

Return to:  
Ecoff and Gislser  
135 Magnolia Ave.  
Oxnard, Calif. 93030

66459

Vol. <sup>m</sup> 77 Page 10587

LOT RELEASE

TITLE HOLDING TRUST AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 1972, between JACK C. ECOFF (dba "Sun Forest Estates") hereinafter called "TRUSTOR", and FIRST NATIONAL BANK OF OREGON, a national banking association, as and hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the Trustor is the owner of certain real property, situate in Klamath County, Oregon, more particularly described in Schedule A attached hereto, which he intends to subdivide and offer the resulting lots to individual purchasers (hereinafter called "Lot Vendees") and

WHEREAS, in order to facilitate the conveyances to which the Lot Vendees may be entitled, Trustor desires to convey all of said property to the Trustee, so that the Trustee may make such conveyances to Lot Vendees; and

WHEREAS, the Trustee is willing to accept the conveyance of said real property subject to the terms of this agreement, and not otherwise.

NOW THEREFORE, the Trustor has conveyed to the Trustee the real property described in Schedule A attached hereto, the Trustee acknowledges receipt of the deed to the said real property, and said property shall constitute the trust estate to be held, applied and distributed as hereinafter provided.

ARTICLE I

Subject to the provisions of Article III (e), the Trustee does not assume and shall not be charged with responsibility for any liens or encumbrances on the trust estate or any part thereof or for the sufficiency of the title to the said property or any part or parcel thereof.

ARTICLE II

Subject to the provisions of Article III (e), the Trustee shall have no responsibility for the care, protection or upkeep of the trust estate or for the payment of any taxes, liens or assessments

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levied against the trust estate, and possession and management thereof shall be with the Trustor or as may be agreed upon with individual Lot Vendees.

Unless the Trustor procures and maintains public liability insurance for the protection of the Trustee satisfactory to it, the Trustee shall obtain (or take steps to have the trust estate covered by its blanket policy) such public liability insurance as it shall deem necessary for its protection, and the cost thereof shall be paid by the Trustor.

The Trustee shall have no responsibility for and will not accept payments upon any sale to individual Lot Vendees or the contracts covering same.

The Trustor and all Lot Vendees shall, at all reasonable times, be entitled to examine the books and records of the Trustee concerning this trust.

#### ARTICLE III

Regarding the rights of Lot Vendees of subdivided interests:

(a) Trustor will advise Trustee in writing of all sales of subdivided interests in the trust property to Lot Vendees. Such advice shall include the terms of the sale and a description of the parcel sold. Though the Trustee shall not be a <sup>3</sup>/<sub>4</sub> party thereto, nor have any responsibilities thereunder (other than those specifically provided by this trust agreement and, particularly subsections (b), (c), (d) and (e) of this Article, which obligations are for the benefit of and enforceable against the Trustee by the Lot Vendees, every land sale contract entered into by Trustor and Lot Vendees shall be countersigned by the Trustee to evidence that the Trustee has knowledge thereof.

(b) Every Lot Vendee shall be a beneficiary of the trust for the purpose of conveyance of title as set forth herein and shall have an interest in the property of the trust estate co-extensive with his subdivided interest.



(c) The Trustee shall not encumber any subdivided interest which has been sold under contract or otherwise to a Lot Vendee, without the written consent of such Lot Vendee. No amendment to the trust agreement which would directly or indirectly affect the interest of any such Lot Vendee shall have any effect without the written consent of the Lot Vendee.

(d) The trust shall not be revoked or terminated as to any subdivided interest which has been sold under contract to a Lot Vendee as long as said Lot Vendee has not defaulted his contract interest to the Trustor, and title to all such subdivided interests shall remain in the trust until the Lot Vendee has performed under his contract with Trustor.

(e) When the Trustor shall advise the Trustee in writing that a Lot Vendee has performed his contract to purchase a subdivided interest, indicating the exact legal description thereof, and requesting the Trustee to make conveyance thereof, the Trustee shall convey title to the subdivided interest to such Lot Vendee by Bargain and Sale Deed, free and clear of all liens and encumbrances except restrictions and easements of record and except any lien or encumbrance caused or created by the Lot Vendee. Any exceptions or easements shall be placed in deeds to subdivided interest where they are applicable to the property being deeded.

