

31550

TA-8-38-26992-Vol. M83 Page 21306

WARRANTY DEED (INDIVIDUAL)

JOE L. KELLER and ROSIE ANN KELLER, husband and wife

LYDIA GENTRY, ETHEL FAY and LEE KAYLOR, Co-Trustees for Revocable
 Living Trust for Hattie Gay
 of Klamath, State of Oregon, described as:

Lot 13, Block 10, Tract No. 1108, SEVENTH ADDITION TO SUNSET VILLAGE,
 in the County of Klamath, State of Oregon.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY
 PARTICULAR USE MAY BE MADE OF THE PROPERTY
 DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD
 CHECK WITH THE APPROPRIATE CITY OR COUNTY
 PLANNING DEPARTMENT TO VERIFY APPROVED USES.

83 DEC 14 AM 10 43

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except _____

See attached Exhibit "A", "B" + "C"

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 62,000.00 *

Dated this 8th day of December, 19 83.

[Signature of Rosie Ann Keller]
 Rosie Ann Keller

STATE OF OREGON, County of Klamath) ss.

On the 13th day of December, 19 83 personally appeared the above named
Joe L. Keller and Rosie Ann Keller and acknowledged the foregoing
 instrument to be their voluntary act and deed.

Before me:

[Signature of Susan C. Patke]
 Susan C. Patke
 Notary Public for Oregon

My commission expires: 11-2-86

- * The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
 ** If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

 TO

After Recording Return to:

Tax Statements to:
Lydia Gentry
P.O. Box 1382
Klamath Falls, Ore.
97601

Form No. 0-960
 (Previous Form No. TA 16)

STATE OF OREGON,)

County of _____) ss.

I certify that the within instrument was received for record
 on the _____ day of _____, 19____,
 at _____ o'clock _____ M. and recorded in book _____
 on page _____ Records of Deeds of said County.

Witness my hand and seal of County affixed.

 Title
 By _____ Deputy

EXHIBIT "A"

SUBJECT TO:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District.
 2. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
 3. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Seventh Addition to Sunset Village.
 4. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
Recorded : November 27, 1974 Book: M-74 Page: 15217
 5. An easement created by instrument, including the terms and provisions thereof,
Dated : September 19, 1975
Recorded : December 1, 1975 Book: M-75 Page: 15095
In favor of : Pacific Power & Light Company
For : Electric transmission and distribution of
electricity over the Southerly 5 feet of Lot 13
 6. Trust Deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$39,500.00
Dated : April 13, 1977
Recorded : April 14, 1977 Book: M-77 Page: 6322
Trustor : Joe L. Keller and Rosie Ann Keller, husband and wife
Trustee : William Ganong, Jr.
Beneficiary : First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation
- which Trust Deed the Grantees herein assume and agree to pay according to the terms contained therein.

Exhibit "B"

REVOCABLE LIVING TRUST

THIS AGREEMENT, made and entered into this 8
day of AUGUST, 1979, by and among HATTIE GAY, hereinafter
called "Trustor", and VIRGIL GAY and LYDIA GENTRY, hereinafter
called "Trustees",

WITNESSETH:

WHEREAS, Trustor desires to establish a trust with
the Trustees, and the Trustees have agreed to accept and
perform such trust, and

WHEREAS, for the purpose of this trust, Trustor
has caused to be transferred and delivered to the Trustees
the property described in Schedule "A" hereto attached, which
property, and any other property that may be made subject to
this trust, as hereinafter provided, shall constitute the trust
estate, and shall be collectively referred to hereafter as the
"trust property", and

WHEREAS, the Trustees have agreed to hold the Trust
Property upon the trusts and powers hereinafter declared,

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

Trustees acknowledge receipt from the Trustor, or
Trustor's designees, of the property described in Schedule A,
and agree that such titles and interests as the Trustees have
now received, or may hereafter receive, to trust property shall
be vested exclusively in the Trustees and be held by the Trustees
upon the trusts and powers herein set forth.

