

5150 Mae Anne Ave.  
Reno, Nv. 89523

42824

## DEED TO TRUSTEE

THIS INDENTURE WITNESSETH, that the Grantor, El. Peterson, Trustee Trust #14  
who is a (x) single ( ) married ( ) man (x) woman whose address is 5150 Mae Anne Ave. Reno, Nv.  
89523, City of Reno, County of \_\_\_\_\_,

State of Nevada, for and in consideration of ten dollars and other good and valuable  
consideration, receipt of which is hereby acknowledged, grants, bargains, sells, aliens,  
remises, releases, conveys and Quitclaims under provision of section 55.17.1 Virginia  
Statutes unto that certain Trust which was formed under a Declaration of Trust dated  
March 27 1997 and which is known as Klamath Eagle Preservation Trust Trust # 602-41-8163 Trustee Rong-Gat-Wong  
whose address is 5150 Mae Anne Ave. Reno, Nv. 89523, the following described  
land together with the improvements appurtenant thereto in the County of Klamath  
State of Ore., to wit:

Lot Five (5), Block Two (2), Riverside Addition to Keno, a Three foot  
easement for installation and maintenance of a pipeline running along the  
easterly boundary line of the subject property line reserving therefrom, to the  
adjoining property owners of Lots one (1) Two (2), Three (3) and Four (4),  
Block Two (2) Riverside Addition to Keno, a Three foot easement for installation  
and maintenance of a pipeline along the easterly boundary line of subject property  
line.

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 property in fee simple title or as otherwise indicated  
upon the trusts and for the uses and purposes herein and in said trust agreement set  
forth, and the Grantor hereof covenants with the Grantee that he is lawfully seized of the  
said premises, that they are free and clear of encumbrances except as noted herein, and  
that he has good right and lawful authority to sell the same; and does fully warrant the  
title to said land, and will defend the same against the lawful claims of all persons whom-  
soever.

Full power and authority is hereby granted to said trustee to improve, subdivide, protect,  
conserve, sell, lease, encumber and otherwise manage and dispose of said property 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 consider-  
ation, to convey said property or any part thereof to a successor or successors in trust and  
to grant to such successor or successors in trust all of the title, estate, powers and authori-  
ties vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise en-  
cumber said property, or any part thereof, to lease said property or any part thereof, from  
time, in possession or reversion, by leases to commence in praesenti or futuro, and upon  
any terms and for any period of time, not exceeding in the case of any single demise the  
term of 99 years, and renew or extend leases upon any terms and for any periods of time  
and to amend, change or modify leases and the terms and provisions thereof at any time  
or times hereafter, to make leases and to grant options to lease and options to renew  
leases and options to purchases the whole or in 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 submit

said property to condominium, to grant easements or changes of any kind, to lease, 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.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements by the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually or on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied; All such personal liability, if any, being expressly waived and released and all persons, corporations and other legal entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said trustee in relation to said property, or to whom said property 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 property, 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, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any 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 binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such are fully vested with all the title estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid. The situs of the domicile of the Beneficiary shall be the governing jurisdiction for any legal action undertaken pursuant to the interest of any Beneficiary hereunder. The Power(s) of Direction over the actions of the Trustee shall be held by said Beneficiary unless otherwise granted herein to Original Director: **JE PRIZER**  
 Alternate Successor Director.

Successor Director: **BETTY HELSBY**

The initial trustee holding title to the aforesaid property for the aforesaid trust under the terms of the aforesaid trust agreement shall be. The situs of the domicile of said trust shall be the domicile of the Trustee and any successor Trustee who shall henceforth act in that capacity. The said situs of the Trust shall be the governing jurisdiction for any legal

ORIGINAL

25469

action undertaken pursuant to the assets of the aforesaid trust. In the event of the said Trustee's death, incapacity, disappearance, bankruptcy, resignation or unwillingness to act in accordance with directions given by the party or parties holding the power of direction under the terms of said trust agreement; the filing of a death certificate or notice of dismissal of the initial Trustee or of any successor Trustee hereafter named in Public Records of the county in which any trust property is held, along with an Affidavit attesting to the appointment and acceptance by any of the following successor Trustees, without regard to the order in which listed, shall be effective to vest title to said successor Trustee or Trustees.

## SUCCESSOR AND ALTERNATE SUCCESSOR TRUSTEES:

JE BaberPatty Helsby

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal this \_\_\_\_\_th day of \_\_\_\_\_, 199\_\_.

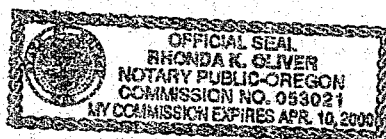
Signed, sealed and delivered in our presence:

WITNESSES:

Grantor  
Grantor

STATE OF OregonCOUNTY OF Klamath

This instrument was acknowledged before me by R.L. Peterson, Grantor who, being first sworn, affirmed that he executed the foregoing for the purpose contained therein on this 4th day of August, 1997.



Rhonda KOC  
NOTARY PUBLIC

After recording, this instrument should be returned to \_\_\_\_\_  
Trustee at \_\_\_\_\_

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

on this 5th day of August A.D. 1997  
at 2:36 o'clock P. M. and duly recorded  
in Vol. M97 of Deeds Page 25467

Bernetha G. Letsch, County Clerk

By Kathleen Rosen

Fee, \$40.00

Deputy.

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