

'02 FEB 25 AM 11:05

Vol M02 Page 11144

mtc S6372-LW
GRANT, BARGAIN, SALE DEED
TO TRUSTEE UNDER
A.E.S.D.C. LAND TRUST

State of Oregon, County of Klamath
Recorded 02/25/2002 11:05a. m.
Vol M02, Pg 11144-46
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

THIS GRANT, BARGAIN, SALE DEED is made this date of February 15, 2002, by Dorothy L. Thomas (hereinafter referred to as "Grantor"), whose mailing address is 123 South Vermont Avenue, Fullerton, California, to KRISTIE C. WRIGHT, as Trustee, whose mailing address is 540 Inness Avenue, Henderson Nevada, 89015, (hereinafter referred to as "Trustee") under the provisions of a certain Land Trust Agreement dated January 30, 2002, and known as the A.E.S.D.C. LAND TRUST.

In the event that KRISTIE C. WRIGHT, Trustee, resigns or otherwise cannot serve, then JOHN GERALD CHASE whose mailing address is 1768 Estaban Street, Laughlin Nevada, 89029 shall become Successor Trustee with all the title, estate, rights, powers, and trusts, and shall be subject to the duties and obligations, of his predecessor under said Land Trust Agreement.

WITNESSETH

IN CONSIDERATION OF \$1,800.00 US DOLLARS, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Trustee, all that following described real property situated in the County of Klamath, State of Oregon to wit:

LOT 22 OF BLOCK 13, KLAMATH FOREST ESTATES,

COUNTY OF KLAMATH, STATE OF OREGON

TAX PARCEL NO. 3510-23B-6000

This conveyance is subject to:

1. All general and special taxes and assessments for the fiscal year 2002 and subsequent years.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of way and Easements now of record.

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trusts and for the purposed set forth in this Deed and in the A.E.S.D.C. LAND TRUST AGREEMENT dated January 30, 2002.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect,

Grant, Bargain, Sale Deed
To Trustee Under A.E.S.D.C. Land Trust

Page 2 of 3

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 consideration, to convey 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 praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise of the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract 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 charges of any kind, to release, to 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 consideration 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.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Land Trust Agreement have been on the premises, or be obliged to inquire into the necessity or expediency or any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Land Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate 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 its delivery the Trust created by this Deed and by the Land Trust Agreement was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in the Deed and in the Land Trust Agreement and is binding upon all beneficiaries under those instruments; (c) that 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 successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee of an express trust and not individually and the Trustee shall have no obligations whatsoever with respect to any such 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 of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertaking and agreements by the Trustee of for the purpose of with the intention of binding

said Trustee personally, but are made and intended for the purpose of binding only the trust property

Grant, Bargain, Sale Deed

To Trustee Under A.E.S.D.C. Land Trust

Page 3 of 3

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 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 and corporations whomsoever and whatsoever shall be charged with notice of the condition from the date of the filing for record of this Deed.

The interest of each beneficiary under this Deed and under the Land Trust Agreement referred to previously and of all persons claimed under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such by only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

And the Grantor, by this Deed, Fully warrants the title to the above-Described real estate and will defend the title against the lawful claims of all persons whomsoever, "Grantor", "Grantee", "Trustee" and "Beneficiary are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Dorothy L Thomas, has set her hand and seal this date of

February 19, 2002

Dorothy L Thomas
Dorothy L Thomas

STATE OF California)
COUNTRY OF San Bernardino)

On February 19, 2002, before me, a Notary Public in and for said County and State, personally appeared Dorothy L Thomas, who is personally known to me or has proved that he is the person who executed the foregoing instrument.

Cynthia S. Reuter
Notary Public

RECORDING REQUESTED BY
AND RETURN TO:

Kristie C Wright, Trustee
A.E.S.D.C. Land Trust
540 Inness Avenue
Henderson, NV 89015