ARTICLE II

Trustor may, by written instrument executed by the
Trustor and filed with the Trustees, revoke this agreement at
any time, or withdraw from the trust estate, discharged of the
trust, the whole or any part of the principal (corpus) and

REVOCABLE LIVING TRUST-1-

1 accumulated income upon paying all sums due to Trustees and
2 upon indemnifying Trustees, to Trustees' satisfaction, against
3 liabilities lawfully incurred in the administration of this
4 trust. Trustor may, by written instrument executed by
5 Trustor and Trustees, alter or amend this agreement at any
6 time. In the absence of other express provision herein
7 to the contrary, the rights of revocation, withdrawal, alteration
8 and amendment reserved by Trustor must be exercised by the
9 Trustor personally and may not be exercised by any agent,
10 guardian, conservator, or personal representative.

11 ARTICLE III

12 The Trustees shall have power, at their sole discretion,
13 to receive and accept other property wherever situate, and
14 whether real or personal, including but not limited to life
15 insurance policies, devised, bequeathed, granted, conveyed,
16 assigned or made payable to Trustees by Trustor or by any
17 other person or persons, which upon acceptance by Trustees,
18 shall be trust property and shall be added to and become
19 a part of the trust estate and be subject to the trusts
20 and powers herein declared concerning the same.

21 ARTICLE IV

22 Trustees shall have the right and power to resign
23 at any time. Upon notification of resignation, Trustor shall
24 revoke the trust or shall appoint a new trustee or trustees.
25 In the event of resignation after the death or incapacity
26 of the Trustor, or should she fail to appoint a new trustee
27 within a reasonable time, the Trustees or any person interested
28 in the trust may take proper steps to have new trustees appointed
29 by a court of competent jurisdiction. No successor trustee
30 shall be under any duty to examine, verify, question or audit
31 the books, records, accounts, or transactions of any predecessor
32 Trustee nor for any loss or expense from or occasioned by

1 anything done or neglected to be done by any predecessor Trustee,
2 or Trustees. A successor Trustee shall be liable only for
3 his own acts and defaults.

4
5 ARTICLE V

6 Trustees shall hold and manage the trust estate
7 and in addition to all powers conferred by law shall have
8 the right and power:

9 (A) To pay all taxes, charges, commissions and
10 other expenses of the trust estate, including a compensation
11 for Trustee's own services, in accordance with prevailing
12 fee rates for the Trustee or Trustees at the times such fees
13 become payable, and reimbursement for all outlays and advances
14 made by Trustees and all costs and expenses incurred for the
15 preservation, maintenance and protection of the trust estate.

16 (B) To invest any property forming part of the
17 trust estate in such securities, including common or preferred
18 stocks of any corporation, any common trust fund administered
19 by the Trustee or Trustees or other property, real or personal,
20 as in Trustees' discretion may seem advisable and in the best
21 interest of the trust estate, without being restricted to
22 statutory investments, and with like discretion to make reinvest-
23 ments and changes of investment from time to time, and to
24 collect the income therefrom, with full power to the Trustees,
25 as occasion may require, to sell, exchange, transfer, assign,
26 grant options to buy, lease, including leases extending beyond
27 the term of the trust, encumber, or otherwise alienate all
28 or any part of the trust estate in such manner and upon such
29 terms as the Trustees may deem most beneficial to the trust
30 estate.

31 (C) To purchase as an investment for the trust
32 estate any securities or other property, real or personal,
belonging to the estate of the Trustor at a reasonable price

REVOCABLE LIVING TRUST-3-

1 from the representatives of such estate whether or not such
2 investments shall be legal for investment of trust funds in
3 the State of Oregon.

4 (D) To retain any property and to continue and
5 operate any business received in this trust for such period
6 as the Trustees may deem expedient.

7 (E) To borrow money and to loan or advance Trustees'
8 own funds to this trust for any trust purpose at prevailing
9 rates of interest, to mortgage and hypothecate the property
10 and securities of the trust estate in whole or in part as
11 security for the repayment of such loans or advances.

12 (F) To make such expenditures for the repairing,
13 improving and rebuilding of any property of the trust estate
14 as they may deem necessary.

15 (G) To hold securities and other property in the name
16 of the Trustees or in the name of their nominee, but the Trustees
17 shall be responsible for the acts of such nominee affecting such
18 property.

