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THIS TRUST INDENTURE, Made this 29th day of December, 1958, between LeRoy Gienger and Elvina Gienger, husband and wife, hereinafter called the Donors, and LeRoy Gienger, Jr., and Nina Gienger, hereinafter called the Trustees,

W I T N E S S E T H:

WHEREAS, the Donors desire to establish a trust upon the conditions and for the uses and purposes hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Donors have conveyed, granted, assigned and delivered to the Trustees the property specifically set forth in Schedule "A" hereunto appended, receipt of which property the Trustees hereby acknowledge. TO HAVE AND TO HOLD IN TRUST NEVERTHELESS, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter set forth:

ARTICLE FIRST:

(1) To pay all or such part of the net income to the Donors' granddaughter, Nita Ilene Gienger, until she attains the age of 21 years, as, in the discretion of the trustees seems advisable;

(2) To pay out or apply all or such part of the net income for the benefit of the said Nita Ilene Gienger, until she attains the age of 21 years, as, in the discretion of the trustees seems advisable;

(3) To accumulate, and add to principal and invest as a part thereof, all or such part of the net income until the said Nita Ilene Gienger attains the age of 21 years, as, in the discretion of the trustees, seems advisable;

(4) To pay to said Nita Ilene Gienger, until she attains the age of 21 years, or to pay out for her benefit until that time, all or such part of the accumulated income and any earnings thereon as, in the discretion of the trustees, seems advisable;

(5) To pay to said Nita Ilene Gienger until she attains the age of 21 years, or to pay out for her benefit until that time, all or such part of the property conveyed to the Trustees at this time or subsequently acquired by the trustees under Article Third or Article Fourth below, or otherwise, in the discretion of the trustees.

ARTICLE SECOND:

Upon the death of said Nita Ilene Gienger prior to her reaching 21 years of age, to pay all unexpended income and all other property remaining in this trust to the estate of said Nita Ilene Gienger, or as she may appoint under a general power of appointment as defined in Section 2514(c) of the United States Internal Revenue Code. Upon said Nita Ilene Gienger attaining the age of 21 years, however, to pay said income and property to her, her heirs and assigns forever, outright and free of trust.

ARTICLE THIRD:

To invest, reinvest, vary and change any or all of the trust investments hereunder without restriction to investments authorized by law for trustees; to sell any and all property conveyed to them by the Donors, and invest and reinvest the proceeds, all as they may deem advisable in their sole discretion. No purchaser of said properties or investments, or any part thereof, shall be required to see to the application of any purchase moneys paid therefor.

ARTICLE FOURTH:

The donors reserve the right to add to the principal of this trust from time

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1 to time by conveying additional property to the trustees, which shall be admin-
2 istered in accordance with the terms of this trust agreement in the same manner
as the property conveyed herewith.

3 ARTICLE FIFTH:

4 The donors retain no right to revoke, alter or amend this trust.

5 In witness whereof, the donors and trustees have hereunto set their hands
6 and seals on this, the day and year first herein written.

7 Leroy Gienger (SEAL)
8 Elvina Gienger (SEAL)
9 Leroy A. Gienger Jr. (SEAL)
10 Nina M. Gienger (SEAL)

11 STATE OF OREGON)
County of Klamath) SS

12 BE IT REMEMBERED, That on this 29th day of December, 1958, before me, the
13 undersigned, a notary public in and for said County and State, personally
appeared the within named LeRoy Gienger and Elvina Gienger, husband and wife, who
14 are known to me to be the identical persons described in and who executed the
within instrument and acknowledged to me that they executed the same freely
and voluntarily.

15 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the
16 day and year last above written.

17 William Henry
Notary Public for Oregon
18 My Commission expires: 11/20/59

23 EXHIBIT A

24 Ten shares of capital stock of Weyerhaeuser Timber Company,
25 a Washington corporation, of the par value of \$7.50 each.

26
27 STATE OF OREGON, COUNTY OF Klamath :
28 Filed for record at request of Leroy Gienger
29 this 13 day of Sept A.D. 1967 at 3:47 o'clock P.M., and
30 duly recorded in Vol. M-67 of deeds on Page 7114
31 Fee 3.00
32 DOROTHY ROGERS, County Clerk
By Dorothy Rogers

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