

After Recording return to:

Vol MO1 Page 39048

WARRANTY DEED TO TRUSTEE

THIS INDENTURE WITNESSETH, that the **GRANTOR**,
Phianna A. Suttan whose address is 525 Main St. Klamath Falls, County of
Klamath, State of Oregon; **FOR AND IN CONSIDERATION OF**
Sixty Three Thousand, Three Hundred & Twenty-Five Dollars & no/100 (\$63,325.00)
or Equitable Exchange and other good and valuable consideration, receipt of which is
hereby acknowledged, **WARRANTS, GRANTS, BARGAINS, SELLS, ALIENS,**
REMISES, RELEASES, CONVEYS **and will defend all claims thereof, UNTO** that
certain Trust **The Sons of Eldorado Property St. Trust, as TRUSTEE J. Batze ,**
and not personally Appointed under that certain Trust which was formed under a Declaration
of Trust, dated 7/20/01 said trust is known as **The Sons of Eldorado Property St.**
Trust originated under 55-17.1 Virginia Statutes, Trust Id # 01-1204000 being described
land together with the improvements appurtenant thereto in the County of **KLAMATH**, State of
Oregon (Eldor)

See attached Exhibit A

Trustee shall take title subject to any liens, encumbrances, restrictions, easements, leases, options and
covenants of record & **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/she
is lawfully seized of the said premises, that they are free and clear of any and all encumbrances except
as noted herein, and that he/she 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 all the lawful claims of all
person (s), parties whomsoever.

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, 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 consideration, to convey said property or any part
thereof to a successor or successors in trust and to grant to such successor or successor's 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 periods of time and to amend,
change or modify leases and the terms or 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(s) the
whole or in any part of the reversion and do 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;

Page 1 of 3

ORIGINAL

P.S.

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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, or 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: J.M. Breitbarth
 Successor Director: _____ Alternate Successor Director: _____

The initial trustee holding title to the aforesaid property for the afore named trust under the terms of the aforesaid trust shall be the situs of 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 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 or 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

P.S.

39050

facts concerning this trust or its beneficiary(s) except under subpoena, powers of the court of competent jurisdiction.

SUCCESSOR AND ALTERNATE SUCCESSOR TRUSTEES:

Bob Quinn, S. Bagent, Bettie Helsby,
_____, _____, _____,

IN WITNESS WHEREOF, the said Grantor has hereunto set ^{her} ~~his~~ hand and seal this 20th day of July, 1992.

Signed, sealed and delivered in our presence:

WITNESSES:

Carolyn L. Zysk, P.A.S. Phiamma A. Sutton,
_____, _____, Grantor

*See attached
for notary acknowledgment*

STATE OF _____, COUNTY OF _____,

This instrument was acknowledged before me by _____, Grantor who, being first sworn, affirmed that he executed the foregoing for the purpose contained therein on this _____ day of _____, 199____.

NOTARY PUBLIC

After recording, this instrument should be returned to _____, Trustee

at _____,

MAIL TAX STATEMENTS TO:

J. Katze, Trustee
PMB Suite 2130213
5150 Mae Anne Avenue
Reno,, Nv. 89523

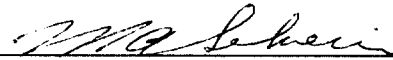
Warranty Deed Pg 3 of 3

Credible Witness Acknowledgment

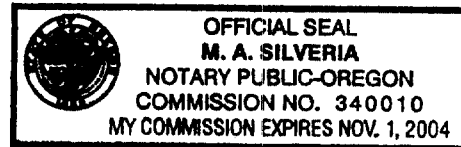
39051

STATE OF OREGON, County of Klamath)ss.

On this 20th day of July, 2001, before me personally appeared CAROLYN L. ZYSK, who proved to me on the basis of satisfactory evidence, in the form of the oath of PHIANNA A. SUTTEN, that said PHIANNA A. SUTTEN is the person whose name is subscribed to the within instrument (Warranty Deed to Trustee), and acknowledged that she executed the same for the purposes therein contained as her voluntary act and deed and with full understanding.



Notary Public - State of Oregon
My Commission Expires: 11-01-04



"Exhibit A"

39052

The Easterly 87 feet of Lot 6 and Easterly 87 feet of the Southerly 2 feet
of Lot 5, Block 32, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS,
in the County of Klamath, State of Oregon.

State of Oregon, County of Klamath
Recorded 08/03/01 at 3:22 p. m.
In Vol. M01 Page 39048
Linda Smith,
County Clerk Fee\$ 41.⁰⁰