

83411

06-28-94 09:36 RCVD

MAIL TO:

5150 MEE ANNE AVE
SUITE #213-213
RENO, NV 89523

BARGAIN AND SALE DEED

Vol 194 Page 20008

THE GRANTOR, J. H. Freitharth, County of Klamath, State of Oregon, for and in consideration of \$48,236.00 and other good and consideration conveys, grants, bargains, sells, confirms, and ~~bargain and sales unto~~ Route 66 Hwy Trust #541-62-1187, Betty Helby trustee under the provisions of a Trust Agreement dated 6-21-94 known as Route 66 Hwy Trust the following described real estate in the County of Klamath; State of Oregon:

Lot 4 in Block 2 of Tract 1121, FIRST ADDITION TO KENO HILLSIDE ACRES, In the County of Klamath, State of Oregon.

Code 21, ap 3908-3100, Tax Lot 2100.

Together with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.
Trustee shall take title subject to any liens, encumbrances, restrictions, easements, leases, options, and covenants of record.

TO HAVE AND TO HOLD the said premises in fee simple forever, with the appurtenances attached thereto upon the trusts and for the uses and purposes herein and in said Trust agreement set forth including but not limited to estate planning purposes.

Full power and authority granted to said trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence in praesenti or in futuro, and upon any terms and for any period of periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

SUCCESSOR TRUSTEES: In the event of the death, disappearance, incapacity of the Trustee title holder name herein, or because of his unwillingness to do the bidding of the Beneficiaries of the above cited trust, R.L. Peterson is hereby named as first Successor Trustee and Ray Cat Wray as Second Successor.

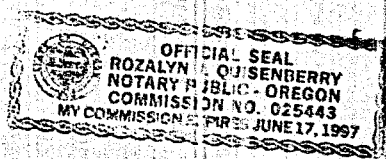
In no case shall any party dealing with said trustee in relation to said premises, to whom said premises or any party thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease mortgage or other instrument.

The interests of each every beneficiary hereunder and of all persons claiming under them or any of them, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interests are hereby declared to be personal property. No beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Subscribed and sworn to before me this 27th day of June, 1994
Rozalyn Quisenberry
Notary Public for Klamath County
My commission expires 6-17-97



STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of J.M. Reitharth
of June A.D., 19 94 at 9:36 o'clock A.M., and duly recorded in Vol. M94
of Deeds on Page 20008
FEE \$35.00
By Evelyn Biehn County Clerk
Quisenberry