19 (H) To vote in any manner by Trustees deemed proper
20 any stock or other securities held hereunder, either directly
21 or by proxy.

22 (I) Except as may be otherwise specifically provided
23 herein to hold the trust estate as an undivided whole without
24 separation into any separate trusts hereby created for such
25 period as the Trustees shall deem expedient but no such undivided
26 holding shall defer or postpone vesting or distribution under
27 the trusts and powers herein declared.

28 (J) To determine in all cases what receipts are
29 income and what are principal and what disbursements are charge-
30 able to income and what to principal. Provided, however,
31 if there shall be included in the trust any shares in a regulated
32 investment company, all regular dividends shall be considered
to be income, and all stock dividends which are in the nature
REVOCABLE LIVING TRUST-4-

1 of liquidating dividends or stock split-ups and all dividends
2 designated by the issuer as capital gain dividends shall be
3 considered principal.

4 (K) To distribute principal hereunder in money,
5 securities or other property at market value at the date of
6 distribution as nearly as can be determined by the Trustees,
7 and judgment of the Trustees as to what shall constitute a
8 just and proper division or apportionment among beneficiaries,
9 shall be binding and conclusive on all parties.

10 (L) To take such action, in the event of a default
11 on any promissory note which is part of the property of this
12 trust estate, as the Trustees, in their judgment, may deem
13 appropriate to preserve the trust estate.

14 (M) To employ such persons, firms, organizations
15 and advisors as Trustees deem advisable for the purpose of
16 assisting them in performance of their duties herein specified,
17 including, but not limited to, employment of the First National
18 Bank of Oregon, Trust Department, and Property Management
19 Department, or any branch or division thereof.

20 (N) To do all acts, except as herein otherwise
21 specified, in Trustees' judgment needful or desirable for
22 the proper and advantageous management of the trust estate,
23 to the same extent and with the same effect as might legally
24 be done by an individual in absolute ownership and control
25 of the said property.

26 ARTICLE VI

27 Neither the principal nor the income of the trust
28 estate shall be liable for the debts of any beneficiary hereunder,
29 nor shall the same be subject to seizure by any creditor of
30 any beneficiary under any lien or proceeding at law or in
31 equity, and no beneficiary hereunder shall have power to sell,
32 assign, transfer, encumber, or in any other manner to anticipate

1 or dispose of his or her interest in the trust estate or the
2 income produced thereby.

3 ARTICLE VII

4 The principal and income of the trust estate shall
5 be distributed as follows:

6 (A) During the lifetime of the Trustor, the Trustees
7 shall distribute to or for the benefit of the Trustor such
8 amounts from income and principal as the Trustor may from
9 time to time direct. If, for any reason, the Trustor is unable
10 to give directions for disbursements, the Trustees shall apply
11 to or apply for the benefit of the Trustor such amounts from
12 income and principal as the Trustees, in exercise of their
13 discretion, determine to be necessary or advisable to provide
14 for the Trustor's maintenance, support and general welfare.

15 (B) Upon the death of the Trustor, the Trustees
16 shall pay from the trust estate, the expenses of the Trustor's
17 last illness, funeral and final interment, expenses of adminis-
18 tration, debts, taxes of every kind and other liabilities
19 of the Trustor and the Trustor's estate except that disbursements
20 shall be made for the purpose as stated in this paragraph
21 only to the extent that assets of the general estate of the
22 Trustor in the sole judgment of the Trustees are insufficient
23 or not reasonably available for such purposes.

24 (C) Upon the death of Trustor, Trustees shall maintain
25 Trustor's residence in Klamath Falls, Oregon, for so long
26 as either Trustor's brother, Howard J. Shur, or Trustor's
27 son, Ralph Lamb, shall live. Trustees shall maintain this
28 residence for the benefit of both named persons, or the survivor
29 of them, until the death of the survivor of them, and allow
30 Howard J. Shur and Ralph Lamb to reside in the residence without
31 rent or other payment of any kind. Trustees shall, during
32 the lifetimes of Howard J. Shur and Ralph Lamb, or the survivor

REVOCABLE LIVING TRUST-6-

1 of them, apply for the benefit of Howard J. Shur and Ralph
2 Lamb, such amounts from the income of the trust or from the
3 property of the trust estate as the Trustees, in their sole
4 discretion, determine to be necessary or advisable to provide
5 for the maintenance, support and general welfare of Howard
6 J. Shur and Ralph Lamb, or the survivor.

