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Aspen Title # 01045990

Vol. 1197 Page 15032

DECLARATION OF TRUST

FOR

CLINTON W. LUNDBERG and IONE LUNDBERG

I, CLINTON W. LUNDBERG and IONE LUNDBERG, of 1920

Arthur, Apartment #19, of Klamath Falls, County of Klamath, State of Oregon, referred to hereinafter as Co-Trustors and Co-Trustees, hereby declare that we are the Co-Trustees of the property referred to in this Declaration of Trust Agreement as the Trust Estate, which is more fully set forth in the Schedule of Trust Estate Assets attached hereto and made a part hereof.

W_I_T_N_E_S_S_E_I_T_H

We hereby declare that we hold the Trust Estate created by this Declaration of Trust Agreement and all our rights, titles and interest in the Trust Estate IN TRUST for the use and benefit of: CHERYL A. COFFMAN the Successor Trustee who closes her estate.

ARTICLE I

NAME OF TRUST

1.1 This Trust shall be known as the CLINTON W. LUNDBERG and IONE LUNDBERG 1992, hereinafter referred to as the "TRUST".

1.2 We hereby revoke all previous Trusts and/or Wills.

1.3 The Co-Trustors reserves the right during their life to amend, modify or revoke this Declaration of Trust

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Agreement in whole or in part, without consent of any beneficiary and without giving notice to any beneficiary hereunder, by a writing or writings signed and acknowledges by the Co-Trustees, to be effective upon the delivery to the Co-Trustees.

1.4 Upon the death of the Co-Trustee, CLINTON W. LUNDEBERG, ^{CL} IONE LUNDEBERG shall act as Successor Trustee. If IONE LUNDEBERG ^{CL} is unable to serve as the Trustee for any reason CHERYL A. COFFMAN shall serve as Second Successor Trustee.

1.5 Upon the death of the Co-Trustee, IONE LUNDEBERG, ^{CL} CLINTON W. LUNDEBERG shall act as Successor Trustee. If CLINTON W. LUNDEBERG ^{CL} is unable to serve as the Trustee for any reason CHERYL A. COFFMAN shall serve as Second Successor Trustee.

1.6 Any Successor Trustee shall have all the powers and authorities granted to the Co-Trustees as set forth in the provisions of this Declaration of Trust Agreement.

ARTICLE II

(X) 2.1 In the event that two licensed physicians, not related by blood or marriage to the Co-Trustees or any beneficiary of the Trust created by this Declaration of Trust Agreement, certify that the Trustee has become legally incapacitated, the Successor Trustee shall become the acting Trustee of the Trust. If the Successor Trustee should serve during the life of the Trustor-Trustee, the Successor Trustee shall disburse from the Trust such amounts as necessary for the

Trustor-trustee's complete care, support and maintenance.

ARTICLE III

3.1 The Co-Trustors shall have the right, use and benefit of the Trust during their lifetime.

3.2 The Co-Trustees shall have the right to sell, dispose of or add to the Trust during their lifetime.

3.3 Upon the death of CLINTON W. LUNDEBERG, all right, title and interest in the Trust created by this Declaration of Trust Agreement shall be held for the use and benefit of:

IONE LUNDEBERG 100%

3.4 Upon the death of IONE LUNDEBERG, all right, title and interest in the Trust created by this Declaration of Trust Agreement shall be held for the use and benefit of:

CLINTON W. LUNDEBERG 100%

Upon the Death of the Successor Trustee all right, title and interest in the Trust created by this Declaration of Trust agreement shall be held for the use and benefit of CHERYL A. CUFFMAN.

ARTICLE IV

4.1 In case any provision in this Declaration of Trust Agreement shall be illegal or contrary to law, it shall be deemed as void and not written herein and such invalidity shall not affect the remaining provisions hereof.

4.2 Irrespective of the status of the Trust or Trusts

created under this Declaration of Trust Agreement, it is the Co-Trustors' direction that the laws of the State of Oregon shall be controlling for the purposes of determining the validity of such Trusts, in the administration of such Trusts, and in the interpretation to be given to the provisions of this Declaration of Trust Agreement.

