

## WARRANTY DEED

ATC # 05042745

THE GRANTOR'S, BRADLEY L. SPIRES

HUNDRED & NO/100  
 THIRTY FIVE THOUSAND FIVE 7 (\$ 35,500.00) for and in consideration of  
 consideration conveys, grants, bargains, sells, confirms and warrants under provision of  
 Section 55.17.1 Virginia Statutes unto, R.L. PETERSON,  
 AS TRUSTEE under the provisions of a Trust Agreement  
 dated February 23 1993 known as the TRUST #24 QUI-NCY  
 the following described real estate in the County of Klamath  
 Lot 6 in Block 42, HOT SPRINGS ADDITION TO THE CITY OF  
 KLAMATH FALLS, IN the County of Klamath, State of Oregon.  
 Code 1, Map 3809-28CD, Tax Lot 7400

The execution of this Deed directly to the Grantee named is  
 done at the direction of CLTC Exchange Company as part of a tax  
 deferred exchange for the benefit of said Grantee.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or  
 in anyway appertaining.

Trustee shall take title subject to any liens, encumbrances, restrictions, easements, leases,  
 options, and covenants of record and not personally.

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 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 of or reversion by leases  
 to commence in praesenti or in futuro, and upon any terms and for any period or periods of  
 time not exceeding in the case of any single demise the term of 198 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 and option 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 of 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 named herein, or because of his unwillingness to do the bidding of the Beneficiaries of the above cited trust. Betty Helsby is hereby named as First Successor Trustee and Bat Gat Wongas Second Successor.

In no case shall any party dealing with said trustee in relation to said premises, to whom said premises or any part 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 interest of each and 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 interest 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.

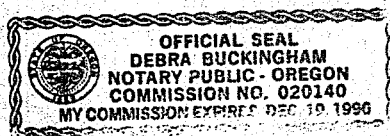
Signed, sealed and delivered  
in our presence.

Bradley L. Spires  
BRADLEY L. SPIRES

Subscribed and sworn to before this 12th day of January, 1995

Debra Buckingham  
Notary Public for Oregon

My commission expires 12-10-96



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 13th day  
of Jan A.D., 19 95 at 11:08 o'clock A M., and duly recorded in Vol. 895  
of Deeds on Page 942

Bernetha G. Letson County Clerk

By Pauline Mullins

FEE \$35.00