7 (D) Subject to the foregoing, after the death of
8 the Trustor, the trust shall be continued, undivided, in further
9 trust for the benefit of Trustor's brother, Howard J. Shur,
10 and Trustor's son, Ralph Lamb, as aforesaid, and in addition
11 thereto for the benefit of Trustor's other children,
12 Christina Paugh, Mary Fraley, Lydia Gentry, Ethel Fay, Ben
13 Gay, Virgil Gay, Calvin Gay, and Delma Bates. Until the termin-
14 ation of this trust as hereafter provided, Trustees shall
15 pay to, or on behalf of, Trustor's surviving children such
16 amounts of income and principal of the trust as the Trustees,
17 in their sole discretion, may deem necessary or desirable
18 for their maintenance and support. Trustor's intention is
19 that any such allowance shall be made on the basis of the
20 needs and other individual factors affecting each child.
21 It is not Trustor's intention or expectation that such allowances
22 be equalized among her children.

23 (E) Subject to the foregoing, upon the death of
24 Trustor, Ralph Lamb, Howard J. Shur, or the survivor of them,
25 or at the time that there is no living child of Trustor under
26 the age of sixty (60) years, this trust shall terminate, and
27 the trust estate shall be distributed forthwith to Trustor's
28 then living children, share and share alike.

29 (F) If, under any contingency not herein provided
30 for, there should remain in the hands of the Trustee, any
31 part of the trust estate for which there is no named or described
32 beneficiary, such part shall be distributed forthwith to those

1 persons then living who would be entitled to receive Trustor's
2 personal property under the laws of the State of Oregon then
3 in effect governing the distribution of personal property
4 of intestate persons.

5 (G) The Trustee, in the exercise of its discretion,
6 may pay income or principal to which a beneficiary is entitled
7 directly to the beneficiary, or to any person who, or corporation
8 which, shall be furnishing maintenance or support to the bene-
9 ficiary. The receipt of any person to whom payment is made as
10 herein authorized shall be sufficient voucher for the Trustee,
11 and the recipient need not be required to account to the Trustee
12 for disposition thereof.

13 IN WITNESS WHEREOF, the Trustor and the Trustees
14 have affixed their signatures hereto, all on the day and year
15 first above mentioned.

16 Hattie Day
17 TRUSTOR

18 Virgil Day
19 TRUSTEE

20 Lydia Gentry
21 TRUSTEE

22 John A. Schider
23 WITNESSES TO ALL SIGNATURES
24
25
26
27
28
29
30
31

1 SUBJECT TO:

2 Those encumbrances noted of record as of the 21
3 day of March, 1977, and those apparent upon the land, if any,
as of the 21 day of March, 1977.

4 PARCEL FOUR: Lots 17, 18, 19, and 20, Block 65, WORDEN TOWNSITE.
5 Vacated blocks 61, 62, 63, 64, and 65, TRACT 66, EXCEPT FROM
Block 65, Lots 17, 18, 19 and 20, ALSO vacated streets and
6 alleys adjacent of WORDEN TOWNSITE.

7 Lots 1, 2, 3, 4, and 5, Block 9, WORDEN TOWNSITE.
8 Vacated Blocks 1, 2, 3, and 4, EXCEPT FROM Block 4, Lot 5.

9 Vacated Blocks 5, 6, 7, 8, and 9, EXCEPT FROM Block 9, Lots
1, 2, 3, 4, and 5, Vacated Blocks 10, 11, 12, 13, 14, 15,

10 16, and 17, EXCEPT FROM Block 17, Lots 13, 14, 15, and 16,
11 ALSO vacated streets and alleys adjacent.

