

AFTER RECORDING

61380

RETURN TO: ROBERT L. DORSZYNSKI

1855 FAIRGROUNDS ROAD NE, SUITE 100
SALEM, OR 97303

Vol. m98 Page 23448

STATE OF OREGON
MARION COUNTY COURTS

JUN - 8 1998

FILED
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State of Oregon)

LETTERS OF TEMPORARY CONSERVATORSHIP

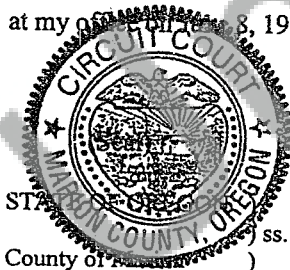
County of Marion)

Case No. 98C-15034

BY THESE LETTERS OF TEMPORARY CONSERVATORSHIP be informed:

That on June 8, 1998, the Circuit Court, Marion County, State of Oregon, appointed **ROBERT L. DORSZYNSKI** temporary conservator of the estate of **JAMES GREGORY RUPE**, aka **GREGORY S. RUPE** and that the named temporary conservator has qualified and has the authority and duties of conservator of the estate of the named protected person as provided by law. The temporary conservator's authority is limited as follows: as per the order of the court dated June 8, 1998 and executed by the Honorable Jennifer B. Todd. (See attached order).

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the court at my office June 8, 1998.



TRIAL COURT ADMINISTRATOR

By: Bundi Myers

I certify that the above copy of **LETTERS OF TEMPORARY CONSERVATORSHIP** is a correct copy of the original that is on file in my office, and that the Letters are now in effect.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed the seal of the court at my office June 8, 1998.



TRIAL COURT ADMINISTRATOR

By: Bundi Myers

LETTERS OF TEMPORARY CONSERVATORSHIP

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STATE OF OREGON
MARION COUNTY COURTS

JUN - 8 1998

FILED
6

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

Probate Department

In the Matter of the)

Conservatorship of)

JAMES GREGORY RUPE, aka)
GREGORY S. RUPE,)

Respondent.)

Case No. 580-15034

ORDER APPOINTING LIMITED TEMPORARY CONSERVATOR
AND APPROVING CREATION OF TRUST

This matter came before the Court upon the petition of Robert L. Dorszynski for the appointment of a Limited Temporary Conservator for James Gregory Rupe, aka Gregory S. Rupe and for approval to create a trust.

The Court having read the Petition and the accompanying documents and being fully advised in the premises, the Court finds by clear and convincing evidence that:

1. Venue is properly laid in this Court and no other court in this State has acquired jurisdiction of this matter.
2. James Gregory Rupe, aka Gregory S. Rupe is financially incapable and is unable to effectively manage his financial affairs due to mental and physical deficiency.
3. James Gregory Rupe has an asset which requires immediate action for management and protection.

1 - ORDER APPOINTING TEMPORARY CONSERVATOR

1 4. Robert L. Dorszynski is a qualified and suitable person to act as Temporary
2 Conservator for James Gregory Rupe, aka Gregory S. Rupe.

3 5. Creation of a trust to hold asset of James Gregory Rupe would be in the best interests
4 of James Gregory Rupe.

5 Now therefore, it is hereby Ordered that:

6
7 1. Robert L. Dorszynski is appointed as a limited Temporary Conservator for James
8 Gregory Rupe, aka Gregory S. Rupe for a period of 30 days from the date of this Order with specific
9 authority to execute all documents and perform all acts required to complete the sale of James
10 Gregory Rupe's interest in the real property located at 38027 Kugler Way, Chiloquin, Oregon; with
11 further specific authority to execute a trust agreement on behalf of James Gregory Rupe creating the
12 James Gregory Rupe Supplemental Needs Trust in substantially the form set forth in Exhibit A
13 attached to this Order; and with further specific authority to execute documents and perform all acts
14 required to transfer assets into the James Gregory Rupe Supplemental Needs Trust.

15
16 2. The requirement of filing a surety bond is waived and Letters of Temporary
17 Conservatorship shall be issued forthwith, with the limitations on the authority of the temporary
18 conservator endorsed thereon or incorporated therein.

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20 ////

21 ////

22 ////

23 ////

24 ////

25 ////

26 ////

1 3. The requirement of providing notice to the Respondent two days prior to the
2 appointment of a temporary conservator is waived. Notice shall be served within two judicial days
3 of the appointment of the temporary conservator herein.

