

37615

CERTIFICATION BY ATTORNEY

I, J. ANTHONY GIACOMINI, hereby declare:

That I am an active member of the State Bar of Oregon;

That the attached pages of the "INEZ B. MILLS 1991 TRUST" designating INEZ B. MILLS as trustee, reciting the powers of the trustee, and depicting the trustor's signature, are true and correct copies of the original.

I declare under penalty of perjury that the foregoing statements are true and correct.

DATED: November 14, 1991.

J. Anthony Giacomini
 J. ANTHONY GIACOMINI
 Giacomini & Knieps
 Attorneys at Law

706 Main Street
 Klamath Falls, Oregon 97601
 Ph: (503) 884-7728

STATE OF OREGON, County Of Klamath) ss:

Personally appeared before me the above named J. ANTHONY GIACOMINI and acknowledged the foregoing instrument to be his voluntary act and deed.

KIRSTINE L. PROCK
 NOTARY PUBLIC — OREGON

My Commission Expires

Kirstine L. Prock
 NOTARY PUBLIC FOR OREGON

My Commission Expires: 12/16/92WHEN RECORDED MAIL TO:

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

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 _____ or as filing fee number _____.

Record of Deeds of said County.

Witness my hand and seal of County affixed.

Title

BY: _____ Deputy

COPY 24282

TRUST AGREEMENT Entered into as of the last day set opposite the signatures of the parties hereto between INEZ B. MILLS aka Inez Mills aka Inez Blanch Mills, herein referred to as Inez, as Trustor, and INEZ B. MILLS, herein referred to as Inez, 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 Inez 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, reinvestment, transformation, replacement, substitution, or metamorphose of any of the Trust Estate.

A. Transfer: Inez 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. Inez 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, Inez hereby appoints Trustee as Inez'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 Inez's transfer of the property described in Schedule "1" to Trustee and/or to subject said property to the provisions of this Instrument.

B. Future Transfers: Inez, 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 Life of Inez: Inez shall be entitled to receive and to devote to Inez's own use and benefit all income from the Trust Estate from property contributed by Inez to the Trust Estate. If Trustee considers such income insufficient, Trustee shall pay to, or apply for the benefit of, Inez, the principal of the Trust Estate comprised of property contributed by Inez to the Trust Estate as Trustee determines necessary to provide for Inez's adequate support and general welfare (including, but not limited to, food, clothing, lodging, medicine, drugs, medical care, hospitalization, nursing and nursing home care). Income shall include receipt defined by the Internal Revenue Code as a capital gain. Trustee shall exercise, in a liberal manner, the power to invade principal and shall be mindful that the primary concern of Inez is Inez's own welfare, and the interests of others in the Trust Estate are secondary for so long as Inez shall live. The payments provided for in this Part may be made by Trustee directly to Inez. If Inez is incapacitated, the payments provided for in this Part may be made by Trustee directly to any person or institution providing care to Inez. A written receipt from any payee shall be sufficient without the necessity of any accounting from the payee to

Trustor. No conservatorship nor guardianship proceedings shall be a prerequisite to any payment, unless Trustee deems such proceedings to be necessary.

III. Death of Inez: Upon the death of Inez, the Trust Estate shall be held, administered and distributed as follows:

A. Expenses and Death Taxes: Trustee may, in Trustee's absolute discretion, pay from the Trust Estate Inez's expenses and death taxes or, in the absolute discretion of Trustee, contribute thereto, after taking into account funds available for the payment thereof from other sources. To the extent that Trustee elects to pay, or contribute to, Inez's expenses and death taxes, such payment, or contribution, shall be charged against the entire Trust Estate. To the extent that Trustee is given discretion in this Instrument to contribute to or pay expenses and death taxes, the discretionary authority of Trustee shall not be construed as making the whether or not to apply any portion of the Trust Estate toward payment of Inez's expenses and death taxes shall be conclusive on those interested in this Trust.

B. Distribution of Trust Estate: The Trustee shall allocate and distribute the Trust Estate to LOREEN F. BALLHEIM (Loreen), if living; if Loreen should be deceased, Trustee shall allocate and distribute the Trust Estate to WILLIAM BALLHEIM (Bill), if living; if Bill should be deceased, Trustee shall allocate and distribute the Trust Estate to JAMES B. MILLS (James), if living.

C. Distribution of Trust Estate if no Designated Beneficiary: If, at any time before full distribution of the Trust Estate, no other disposition of the Trust Estate is directed by this Instrument, the remaining portion of the Trust Estate shall be distributed according to the laws of intestate succession of the State of Oregon in effect at the time of the execution of this Instrument as follows: to those persons entitled to the real and/or personal property of Inez under the laws of intestate succession of the State of Oregon.

IV. Exemption From Levy: Neither the principal, nor the income, of the Trust Estate shall be liable for the debts of any beneficiary, nor shall the same be subject to seizure by any creditor. Any beneficiary under any lien or proceeding at law or in equity, and any beneficiary shall have the power to sell, assign, transfer, encumber, or in any other manner to anticipate or dispose of any beneficiary's interest in the Trust Estate or the income produced thereby. This provision shall not apply to Inez, nor Inez's guardian or conservator.

V. 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 income and principal according to the Oregon Uniform Principal and Income Act, and to pay Trustee reasonable compensation and reasonable reimbursement for expenses and costs paid or incurred.

R. Waiver of Conflict of Interest: Each signer of this Instrument understands the Law Offices of Giacomini & Knieps, 706 Main Street, Klamath Falls, Oregon 97601 (Attorneys), has assisted Trustor in drafting this Instrument. To the extent that a conflict of Interest should otherwise arise in the performance of such services, each signer, with the opportunity to consult independent counsel, waives any such conflict of Interest, and consents to the preparation of this Instrument by Attorneys.

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

DATE

11-14-91

11-14-91

SIGNATURE

Inez B. Mills
INEZ B. MILLS, Trustor

Inez B. Mills
INEZ B. MILLS, Trustor

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Giacomini & Knieps the 19th day
of Nov. A.D., 19 91 at 3:55 o'clock P.M., and duly recorded in Vol. M91,
of Deeds on Page 24281.

FEE \$23.00

Evelyn Biehn County Clerk

By Inez B. Mills