleable, and inheritable interest in the properties listed above, and they also have a right to their share of the profits derived from those properties.

Sincerely,  
  
Richard Speight