4 DATED: June 8, 1998.

5
6
7 Jennifer B. Todd
8 CIRCUIT COURT JUDGE (Pro Tem)/
9 PROBATE COMMISSIONER

10 TEMPORARY CONSERVATOR

11 Robert L. Dorszynski
12 1855 Fairgrounds Road NE, Suite 100
13 P.O. Box 3050
14 Salem OR 97302
15 (503) 399-6233

16 ATTORNEY FOR TEMPORARY CONSERVATOR

17 Robert L. Dorszynski, OSB #88196
18 1855 Fairgrounds Road NE, Suite 100
19 P.O. Box 3050
20 Salem, Oregon 97302
21 (503) 399-6233

THE JAMES GREGORY RUPE SUPPLEMENTAL NEEDS TRUST

THIS AGREEMENT is established by ROBERT L. DORSZYNSKI, Limited Temporary Conservator for James Gregory Rupe, aka Gregory S. Rupe, as Trustor, and JACQUELINE SEKHON WELLER, as Trustee.

ARTICLE 1.

ESTABLISHMENT OF TRUST

A. Establishment of Trust. The Trustor hereby establishes a trust with the Trustee. This trust is effective the ____ day of _____, 1998. All property of this trust shall be held, administered, and distributed by the Trustee as provided in this agreement.

B. Name of Trust. This trust shall be called the James Gregory Rupe Supplemental Needs Trust.

C. Trust Property. The Trustor has directed the transfer and delivery to the Trustee of the property described on Schedule A. The Trustee acknowledges receipt of this property. The titles and interest the Trustee has received or may hereafter acquire in the property described on Schedule A and other property which is added to the trust in the future shall be vested in the Trustee.

D. Additions to Trust. The Trustee may receive other property that is transferred to the trust. The Trustee shall have the sole discretion to accept additions to the trust.

ARTICLE 2.

IRREVOCABLE NATURE OF TRUST

This trust is irrevocable. It may not be altered, amended, or terminated, except as exclusively provided in this agreement.

ARTICLE 3.

TRUST PURPOSE AND BENEFICIARY

A. Beneficiary. James Gregory Rupe, aka Gregory S. Rupe, is the beneficiary of this trust.

B. Disability of Beneficiary. The beneficiary is disabled. As a result of this disability, the beneficiary requires financial assistance to meet the beneficiary's needs.

C. Trust Purpose. It is the intention of the Trustor to create a supplemental and emergency fund for the benefit of the beneficiary. The Trustor does not intend this trust to displace any assistance which might otherwise be available to the beneficiary from any public or private source. The primary purpose of this trust is to enhance the beneficiary's comfort and personal dignity during the beneficiary's lifetime. This trust is intended to supplement, but not supplant, any benefits available to the beneficiary under any government assistance programs. In carrying out the provisions of this trust, the Trustee shall be mindful of the probable future supplemental needs of the beneficiary.

ARTICLE 4.

DISTRIBUTIONS DURING THE LIFETIME OF THE BENEFICIARY

During the life of the beneficiary, the Trustee shall only distribute the trust estate for the permitted supplemental needs of the beneficiary and for the permissible costs of administration.

A. Prohibited Distribution. No distributions shall be made from the trust to meet the beneficiary's needs for basic support, including food, shelter, and clothing. In addition, the Trustee shall not make any distributions which would adversely affect the beneficiary's eligibility for government assistance, and the Trustee shall not reimburse any governmental entity for payments made to or for the benefit of the beneficiary.

B. Supplemental Needs. During the beneficiary's lifetime the Trustee shall have sole discretion to distribute to or for the benefit of the beneficiary those amounts of income or principal which the Trustee considers advisable to meet the beneficiary's supplemental needs which are not met by government assistance programs. Supplemental needs shall include, but not be limited to, the following: health insurance premiums, dental care, unreimbursable medical expenses, supplemental nursing care, rehabilitation services, the excess cost of a private room over a shared room, psychological and social support services, private case management, companion care, telephone, television, reading materials, art supplies, recreation, exercise equipment, cultural experiences, travel, and personal grooming. The Trustee may consult with those persons having knowledge of the beneficiary's interest and desires to determine what distributions would be beneficial to the beneficiary.

C. Consideration of Other Resources. Despite any other provision of this agreement, the Trustee shall consider any income, support, or property available to the beneficiary from any source, including government assistance programs, before making any discretionary distributions under this trust. The Trustee shall further consider the applicable resource and income limitations under any government assistance programs for which the beneficiary may be eligible.

