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LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (/) Pickup () To: ALLAN H. GIFFORD, ATTORNEY AT LAW SUITE 1220, EXECUTIVE CENTRE 1088 BISHOP STREET HONOLULU, HAWAII 96813 DEED TO TRUST

WARRANTY DEED

This Deed, made this 24th day of July, 1991, by and between Stanley J. Gomes, Jr. and JoAnn E. Gomes, husband and wife, as Tenants by the Entirety, whose residence and post office address is 95-865 Makaunulau Street, Mililani, Hawaii 96789, hereinafter called the "Grantor", and Stanley J. Gomes, Jr. and JoAnn E. Gomes. Trustee(s) under that unrecorded Living Trust Agreement dated July 24, 1991, whose residence and post office address is 95-865 Makaunulau Street, Mililani, Hawaii 96789, 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 in Mt. Scott Meadows Subdivision, County of Klamath, State of Oregon, being the same premises conveyed to Grantor herein by Deed dated September 14, 1990, recorded in the Official Recorder of said County in Vol. M90, Page 19151, 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.

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.

Stanley V. Gomes, Jr.

John E. Homes

John E. Gomes

"Grantor"

Stanley L'Goptes, Jr., Trustee John E. Gomes, Trustee "Grantee" STATE of HAWAII CITY and COUNTY of HONOLULU On this 24th day of July, 1991, before me personally appeared Stanley J. Gomes. Jr. and JoAnn E. Gomes, as Grantor herein, to me known to be the described in and who executed the foregoing instrument, and described in and who executed the toregoing instituted with acknowled that Grantor executed the same as Grantor's free act and deed. Withes my hand and seal. YRATON OUSUG Notary Public, State of Hawaii My commission expires: 7/5/94 STATE of HAWAII CITY and COUNTY of HONOLULU On this 24th day of July, 1991, before me personally appeared Stanley J. Gomes, Jr. and JoAnn E. Gomes, 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. WIE FISHESS my hand and seal.

> NOTARY PUBLIC

Notary Public, State of Hawaii My commission expires: 7/5/94

EXHIBIT "A"

All that certain property situated in Mt. Scott Meadows Subdivision, County of Klamath, State of Oregon, described as follows:

Block 2, Lot 15, 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. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easements, rights and right of way of record or appearing in the recorded map of said tract and specifically the covenants, conditions and restrictions set forth in that certain Declaration of Restrictions recorded in the Official Records of Klamath County, all of which are incorporated herein by referenced with the same effect as though said Declaration were fully set forth herein.

Being the same premises conveyed to Stanley J. Gomes, Jr. and JoAnn E. Gomes, husband and wife, as Tenants by the Entirety, the Grantor herein, by Deed dated September 14, 1990, recorded in the Official Recorder of said County in Vol. M90, Page 19151.

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 A.D., 19	91 at 2:08	o'clock PM., and duly recorded in Vol. M91
of	Deeds	on Page 14731 Evelyn Biehn County Clerk By Souline Musicross