12 Vacated Block 18 and 22, lots 1 thru 7, 9 thru 14 and Lot
16 of Block 21, Lot 10 of Block 20.

13 Vacated Blocks 27, 28, 29, 30 and 41, ALSO vacated streets
and alleys adjacent.

14 Vacated Blocks 23, 24, 25, and 35, ALSO vacated streets and
15 alleys adjacent.

16 SUBJECT TO:

17 Those encumbrances noted of record as of the 21
18 day of March, 1977, and those apparent upon the land, if any,
19 as of the 21 day of March, 1977.

20 PARCEL FIVE: Lots 13 through 29, Block 50;
21 Lot 16, Block 17;

22 Lots 1 through 8, Block 26;

23 W1/2 9 through 16, Block 26;

24 Lots 5 through 12, Block 31;

25 Lots 5 through 17, Block 39;

26 Lots 1 through 7 and 9 through 24, Block 40;

27 All in WORDEN ADDITION according to the official plat thereof
on file in the office of the County Clerk of Klamath County,
28 Oregon;

29 All of the West 47 feet of Lot 9, SHIVES ADDITION;

30 SUBJECT TO:

31 Those encumbrances noted of record as of the 21
32 day of March, 1977 and those apparent upon the land, if any,
as of the 21 day of March, 1977.

PARCEL SIX: E1/2 of Lots 6 through 13, Block 24;

E1/2 of Lots 9 through 16, Block 25;

WORDEN ADDITION according to the official plat thereof on
file in the office of the County Clerk of Klamath County,
Oregon.

1 PARCEL ONE: Lots 23 and 24 in Block 24, INDUSTRIAL ADDITION
 2 to the City of Klamath Falls, according to the official plat
 3 thereof on file in the office of the County Clerk of Klamath
 4 County, Oregon.

5 Subject to:

6 1. Sewer use charges, if any, due to the City of
 7 Klamath Falls.

8 2. Trust Deed, including the terms and provisions
 9 thereof, given to secure an indebtedness with interest thereof
 10 and such future advances as may be provided therein.

11 Dated: October 13, 1976

12 Recorded: October 14, 1976

13 Volume: M76, Page 16226, Mortgage Records

14 Amount: \$18,450.00

15 Grantor: Curtis B. Nelson and Kathie A. Nelson, husband and
 16 wife

17 Trustee: D. L. Hoots

18 Beneficiary: Security Savings and Loan Association

19 PARCEL TWO: The S1/2 of SW1/4 and SW1/4 of SE1/4, Section
 20 28, Township 40, Range 8 East of the Willamette Meridian in
 21 Klamath County, Oregon and the SE1/4 of SE1/4, and SW1/4 of
 22 SW1/4, SE1/4, SW1/4 SW1/4 SE1/4, Section 29; S1/2 of SE1/4,
 23 Section 30; SE1/4 of NE1/4, NE1/4 of NE1/4 and E1/2 of SE1/4,
 24 Section 31; SW1/4 of NW1/4, NW1/4 of NW1/4; ten acres in the
 25 NW1/4 SE1/4 NW1/4 Section 32; the W1/2 of SW1/4 and
 26 the SE1/4 of SW1/4, and the NE1/4 of NE1/4, NW1/4 NE1/4
 27 NW1/4, Section 32. All in Twp. 40 S. Range 8 East of the
 28 Willamette Meridian in Klamath County, Oregon; Lot 4 in Section
 29 5, Twp. 41 S. Range 8 E. Willamette Meridian in Klamath County,
 30 Oregon. All of the NE1/4 and the E1/2 of the NW1/4 of Section
 31 33, Twp. 40S, Range 8 E. Willamette Meridian in Klamath County,
 32 Oregon.