D. Eligibility for Government Assistance. The Trustee shall take any steps required to qualify the beneficiary for government assistance programs and ensure that the beneficiary's support needs are met through such programs.

E. Termination. At the beneficiary's death, the trust shall terminate and the Trustee shall distribute the remaining trust property to the State of Oregon to reimburse the State of Oregon for costs of the beneficiary's care up to the amount of medical benefits paid by the state on behalf of the beneficiary. If any property remains in trust after the distribution to the State of Oregon, the Trustee shall distribute the remainder of the trust estate to those persons entitled to the beneficiary's estate as provide by the intestate laws of the state of Oregon then in effect.

ARTICLE 5.

TRUST ADMINISTRATION

A. Nonassignment. The interest of any beneficiary in income or principal may not be voluntarily anticipated, alienated, or encumbered and shall not be subject to claims of creditors or others or to legal process. No part of the principal or undistributed income shall be subject to the claims of voluntary or involuntary creditors for the provision of care or services, including residential care, by any private or public entity.

B. Rule Against Perpetuities. Despite any other provision of this instrument, each trust created by this instrument shall terminate and be distributed as if it had then terminated in accordance with its terms not later than 21 years after the death of the beneficiary.

C. Undistributed Income. Unless otherwise provided in this trust, income accrued or undistributed at the termination of a beneficiary's interest in a trust shall be added to and become part of the principal of that trust, and any rights of that beneficiary to that income shall terminate.

D. Consideration of Other Income or Property. Except as otherwise provided in this agreement, in making discretionary distributions, the Trustee may, but is not required to, consider any other income, support, or property available to the beneficiary.

E. Consolidation of Trusts. The Trustee may consolidate any trust created by this agreement with any other trust, if the trusts have the same beneficiary and are substantially identical.

F. Life Insurance Proceeds. The Trustee shall collect the proceeds of any life insurance policy for which the Trustee is the beneficiary and shall hold those proceeds under the terms of this instrument. Payment to the Trustee shall be a full discharge of the insurance company on account of the policy, and the insurance company shall not be responsible for the proper discharge of the trust. The Trustee has no duty to begin collection proceedings or litigation to enforce payment of any life insurance policies until reasonable provision has been made to indemnify the Trustee for all anticipated expenses and liabilities.

G. Trustee Protection. Trustor recognizes that the Trustee is not licensed or skilled in all possibly relevant fields. The Trustee may seek the assistance of experts, at the expense of the trust, and of any public, private or governmental agency established to assist the disabled in similar

circumstances as the beneficiary. The Trustee may use these resources to aid the beneficiary in identifying programs which may be of social, financial, or developmental assistance to the beneficiary. The Trustee shall not be liable to any beneficiary or any third party for the Trustee's actions, if the Trustee acts in good faith.

H. Elections, Decisions, and Distributions. Trustor authorizes the Trustee to make any election or decision available to the trust under federal or state tax laws, to make pro rata or nonpro rata distributions without regard to any differences in tax basis of assets distributed, and to make distributions in cash, in specific property, in undivided interest in property, or partly in cash and partly in property. The good faith decisions of the Trustee in the exercise of these powers shall be conclusive and binding on all parties, and the Trustee need not make any adjustments among beneficiaries because of any election, decision, or distribution.

I. Governing Law. The validity and construction of this agreement shall be determined under Oregon law in effect on the date this agreement is signed.

J. Prohibition on Commingling. Any public assistance benefits or the proceeds from the benefits of the beneficiary of this trust shall not be commingled with the trust assets.

K. Accounting. The Trustee shall provide the beneficiary with an accounting at least quarter annually. The Trustee shall provide the beneficiary and Roger W. Rupe with an annual accounting. The accountings shall reflect all income and distributions from the trust estate and shall be detailed.

L. Discretion of the Trustee. Under no circumstances can the beneficiary compel a distribution from the trust for any purpose. The Trustee's discretion in making nonsupport disbursements is final as to all interested parties, even if the Trustee elects to make no distributions. The Trustee may be arbitrary and unreasonable. The Trustee's sole and independent judgment, rather than any other person's determination, is intended to be the criteria upon which disbursements are made.

