

QUIT CLAIM DEED
TO TRUSTEE

ORIGINAL

ORIGINAL

THIS INDENTURE WITNESSETH, that the Grantor, "GB" Trust, **KAY COLE** Trustee, Trust #544-64-2620, **Kay Cole** as Trustee of the "G.B." Trust, for and in consideration of Ten Dollars, (\$10.00) and other good and valuable consideration given, receipt of which is hereby acknowledged, *Grants, Bargains, Sells, Aliens, Remises, Releases, Conveys and QUIT CLAIMS NOW* UNTO: "GB" Trust; Trust #544-64-2620, Trustee **G.B. PETERSON** trustee of said Trust organized under provision of section 55.171 Virginia Statutes unto that certain Trust which was formed under a Declaration of Trust dated 1-13-93 and which is known as the "GB" Trust, the following described land together with the improvements appurtenant thereto in the County of Klamath, State of Oregon, to wit:

Beginning at a point on the Southwesterly right of way line of Cumberland Road, a County Road in Section 8, Township 39 South, Range 9 East, of the Willamette Meridian, which point of beginning is South 2 degrees 38' East, 535.07 feet and North 99 degrees 22' East, 545.45 feet from the Northwest corner of Westover Terrace, a platted subdivision in Klamath County, Oregon; thence North 74 degrees 45' West, along the Southwesterly right of way of said Cumberland Road a distance of 50 feet; thence South 65 degrees 15' West, 100 feet; thence South 24 degrees 45' East, 50 feet; thence North 65 degrees 15' East, 100 feet to the point of beginning; being a parcel of land in the vacated portion of said Westover Terrace and lying in the NE 1/4 NW 1/4 of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, and which was formerly described as Lot 12, Block 12 of said Westover Terrace.

Trustee shall take title subject to any here, encumbrances, restrictions, easements, leases, options & covenants of record and *not personally* TO HAVE AND TO HOLD the said property in fee simple title or as otherwise indicated upon the Trust and for the uses and purposes herein and in said trust agreement set forth, and the Grantor hereof covenants with the Grantee that is lawfully seized of the said premises, that they are free and clear of encumbrances except as noted herein, and that Trustee has good right and lawful authority to sell the same and does fully Quit-Claim the title to said land.

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 sub-division or part thereof, and to re-subdivide said property as often as is desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, 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 authorities vested in said Trustee, to donate, to dedicate, 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 present or future, 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 period 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 purchase 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 encumbrance 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.

Initials (Memorial)

Kay Cole

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 representations, warranty, covenant, undertaking or agreement of the Trustee, either expressly or implied; All such personal liability, if any, being expressly waived and released to 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, her 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: J.M. Breitbarth

Successor and Alternate Successor Director being either: _____

~~XXXXXXXXXXXX~~ GB PEDERSON

Initials JP

ORIGINAL

ORIGINAL

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 or any successor Trustee who shall henceforth act in that capacity. The said situs of the Trust shall be the governing jurisdiction for any legal 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 disllossal 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.

It shall be attested and agreed to by the Trustee that shall any lawsuit, be filed upon said Trustee, whether personally or as Trustee, they will immediately sign an affidavit resigning all powers herein stated and conveying said property to one of the following named successor Trustees or be subject to a \$ 5,000.00 monetary fine. Upon resignation stated above, all records pertaining to the trust will be sent to the designated Trustee. The only record of the trust to be retained will be a letter accepting resignation. The Trustee(s) will not reveal any facts concerning this, trust or its beneficiary(s) except under subpoena or powers of a court of competent jurisdiction.

Jurisdiction. Successor and or alternate successor Trustees being:

~~XXXXXXXXXXXXXXXXXXXX~~ Lois Robinson, GB Peterson

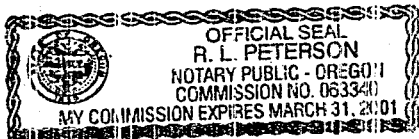
IN WITNESS WHEREOF, the said Grantor has hereinto set her hand and seal this November 20, 1999

Kay Cole
Grantor

State of OREGON
County of JACKSON

KAY COLE as Trustee
Instrument of her own free will and deed and
therein on this 20th day of November, 1999.

This instrument was acknowledged before me by who, affirmed that she executed the foregoing instrument of her own free will and deed and for the purpose contained therein on this 20th day of November, 1999.



Notary Public
My Commission expires: 3-31-2001

AFTER RECORDING RETURN ORIGINAL:

to Trustee c/o Suite 210 2100 Main Ave.
Reed, Or. 97523

Page 2 of 2

State of Oregon, County of Klamath
Recorded 12/27/99, at 3:03 p.m.
In Vol. M99 Page 50708
Linda Smith,
County Clerk Fees \$40.00 +
20.00 NS

ORIGINAL