

37000

STATE OF OREGON

Vol 91 Page 23225

WHEN RECORDED MAIL TO:

GIACOMINI & KNIEPS
ATTORNEYS AT LAW
706 MAIN STREET
KLAMATH FALLS, OR 97601

(Don't use this
space; reserved
for recording
label in coun-
ties where
used.)

MAIL TAX STATEMENTS TO:

J. RANDALL & VIRGINIA LEE POPE,
INITIAL TRUSTEES
21650 POPE ROAD
MERRILL, OR 97633

County of _____
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 _____ or as
filing fee number _____, Rec-
ord of Deeds of said County.
Witness my hand and seal of County
affixed.

Title
By _____ Deputy

BARGAIN AND SALE DEED

J. RANDALL POPE and VIRGINIA LEE POPE, Initial Trustees of the "RANDALL & VIRGINIA POPE 1982 TRUST" UTA 12/2/82,
GRANTOR, conveys to

J. RANDALL POPE and VIRGINIA LEE POPE, Trustee, or the Successor Trustee,
of the "POPE 1991 FAMILY BYPASS TRUST" dated November _____, 1991,

GRANTEE, the following described real property situate in _____ Klamath County, Oregon:

PARCEL 1: T. 41 S., R. 11 E.W.M.: Section 4: SW $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL 2:
T. 41 S., R. 11 E.W.M.:

Section 3: That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying Northerly and
Westerly of the Pope-Flesher-Duncan Irrigation Ditch as it
existed February 18, 1985.

Section 4: The E $\frac{1}{2}$ NE $\frac{1}{4}$ EXCEPTING THEREFROM approximately 6 acres
conveyed by deed dated 9/5/61, recorded in Vol. 332, Page
286, Deed Records of Klamath County, Oregon, as follows:
Beginning on the East and West center line of Section 4, T.

(CONTINUED ON REVERSE SIDE HEREOF)

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND
USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0- .

~~the actual consideration consisting of or includes other property or value given or promised which is part of the whole~~
THIS DEED TRANSFERS GRANTORS' INTEREST FROM 1 ESTATE PLAN TRUST TO

In construing this deed and where the context so requires, the singular includes the plural.

Dated this _____ day of November, 19 91.

J. Randall Pope
J. RANDALL POPE, Initial Trustee,
"RANDALL & VIRGINIA POPE 1982 TRUST"

Virginia Lee Pope
VIRGINIA LEE POPE, Initial Trustee,
"RANDALL & VIRGINIA POPE 1982 TRUST"

STATE OF OREGON, County of Klamath) ss. November 1, 19 91

Personally appeared the above named
J. RANDALL POPE and VIRGINIA LEE POPE

and acknowledged the foregoing instrument to be _____ their _____ voluntary act and deed.

Before me:

Kirstine L. Prock
Notary Public for Oregon
My commission expires 12/16/92

(Official Seal)

KIRSTINE L. PROCK
NOTARY PUBLIC — OREGON

My Commission Expires _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Giacomini & Knieps
Attorneys at Law
706 Main Street
Klamath Falls, Oregon 97601

33.00

S. Waiver of Conflict of Interest: Each party to this Instrument understands the Law Offices of Giacomini & Knieps, 706 Main Street, Klamath Falls, Oregon 97601, has assisted the parties in drafting this Instrument. Each party understands that, to the extent that a conflict of interest should otherwise arise in the performance of such services, each has acknowledged such conflict and each, with the opportunity to consult independent counsel, has consented to the preparation of this Instrument by said attorneys.

SIGNED on the date set opposite the signatures of the parties signing the same.

DATE

Nov. 1, 1991

11/1/91

Nov. 1, 1991

11/1/91

SIGNATURE

J. RANDALL POPE, Trustor

VIRGINIA LEE POPE, Trustor

J. RANDALL POPE, Initial Trustee

VIRGINIA LEE POPE, Initial Trustee

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Giacomini & Knieps the 5th day
of Nov. A.D., 19 91 at 4:19 o'clock P.M., and duly recorded in Vol. M91
of Deeds on Page 23221

Evelyn Biehn County Clerk

By Pauline Muelender

FEE \$23.00

the State of Oregon in effect at the time of execution of this Instrument as follows: one-half ($\frac{1}{2}$) of the Surviving Spouse Trust to those persons entitled to the real and/or personal property of Randall under the laws of intestate succession of the State of Oregon in effect as of the date of this Instrument, and one-half ($\frac{1}{2}$) of the Surviving Spouse Trust to those persons entitled to the real and/or personal property of Virginia under the laws of intestate succession of the State of Oregon in effect as of the date of this Instrument.

IV. Powers of Trustee: Trustee shall have all powers conferred on a trustee by the Oregon Uniform Trustees' Powers Act. Included in the foregoing sentence, without limiting the generality of the foregoing, is the power to sell, encumber, convey, exchange, invest, reinvest, partition, divide, improve, repair, and maintain the Trust Estate, determine principal and income according to the Oregon Uniform Principal and Income Act, and to pay Trustee reasonable compensation and reasonable reimbursement for expenses and cost paid or incurred. For so long as Randall and Virginia are Trustee, either Trustee may exercise the powers of Trustee independently of the other.