ARTICLE 6

TRUSTEE POWERS

As to any trust created by this instrument, the Trustee shall have all powers conferred on a Trustee by Oregon law as now existing or later amended. In addition, the Trustee shall have the power:

A. Manage and Dispose of Assets. To manage, maintain, improve, partition, develop, change the character of, lease, grant options on, encumber, sell, exchange, or otherwise dispose of part or all of the trust estate in any manner and on any terms the Trustee considers beneficial to the trust estate.

B. Retain Assets. To retain any property, including nonproduction property, for so long as the Trustee considers retention of probable benefit to the trust estate and the trust beneficiary.

C. Make Investments. To acquire property; to invest and reinvest the trust estate in common or preferred stocks, bonds, mutual funds, and common trust funds; and to invest and reinvest in secured and unsecured obligations, mortgages, and other real or personal property, which the Trustee considers advisable and in the best interest of the trust estate, whether or not authorized by law for the investment of trust funds.

D. Receive Compensation. To receive reasonable compensation for the Trustee's own services and reimbursement for expenses incurred in administering the trust estate.

E. Advance Funds or Borrow. To advance the Trustee's own funds to the trust for any trust purposes at prevailing rates of interest (with any advance to be a lien on the trust estate) and to borrow money for those purposes and upon those terms and conditions which the Trustee considers to be in the best interest of the trust estate.

F. Seek Court Authority. The Trustee may apply to a court of competent jurisdiction for authority to amend this trust to carry out the Trustor's intent. Trustor specifically recognizes and requires any such court to modify this agreement as necessary to ensure that the Trustor's directions for care of the beneficiary are followed and that this trust is not considered resources or income of the beneficiary that would disqualify the beneficiary from any public or private assistance.

G. Do Other Acts. Except as otherwise provided in this instrument, to do all acts that might legally be done by an individual in absolute ownership and control of property and which in the Trustee's judgment are necessary or desirable for the proper and advantageous management of the trust estate.

ARTICLE 7

TRUSTEE

A. Resignation. A Trustee may resign as Trustee at any time without the necessity of court approval.

B. Designation of Successor Trustee. If a trust has no Trustee and no successor is named in this agreement, a majority in interest of the current income beneficiaries of that trust may appoint a successor Trustee or Trustees in writing. Beneficiaries not of legal age or capacity shall be represented by their guardians, if any, in requesting the resignation of a Trustee under this section. If the current income beneficiaries fail to appoint a successor, any court having jurisdiction may do so at the request of any person interested in the trust.

C. Transfer to Successor Trustee. Upon acceptance, a successor Trustee shall succeed

to all rights, powers, and duties of the Trustee. All right, title, and interest in the trust property shall vest in the successor Trustee. The prior Trustee shall, without warranty, transfer the existing trust property to the successor Trustee. A successor Trustee shall not have any duty to examine the records or actions of any former Trustee and shall not be liable for the consequences of any act or failure to act of any former Trustee.

D. Incapacity. A Trustee shall be deemed unable to act as Trustee if a Trustee is incapacitated or disabled by accident, illness, or absence to the extent that the Trustee is unable to manage business affairs. In determining whether a Trustee has become so incapacitated or disabled, the fact of incapacity or disability may be determined by a successor Trustee by any means deemed to be adequate, including consultation with the incapacitated Trustee's regular treating physician. If a successor Trustee acts in good faith in the belief that a Trustee is incapacitated or disabled, then the successor Trustee shall not be liable for any act or omissions taken in reliance upon that belief.

E. Bond. A bond or undertaking shall be required of any current or future Trustee in an amount set by the court which reflects the value of the assets of the trust estate.

IN WITNESS WHEREOF, the Trustor has caused this agreement to be signed and the Trustee has affixed her signature hereto this _____ day of June, 1998.

TRUSTOR:

TRUSTEE:

Robert L. Dorszynski
Limited Temporary Conservator for
James Gregory Rupe, aka
Gregory S. Rupe

Jacqueline Sekhon Weller

SCHEDULE A - ASSETS TRANSFERRED TO TRUST

THE JAMES GREGORY RUPE SUPPLEMENTAL NEEDS TRUST

1. Proceeds from contract sale of real property located at
38027 Kugler Way, Chiloquin, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Amerititle the 2nd day
of July A.D., 19 98 at 10:58 o'clock A. M., and duly recorded in Vol. M98,
of Deeds on Page 23448.

FEE \$60.00

By Bernetha G. Letsch, County Clerk
Kathleen Kress