33 PARCEL THREE: The S1/2 of SW1/4 and SW1/4 of SE1/4, Section
 34 28, Township 40, Range 8 East of the Willamette Meridian in
 35 Klamath County, Oregon and the S1/2 of S1/2, Section 29; S1/2
 36 of SE1/4, Section 30; E1/2 of E1/2, Section 31; N1/2 of N1/2,
 37 SW1/4 NW1/4 W1/2 of SW1/4, SE1/4 SW1/4 and a portion of the
 38 SE1/4NW1/4 and NE1/4SW1/4, NE1/4SW1/4, Section 32, Township
 39 40 South, Range 8, East Willamette Meridian, more particularly
 40 described as follows: Beginning at the Northwest corner of
 41 the SE1/4 NW1/4, running 825' East; thence South 528'; thence
 42 West 825'; thence North to the place of beginning, containing
 43 10 acres; also beginning 528' South of the Northwest corner
 44 of the SE1/4 NW1/4 running 20 feet East; thence South 1155';
 45 thence West 20 feet; thence North to the place of beginning.
 46 All in Township 40 South Range 8 East of the Willamette Meridian
 47 in Klamath County, Oregon; Lot 4 in Section 5, Twp. 41 S.
 48 Range 8 East of the Willamette Meridian in Klamath County,
 49 Oregon. All of the NE1/4 and the E1/2 of the NW1/4 of Section
 50 33, twp. 40 South Range 8 East of the Willamette Meridian
 51 in Klamath County, Oregon.

- 1 PARCEL SEVEN: Lots 1, 2, and 4 thru 19, Block 48.
 - 2 Vacated Lots 1, 2, and 3, Block 39, ALSO vacated streets and
 - 3 alleys adjacent.
 - 4 Lots 19 thru 24, Block 39.
 - 5 Lot 8, Block 40. Vacated Blocks 43 and 44, ALSO vacated streets
 - 6 and alleys adjacent.
 - 7 Lots 1 and 3, Block 50.
 - 8 NE1/4NW1/4 and W1/2NW1/4, EXCEPT Deed Volume 102, page 362,
 - 9 Deed Records of Klamath County, Oregon. (Section 34, Township
 - 10 40 South, Range 8 East of the Willamette Meridian) A parcel
 - 11 of land in the Northwest quarter (NW1/4) of Section 34, Township
 - 12 40 South, Range 8 East of the Willamette Meridian, Klamath
 - 13 County, Oregon, and being a portion of that property which
 - 14 was conveyed by those certain deeds to Ben Gay as recorded
 - 15 in the Klamath County Record of Deeds, Volume 95, Page 238
 - 16 and Volume 99, Page 467, and being more particularly described
 - 17 as follows: Beginning at a point which is 687.9 feet North
 - 18 and 763.9 feet East of the West quarter corner of Section
 - 19 34, Twp. 40 South, Range 8 East, W.M.; thence North 13°30'
 - 20 West a distance of 660.0 feet; thence North 76°30' East a
 - 21 distance of 660.0 feet; thence South 13°30' East a distance
 - 22 of 660.0 feet; thence South 76°30' West a distance of 660.0
 - 23 feet to the Point of Beginning.
 - 24
 - 25
 - 26
 - 27
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 - 29
 - 30
 - 31
 - 32
- 13 (Deed Volume 102, Deed Records of Klamath County, Oregon)
- 14 Blocks 51, 52, 53, 57 and 58, Lots 5 thru 12 of Block 50 and
- 15 Blocks 49, 54, 55, 56, 59 and 60.
- 16 NW1/4NW1/4 (Lot 15) Section 5, Township 41 South, Range 8
- 17 East of the Willamette Meridian.
- 18 S1/2 of West 47 feet of Lot 9, S1/2 of West 47 feet of Lot
- 19 10, SHIVES ADDITION.
- 20 PARCEL EIGHT: The south 40 feet of Lots 4 and 5, Block 7,
- 21 Canal Addition to the City of Klamath Falls, Oregon, described
- 22 as follows, to-wit: Beginning on the Northerly line of 9th
- 23 Street at the Southeast Corner of Lot 5, Block 7, Canal Addition
- 24 to the City of Klamath Falls, Oregon, thence Northeast along
- 25 the Northwest line of alley 45.6 feet, more or less, to the
- 26 most Easterly corner of Lot 4; thence in a Northwest direction
- 27 along the lot lines between Lots 3 and 4, Block 7, Forty Feet;
- 28 thence in a Southwest direction along a line which is parallel
- 29 and 40 feet distant from the Northwest line of aforementioned
- 30 alley to its intersection with the Northerly line of 9th Street;
- 31 thence in a Southeast direction along the North line of 9th
- 32 Street to point of beginning.

SCHEDULE A

Part I: Personal Property.