#### ARTICLE IV

The Trustee is also expressly empowered, authorized and directed to do any and all such things as may be necessary in accordance with all applicable laws, ordinances and regulations promulgated by any governmental agency, to effect the subdivision or resubdivision (or both) of any portion or portions of the trust property, as it may from time to time be directed in writing to do by the Trustor; and in connection therewith, to execute and deliver any and all maps or other documents or instruments effecting the subdivision or resubdivision of any portion or portions of the trust property, and to execute and



cause the recordation of such covenants, conditions and restrictions (applicable to all or portions of said real property), as the Trustor may in writing direct; provided, however, the consent of the Lot Vendee shall be required to further restrict any subdivided interest which, to Trustee's knowledge, is subject to a contract of sale to such Lot Vendee.

#### ARTICLE V

Except as otherwise provided in subdivision (d) of Article III, this agreement may be revoked by a written instrument of revocation directing the Trustee as to the disposition of the then remainder of the trust estate, executed by the Trustor or his successor in interest, and delivered to the Trustee.

If a controversy shall arise between the Trustor and any Lot Vendees, or between any of said parties and the Trustee or with any third persons, the Trustee may await the outcome of such controversy by final legal proceedings, or otherwise, as it may deem appropriate, or it may institute such interpleader or other proceedings as it may deem proper, and in any such events it shall not be liable for interest or damages. In the event of any such controversy, whether or not resulting in litigation, or in the event of an action to recover its expenses or charges, the Trustee shall be entitled to reasonable attorney's fees and reimbursement for its expenses.

The Trustee may require indemnity to its satisfaction before taking any step which may subject it to loss.

#### ARTICLE VI

The right<sup>15</sup> reserved by and granted to the Trustee to elect to resign to trusteeship at any time. In the event of the resignation of Trustee, the successor Trustee will perform all trust functions of the Trustee under this agreement, including all obligations as to contracts of sale outstanding at the time of the resignation. Upon such election by the Trustee, the Trustee hereunder shall con-



vey the trust estate to such successor corporate trustee as shall be mutually acceptable to the Trustor and Lot Vendees under outstanding contracts of sale of subdivided interests. In the event of their failure, refusal or inability to select a new trustee, the Trustee hereunder or any party interested herein may take proper steps to have a new corporate trustee appointed by a court of competent jurisdiction.

Any successor trustee appointed as hereinabove provided, or any successor of the Trustee named herein, whether by consolidation, merger, transfer of trust business, or otherwise, shall succeed as trustee, with all of the powers and duties conferred upon and privileges and immunities granted to the Trustee hereunder.

#### ARTICLE VII

Until directed to the contrary by the Trustor, his successors or assigns, except regarding revocation of this agreement, the Trustee may rely upon any direction, instruction or approval on behalf of the Trustor which is signed by Sydney Gross

#### ARTICLE VIII

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

#### ARTICLE IX

The Trustee shall be entitled to compensation for its services under this agreement in accordance with the following schedule:

- (a) Initial fee: \$100 minimum
- (b) Annual fee: 1/10 of 1 percent of the value of the assets in the trust
- (c) For each deed of conveyance: \$10 minimum
- (d) Closing fee: \$100 minimum

IN WITNESS WHEREOF, the Trustor has hereunto set his



10592

hand and the Trustee has caused its corporate name to be subscribed hereto, by its officer thereunto duly authorized, the day and year hereinabove first written.

FIRST NATIONAL BANK OF OREGON

By Harry C. Clair III  
TRUSTEE  
Jack C. Ecoff  
TRUSTOR

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss. August 30, A.D., 1972

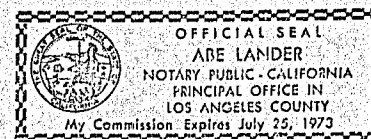
Personally appeared Harry C. Clair III, who being duly sworn, did say that he is a Trust Officer of the First National Bank of Oregon, the within-named national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors; and he acknowledged said instrument to be his voluntary act and deed. Before me:

James F. Booth  
Notary Public for Oregon  
My Commission Expires: May 14, 1975

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss. Sept. 5, A.D., 1972

Personally appeared the above-named Jack C. Ecoff and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Alvin Lander  
Notary Public for  
My Commission expires: \_\_\_\_\_





10593

SCHEDULE "A"

The West one-half and the Southeast one-quarter of Section 36,  
Township 23 South, Range 10 East of the Willamette Meridian,  
Klamath County, Oregon.-----

STATE OF OREGON; COUNTY OF KLAMATH, ss.  
for record at request of ECOFF & GISLER  
this 19th day of September A.D. 1972 at 3:07 P.M. on  
filed in Vol. M 72 of DEEDS on Page 10587

FEE \$11.00

W. D. MILNE, County Clerk

*Hazel Brazil*