V. Trustee and Successor Trustee: The following provisions shall govern who shall act as Trustee. Any reference in this Instrument to Trustee shall refer to Trustee, Successor Trustee, co-trustee, special trustee, or any other fiduciary, and shall include any individual or institution serving from time to time in such capacity under this Instrument.

A. Trustee: The Trustee shall be Randall and Virginia. On the death, resignation, or incapacity of either Randall or Virginia the Surviving Spouse shall become sole Trustee. During any period the Surviving Spouse serves as sole Trustee, the Surviving Spouse shall have the power to appoint an additional Trustee to act as a co-trustee with the Surviving Spouse. The Surviving Spouse shall also have the power to remove any co-trustee and to appoint a new co-trustee to act with the Surviving Spouse. Any appointment of a co-trustee (and revocation of appointment) shall be made in a writing signed by the Surviving Spouse. The appointment of a co-trustee becomes effective on the new co-trustee's written acceptance of that office and delivery of that acceptance to the Surviving Spouse. Preference shall be given to the Successor Trustee designated in this Instrument.

B. Successor Trustee: The Successor Trustee is Lynn and Colin. If Lynn or Colin should be unable or decline to act as Trustee, the one of them able and willing to act shall act as Successor Trustee together with DONALD L. POPE (Donald). To the extent that Lynn, Colin, or Donald, should assume the duties of Successor Trustee and, thereafter, one of them should cease to act, the one, or ones, of them able and willing to act as Successor Trustee shall continue to act as Trustee. The Successor Trustee shall act as Trustee of the Trust Estate if both Randall and Virginia should: (1) die; (2) direct, by written instrument, Successor Trustee to act as Trustee; or (3) become incapacitated, i.e., unable to transact business affairs regardless of cause. An affidavit executed by a licensed physician stating the physician has examined Randall and Virginia, or if one of them has died, the Surviving Spouse, and has determined the same is incapacitated shall constitute conclusive proof of incapacity. The physician's affidavit shall be sufficient if it states the opinion of

FAMILY BYPASS TRUST AGREEMENT Entered into as of the last day set opposite the signatures of the parties hereto between J. RANDALL POPE, herein referred to as Randall, and VIRGINIA LEE POPE, herein referred to as Virginia, as Trustor, and Randall and Virginia, as Trustee, upon the following terms and conditions:

W I T N E S S E I H:

I. Trust Estate: All property subject to this Instrument is referred to as the Trust Estate to be held, administered, and distributed according to this Instrument. Any Co-Tenancy between Randall, or Virginia, and any Trustee or any beneficiary of the trust established by this Instrument, shall be subject to this Instrument, and constitute part of the Trust Estate, unless a contrary intention is expressed in the document creating the Co-Tenancy. All the terms and provisions of this Instrument shall extend to and apply to, from and after the date of this Instrument, any product, income, proceeds, accretion, investment, re-investment, transformation, replacement, substitution, or metamorphose of any of the Trust Estate.

A. Randall's and Virginia's Transfers: Randall hereby transfers and delivers to Trustee, without any consideration on the part of Trustee, the property described in Schedule "1"; receipt of which Trustee hereby acknowledges. Randall and Trustee agree this Instrument, in absence of the execution and delivery of a transfer document, shall, in and of itself, constitute a transfer, assignment, and conveyance to Trustee of the property described in Schedule "1". To further implement the transfer, Randall hereby appoints Trustee as Randall's attorney in fact to execute any transfer, assignment, or conveyance document, or form that may be required by recording statutes or procedures of a custodian of any record of ownership or title to document Randall's transfer of the property described in Schedule "1" to Trustee and/or to subject said property to the provisions of this Instrument. Virginia hereby transfers and delivers to Trustee, without any consideration on the part of Trustee, the property described in Schedule "2"; receipt of which Trustee hereby acknowledges. Virginia and Trustee agree this Instrument, in absence of the execution and delivery of a transfer document, shall, in and of itself, constitute a transfer, assignment, and conveyance to Trustee of the property described in Schedule "2". To further implement the transfer, Virginia hereby appoints Trustee as Virginia's attorney in fact to execute any transfer, assignment, or conveyance document, or form that may be required by recording statutes or procedures of a custodian of any record of ownership or title to document Virginia's transfer of the property described in Schedule "2" to Trustee and/or to subject said property to the provisions of this Instrument.

B. Future Transfers: Randall, Virginia, or any other person, may, at any time, transfer to Trustee any property acceptable to Trustee, which property, upon receipt and acceptance thereof, shall be subject to the terms and provisions of this Instrument.

II. Payments During Joint Lives of Randall and Virginia: Randall shall be entitled to receive and to devote to Randall's own use and benefit all income from the Trust Estate from property contributed by Randall to the Trust Estate. If Trustee considers such income insufficient, Trustee shall