1. Account funds held in Equitable Savings & Loan Association, Klamath Falls, Oregon, account No. 101390686 \$ _____
2. Account funds held in Great Western Savings & Loan, Klamath Falls, Oregon, Account No. 110-001100 \$ _____
3. Account funds held in First Federal Savings & Loan Association, Klamath Falls, Oregon, Account No. 44602 \$ _____
4. Account funds held in First Federal Savings & Loan Association, Klamath Falls, Oregon, Account No. 47601 \$ _____
5. Account Funds held in First Federal Savings & Loan Association, Klamath Falls, Oregon, Account No. 32498 \$ _____
6. Certificate of Deposit No. _____ First National Bank of Oregon, Main Branch, Klamath Falls, Oregon \$ _____
7. Certificate of Deposit No. _____ First National Bank of Oregon, Main Branch, Klamath Falls, Oregon \$ _____
8. Account funds held in Equitable Savings & Loan Association, Klamath Falls, Oregon, Account No. _____ \$ _____
9. Account funds held in _____ checking account No. _____ \$ _____
10. 1974 Ford Courier Pickup VIN SGTAP400809 \$ _____

PART II: REAL PROPERTY
(SEE ATTACHED DESCRIPTIONS)

Parcels 1 - 8.

Exhibit "B"

21320

AMENDMENT TO REVOCABLE LIVING TRUST

THIS AMENDMENT is made in modification of that certain Revocable Living Trust Agreement dated August 8, 1979, as previously amended in writing dated July 7, 1982 and by further amendment dated June 6, 1983, and by further amendment dated August 29, 1983, of which Trust HATTIE GAY is Trustor and LYDIA GENTRY, ETHEL FAY and LEE KAYLOR are currently Co-Trustees;

W I T N E S S E T H :

WHEREAS, Trustor and Trustees have entered into a Revocable Living Trust Agreement, dated August 8, 1979, as previously amended July 7, 1982, June 6, 1983 and August 29, 1983 and

WHEREAS, Trustor again desires to amend such agreement to include the terms and provisions hereinafter set forth; and

WHEREAS, Trustor has the right, as provided in Article II of said Trust Agreement, to amend or revoke said Agreement in its entirety;

NOW, THEREFORE, said Trust Agreement is amended as follows:

ARTICLE I

Article VII, Section (C) of said Trust Agreement shall be amended as follows:

"(C) Upon the death of Trustor, Trustees may maintain Trustor's residence in Klamath Falls, Oregon for so long as either Trustor's brother, HOWARD J. SHUR or Trustor's son, RALPH LAMB, shall live. Trustees shall maintain this

residence, or in their discretion, such other residence as may be acquired, for the benefit of both named persons, or the survivor of them, until the death of the survivor of them, and shall provide a residence for Howard J. Shur and Ralph Lamb without rent or other payment of any kind. Trustees shall, during the lifetimes of Howard J. Shur and Ralph Lamb, or the survivor of them, apply for their benefit such amounts from the income or principal of the Trust as the Trustees, in their sole discretion, shall determine to be necessary or advisable to provide for the maintenance, support and general welfare of Howard J. Shur and Ralph Lamb, or the survivor thereof."

ARTICLE II

Except as hereinabove modified, or as previously amended, all other provisions of the said Trust Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of _____, 1983.

TRUSTOR:

Hattie Gay
Hattie Gay

TRUSTEES:

Lydia Gentry
Lydia Gentry

Ethel Fay
Ethel Fay

Lee Kaylor
Lee Kaylor

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STATE OF OREGON)
)
 County of Klamath) ss.

The foregoing instrument consisting of 3 pages, including this page, was by the said HATTIE GAY as Trustor on the date hereof signed and executed in the presence of us, who saw the said HATTIE GAY sign this instrument and in the presence of each other have hereunto subscribed our names as witnesses thereto.

[Signature]
 Residing at Klamath Falls, Oregon

F. Raymond
 Residing at Klamath Falls OR

STATE OF OREGON,)
 County of Klamath)
 Filed for record at request of

on this 14th day of Dec. A.D. 19 83
 at 10:43 o'clock A M, and duly
 recorded in Vol. M83 of Deeds
 Page 21306

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 68.00