

86263

Vol. 188 Page 5764

DEED TO TRUST

RECORDATION REQUESTED BY:
ALLAN H. GIFFORD
Attorney at Law
A Law Corporation

AFTER RECORDATION, RETURN TO:
Suite 1220, Executive Centre
1088 Bishop Street
Honolulu, Hawaii 96813

RETURN BY: MAIL () PICKUP ()

WARRANTY DEED

This Deed, made this 28th day of March, 1988, by and between *Delmar W. Carter, Trustee - D. W. Carter Living Trust*, dated September 10, 1977, whose residence and post office address is 92-726 Palailai Street, Makakilo, Hawaii 96707, hereinafter called the "Grantor", and *Delmar W. Carter and Lovis F. Carter, Trustee(s)* under that unrecorded Living Trust Agreement dated September 10, 1977, as amended, whose residence and post office address is 92-726 Palailai Street, Makakilo, Hawaii 96707, hereinafter called the "Grantee".

WITNESSETH:

That in consideration of the terms and conditions of the aforesaid Living Trust Agreement, and the powers granted therein, the Grantor does by these presents grant and convey unto Grantee, or Grantee's Successor, *In Trust*, as Trustee(s), for the uses and purposes and with all of the powers set forth in said trust agreement, including without prejudice to the foregoing, full power and authority to sell, convey, mortgage, exchange, lease, which lease(s) shall be valid throughout their terms, including a term expiring after the trust terminates, pledge or otherwise deal with and dispose of said property according to the sole judgment and discretion of the Trustee(s), in fee simple:

All of that certain real property situated at County of Klamath, State of Oregon, being the same premises conveyed to Grantor herein by Deed dated July 24, 1984, recorded in the Official Recorder of said County in Vol. M84, Page 12829, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, together with the personal property, if any, described in said Exhibit "A", subject, however, to the encumbrances, exceptions, reservations and other matters, if any, set forth herein;

To have and to hold the same, together with the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, including all buildings, improvements, rights, easements, privileges and appurtenances belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy above set forth, forever.

20

And, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may herein specifically be set forth; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will warrant and defend the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, Grantee's successors and assigns.

The terms "Grantor", "Grantee" and "Trustee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or Grantees, all covenants of such parties shall for all purposes be joint and several.

In Witness Whereof, the Grantor and Grantee have executed these presents on the day and year first above written.


Delmar W. Carter, Trustee

"Grantor"


Delmar W. Carter, Trustee
Lovis F. Carter, Trustee

"Grantee"

5766

STATE of HAWAII

CITY and COUNTY of HONOLULU

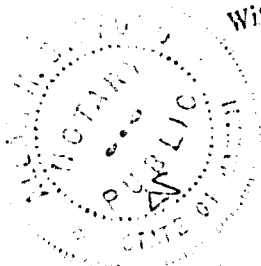
) SS
)

On this 28th day of March, 1988, before me personally appeared *Delmar W. Carter*, Trustee, as Grantor herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantor executed the same as Grantor's free act and deed.

Witness my hand and seal.

William A. Gifford

Notary Public, State of Hawaii
My commission expires: 8-1-89



STATE of HAWAII

CITY and COUNTY of HONOLULU

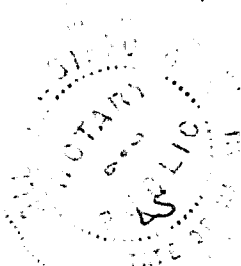
) SS
)

On this 28th day of March, 1988, before me personally appeared *Delmar W. Carter and Lovis F. Carter*, Trustee(s), as Grantee herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantee executed the same as Grantee's free act and deed.

Witness my hand and seal.

William A. Gifford

Notary Public, State of Hawaii
My commission expires: 8-1-89



5766

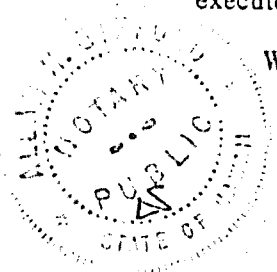
STATE of HAWAII

CITY and COUNTY of HONOLULU

)
) SS
)

On this 28th day of March, 1988, before me personally appeared *Delmar W. Carter*, Trustee, as Grantor herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantor executed the same as Grantor's free act and deed.

Witness my hand and seal.



William A. Lippard

Notary Public, State of Hawaii
My commission expires: 6-1-89

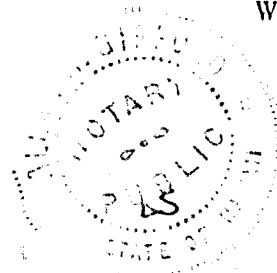
STATE of HAWAII

CITY and COUNTY of HONOLULU

)
) SS
)

On this 28th day of March, 1988, before me personally appeared *Delmar W. Carter and Lovis F. Carter*, Trustee(s), as Grantee herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantee executed the same as Grantee's free act and deed.

Witness my hand and seal.



William A. Lippard

Notary Public, State of Hawaii
My commission expires: 8-1-89

5767

EXHIBIT "A"

All that certain property situated at County of Klamath, State of Oregon, described as follows:

Lot 11, 12 of Block 11 in Mt. Scott Meadows Subdivision Tract No. 1027, in the County of Klamath, State of Oregon, as per map recorded in the office of the County Recorder of said County.

Excepting oil, gas and other mineral and hydrocarbon substances beneath the surface thereof.

Being the same premises conveyed to *Delmar W. Carter, Trustee - D. W. Carter Living Trust*, dated September 10, 1977, the Grantor herein, by Deed dated July 24, 1984, recorded in the Official Recorder of said County in Vol. M84, Page 12829.

Together with all built-in furniture, appliances, fixtures, attached carpeting and existing drapes, presently situate in or used in connection with, and being a part of, the herein demised premises.

Subject, however, to all grants, easements, covenants, restrictions, liens and encumbrances of record.

END OF EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Allan H. Gifford the 15th day of April A.D., 19 88 at 11:31 o'clock A.M., and duly recorded in Vol. M88, of Deeds on Page 5764.

FEE \$25.00

Evelyn Biehn County Clerk

By

Bernetha A. Ketch