

38643

Vol. m91 Page 26082

MEMORANDUM OF TRUST, QUITCLAIM DEED and STOCK POWER

MEMORANDUM OF TRUST:

BE IT KNOWN THAT WE Carlyle Hutchinson and Sarah Glee Hutchinson, executed the Hutchinson Family Revocable Living Trust Agreement, on the 13 day of Dec., 1991, naming ourselves as trustees and beneficiaries. WE Carlyle Hutchinson and Sarah Glee Hutchinson have, by this memorandum, transferred the property below into the trust. Our right of revocation is unrestricted and includes the right of amendment and the right to withdraw assets. Additionally, we specifically reserve the right to occupy and use our residence as our principal home, rent free and remain responsible for the taxes and assessments thereon, and to transfer our real property within the meaning of 12 U.S.C. § 1701j-3(d). We declare that all Property will be held in the names of Carlyle Hutchinson and/or Sarah Glee Hutchinson, or in our names, as Trustees' of the Hutchinson Family Revocable Living Trust, as we may choose on an item by item basis.

SPACE RESERVED FOR RECORDER'S USE

QUITCLAIM DEED and BILL OF SALE:

WE Carlyle Hutchinson and Sarah Glee Hutchinson, do hereby SELL, TRANSFER, AND ASSIGN, for love and affection, all right, title, and interest, which we now have in our vehicles, furnishings, personal effects, and ALL PERSONAL PROPERTY (including any promissory notes, securities, stocks, contracts, deeds of trust, negotiable instruments or commercial paper, checking, savings and all other bank accounts, etc.) which we now own, or which we may own in the future, or may be entitled and likewise RELEASE AND QUITCLAIM, FOR LOVE AND AFFECTION, all right, title, and interest to ALL REAL PROPERTY, which we now own, or which we may own in the future, or may be entitled, TO: Carlyle Hutchinson and Sarah Glee Hutchinson, as Trustees and to Opal Jean Hurt and Lindsey Breat Hutchinson as Successor Co-Trustees of The Hutchinson Family Revocable Living Trust, dated 13 day of Dec., 1991. Said legal descriptions to said Real Property are set out within the attached copies of Deeds, and said legal descriptions found therein, and other such information contained therein which aids in identifying subject property, are incorporated herein by reference as though fully set out below. Tax statements are to continue to be sent to the address on the current tax rolls until a change is requested.

We further give special power of attorney to the Trustees to execute title transfers as may be required.

STOCK POWER:

We, Carlyle Hutchinson and Sarah Glee Hutchinson, specifically hereby transfer all stock and other securities to the Trustees of Hutchinson Family Revocable Living Trust and further WAIVE liability CLAIMS AGAINST all third parties including, TRANSFER AGENTS who, in good faith, rely upon this Memorandum of Trust, Quitclaim Deed and Stock Power when transferring record ownership of our individual, joint, or other property interest to the Trustees of this Trust or following the written instructions of the Trustees and Successor Trustees herein.

True consideration for assignment and conveyance is \$0.00 (zero dollar).

In witness whereof, We have set our hands this 13 day of Dec., 1991.

STATE OF OREGON

: ss.

County of Klamath

Carlyle Hutchinson SS#: 447-20-6902
Carlyle Hutchinson, GRANTOR

Sarah Glee Hutchinson SS#: 557-36-9500
Sarah Glee Hutchinson, GRANTOR

On this 13th day of December, in the year of 1991, before me, personally appeared Carlyle Hutchinson and Sarah Glee Hutchinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, consisting of SEVEN pages, and acknowledged that they executed it.

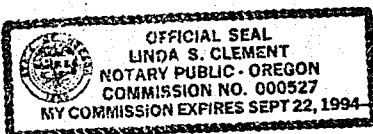
WITNESS my hand and official seal.

ACKNOWLEDGMENT OF DELIVERY AND POSSESSION OF TITLE:

Linda S. Clement
Notary Public for Oregon
My Commission Expires: 9-22-94

Carlyle Hutchinson
Carlyle Hutchinson, TRUSTEE

Sarah Glee Hutchinson
Sarah Glee Hutchinson, TRUSTEE



BANK'S
SIGNATURE ENDORSEMENT
FIRST INTERSTATE BANK
OF OREGON, N.A.

BRANCH NO. 365

Quitting Memorandum of Trust, Quitclaim Deed and Stock Power
AUTHORIZED SIGNATURE

\$58.00
OK

26083

WITNESSETH:

Lot 10 Block 5 KELENE GARDENS FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singular the appurtenances, improvements, buildings, roads, fences, ponds, water rights, easements, or privileges now or hereafter belonging to, derived from or in anywise appurtenant to the above described premises, and all plumbing, lighting, heating, water heating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all existing, existing or hereafter existing in place such as walls to well casing and foundation, shales and built in appliances now or hereafter installed in or on the premises with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of **TWENTY THOUSAND AND NO/100- (\$20,000.00)** Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to the beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of **\$ 161.40** commencing on **August 1, 1937**.

[illegible]

3. As an additional security, grantor hereby assigns to beneficiaries during the continuance of these trusts all rents, issues, royalties and all profits of the production of oil, gas, coal, or other minerals, and all other income and profits from the performance of any agreement hereunder, grantor shall not be secured hereby or in respect all such rents, issues, royalties and profits earned prior to default as to the performance of any agreement hereunder, and the beneficiaries shall not be secured hereby in any such rents, issues, royalties or profits, the beneficiaries may at any time without notice, either in person, by agent or by attorney, appear before a court, and without regard to the adequacy of the security for the satisfaction of the obligations of the beneficiaries, to cause the same real property, or any part thereof, in its own name sue for or otherwise collect the same, less costs and expenses of litigation, and the same to be paid over and unpaid, and apply the same to the satisfaction of the obligations of the beneficiaries, and in such order of application as the court may deem proper.