ARTICLE V

5.1 To the extent permitted by law, no interest hereunder, except as expressly permitted hereunder, shall be subject to anticipation, or to pledge, assignment, sale or transfer in any manner, nor shall any beneficiary have the power in any manner to change or incumber such interest, nor shall such interest be liable or subject in any manner for the liabilities of any beneficiary, whether such liabilities arise from their debts, contracts, torts or other engagements of any kind.

5.2 Except as otherwise expressly provided herein, the Trustors' purpose in creating the Trust and the Trust Share hereunder is to conserve the principal, to achieve savings in income taxes and death taxes and to provide management of the Trust assets. The Co-Trustees may terminate a Trust or Trust Shares either all or in part and distribute it to the then income beneficiary or beneficiaries if, in their opinion, there are changes in the tax law or other circumstances which would frustrate the purposes of any Trust or trust Share created

hereunder, as set forth above.

ARTICLE VI

6.1 Notwithstanding anything herein to the contrary, the Successor Trustee shall not exercise or join in the exercise of any power to pay over, use or apply the principal or income of the Trust for his own benefit or for the benefit of any person whom he or she has a then-existing legal obligation to support and said Successor Trustee shall not participate in any consideration of the exercise of such power for his or her own then-existing legal obligation to support. The provisions of this paragraph shall not apply where the exercise of such power is with the approval or consent of an adverse party within the meaning of Section 672 of the Internal Revenue Code of 1954 or any corresponding provision of any successor revenue act.

6.2 The Successor Trustee shall not be liable for any error of judgment or for any loss resulting from the exercise of any discretionary power herein conferred upon him or her in connection with administering the Trust estate, and a Successor Trustee shall be fully protected in any action or inaction hereunder taken in good faith, including action or inaction on the advice of counsel.

ARTICLE VII

7.1 Trustor shall be responsible for the reporting of income from such property to the appropriate taxing authorities.

7.2 Upon the death of Trustor, the Successor Trustee shall each year account for the administration of the principal and income of the Trust estate to those beneficiaries entitled to receive income payments during the year in question and to all beneficiaries who, as of the close of the year in question, would be entitled to share in the principal if the Trust estate were then distributed in whole or in part.

7.3 Trustor may establish a bank account. It is understood, however, that until otherwise directed or until the death of the Trustor or such time as they are unable to manage their affairs, as hereinafter provided, the Successor Trustee shall have no responsibility for any such account. Upon the death of the Trustor, or if the Successor Trustee shall consider the trustor, by reason of illness or accident, or for any other reason be unable to manage their affairs and shall determine that the funds in any such account could be more efficiently and economically utilized for Trust purposes, the Successor Trustee shall be entitled to possession thereof, with all rights, power and duties otherwise granted herein.

ARTICLE VIII

B.1 If the Successor trustee desires to resign as Successor Trustee, he or she shall give written notice of such resignation to the then Trustee. The appointment of an alternate Successor Trustee shall be considered effective until notice has

been given to the person who received notice of the resignation of the predecessor Trustee or who would have been entitled to receive such notice and had it been given.

B.2 Any alternate Successor Trustee named herein or appointed hereunder shall have all of the power, discretion and authority as herein vested in the original Successor Trustee.

ARTICLE IX

9.1 Wherever distribution of principal and income are subject to being made from a Trust by Successor Trustee in the exercise of his authority granted hereunder for the benefit of issue, there shall be included within said class issue born after the creation of the Trust and prior to the termination of the Trust.

9.2 The use of words of the masculine gender is intended to include, wherever appropriate, the feminine gender and vice versa. The use of words of the singular is intended to include wherever appropriate, the plural and vice versa. This applies to descriptions of Trustee and issue.

ARTICLE X

10.1. Upon receipt of written demand from the Personal Representative and Trustors' Estate, the Successor Trustee of the Trust shall pay to said Personal Representative such amount or amounts so demanded for the payment of debts, expenses of last illness, funeral expenses, administration expenses and estate

inheritance taxes due and owing by reason of the Trustors' death and pecuniary bequests made by the Trustor in her Will, provided, however, that under no circumstances shall said payments be made out of any life insurance proceeds received the Successor Trustee or out of any amount or amounts which are exempt from federal estate tax under Section 2039(c) of the Internal Revenue Code of 1954, or corresponding provision of any successor Federal Revenue Act unless the Trust is the beneficiary of said insurance policy. Any payment or payments made to the Personal Representative of the Trustors' estate under this paragraph may be made from the Trust estate in cash or in kind or both. The Trustee shall have no duty or obligation to ascertain whether the amount or amounts so demanded by the Personal Representative of the Trustors' estate are applied for said purpose. Notwithstanding whatever may be provided herein to the contrary, irrespective of the adequacy of the Trustors' estate to pay debts and expenses, the Successor Trustee shall submit for redemption such United States Treasury bonds which are included among the assets of the Trust estate and are redeemable as par in payment of federal estate taxes as may be required to pay in full the federal estate tax payable by reason of the trustors' death, including any additional assessments, penalties and interest.

ARTICLE XI

11.1. Neither the Successor Trustee nor the Alternate Successor trustee shall be compensated for services rendered to

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the Trust created by this Declaration of Trust Agreement except as provided in Article III, Section 3.3 of this Declaration of Trust Agreement.

ARTICLE XII

12.1 To the extent that any such requirement can be legally waived, no Successor Trustee named in the Declaration of Trust Agreement or appointed under the terms of the Declaration of Trust Agreement shall be required to file bond or enter other security in any jurisdiction for the faithful performance of his or her duties or in connection with the sale of any property, real or personal which comprises part of the Trust estate.

I hereby declare that this Declaration of Trust Agreement fully and accurately sets forth the manner in which my Trust estate shall be held, managed or disposed of by the Successor trustee.

IN WITNESS WHEREOF, this Trust Agreement was executed in duplicate on the 28th day of April, 1992 in Klamath Falls, Oregon.

Clinton Lundberg
CLINTON W. LUNDBERG
Jane Lundberg
JANE LUNDBERG

In the Presence of:

James L. Lewis
JAMES L. LEWIS
address: 21227 Hwy 12 W
K. F. OR 97601

Scott Lewis
SCOTT LEWIS
address: 21033 Eagle Ridge Rd.
Klamath Falls, OR 97601

[illegible]


OFFICIAL SEAL
LIMITA CADENA
VOTER PUEBLO - OREGON
COMMISSION NO. 013275
MY COMMISSION EXPIRES MAR. 24, 1991

After recording, return to:
Clinton W. Lundberg
1920 Arthur St. - Apt #16
Klamath Falls, OR 97603

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15043

PARTIAL INVENTORY OF ASSETS OF THE TRUST TO BE ATTACHED TO THE TRUST AGREEMENT
AS TROUGH FULLY SET FORTH HEREIN.

CLINTON LUNDBERG AND IONE LUNDBERG HEREBY grant, bargain
sell, transfer, and deliver unto CLINTON W. LUNDBERG AND
IONE LUNDBERG, TRUSTEES OF THE CLINTON W. LUNDBERG AND
IONE LUNDBERG 1992 TRUST, the building situated on, and
any lease-hold interest or any interest whatsoever in,
the real property legally described as follows:

Lots 16 and 20 in Block 4 of CANAL ADDITION TO THE CITY
OF KLAMATH FALLS, in the County of Klamath and State
of Oregon.

Code 1, Map 3809-32AA, Tax Lots 2500, 2600, & 2600-0A1

THE ABOVE IS NOT A COMPLETE INVENTORY OF THE ASSETS
OF THE TRUST, BUT IS A PORTION OF THE ASSETS ONLY.

CL

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 15th day
of May A.D., 19 97 at 3:58 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 15032

Bernett G. Leisch, County Clerk

FEE \$85.00

by Kathleen Krae