

'02 NOV 19 AM 11:31

After recording return to:

Vol M02 Page 66911

State of Oregon, County of Klamath  
Recorded 11/19/2002 11:31 a.m.  
Vol M02, Pg 66911-14  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**BARGAIN AND SALE DEED**  
**TO**  
**TRUSTEE**

*02* **THIS INDENTURE, WITNESSETH, that the GRANTOR(s)**  
**Capitol Ind. Inc. A Nevada corporation, trustee for Counsel of Indian Affairs**  
**Association Trust** whose address is c/o PMB Suite 213-213, 5150 Mae Anne Ave.,  
City of Reno, State Nevada, **FOR AND IN CONSIDERATION** of Equitable Exchange  
and other good and valuable consideration, receipt of which is hereby acknowledged;  
**HEREBY WARRANTS, GRANTS, BARGAINS, SELLS, ALIENS,**  
**REMISES, RELEASES AND CONVEYS UNTO:**  
that certain **Trustee, JE BATZER, as Trustee only** for the Counsel of Indian Affairs  
Association trust. and as trustee, as appointed under that certain trust which was formed  
under a Declaration of Trust, dated November 1, 2002, *as originated under 55-17.1*  
*Virginia Statutes*, and said trust is known as the Counsel of Indian Affairs Trust  
Trust reference # 501-731061, **dot** 11/1/02 the following described land together  
with the improvements thereto in the County of Klamath, State of Oregon *to wit*  
*(Prescott)*

***See Exhibit A attached***

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/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 the lawful claims of all persons 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 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 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 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 purchases 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 for such (Page 1 of 3)

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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 herein-after 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 a 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, 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: Sam Breitman  
 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

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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 any lawsuit be filed upon said Trustee, whether personally or as Trustee, shall 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 by herein beneficiaries.

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 and/or powers of the court of competent jurisdiction.

**SUCCESSOR AND ALTERNATE SUCCESSOR TRUSTEES:**

Steve Bayscott, R.L. Peterson, Betty Helsky,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

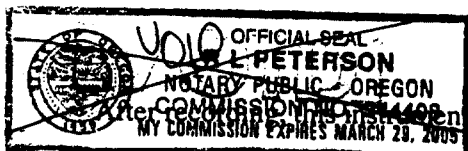
Signed, sealed and delivered in our presence:  
WITNESSES:

\_\_\_\_\_, Carol L. Peterson by [Signature]  
Grantor  
\_\_\_\_\_, \_\_\_\_\_,

STATE OF OREGON, COUNTY OF KLAMATH,

This instrument was acknowledged before me by Trustee Capitol Inc, Grantor who, being first sworn, affirmed that he executed the foregoing for the purpose contained therein on this 18th day of November, 2002.

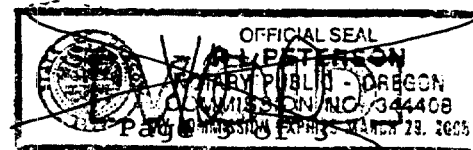
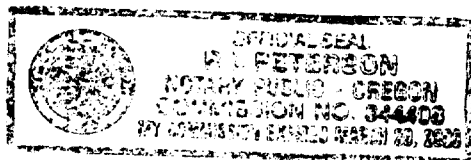
[Signature]  
Notary for State of Ore  
My commission Exp: \_\_\_\_\_



NOTARY PUBLIC

should be returned to N/A, Trustee

at \_\_\_\_\_,



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LOT 3, Block 66, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, ALSO that portion of Harriman Street, vacated by Ordinance No. 5830 filed September 24, 1971 in Book M 71 at page 10129, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 3, Block 66, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, and running North on the East line of said Lot 3 a distance of 73 feet to the Northeast corner of said Lot 3; thence East on the North line of Lot 3 extended, a distance of 40 feet; then South, parallel to the East line of said Lot 3, a distance of 73 feet; thence West a distance of 40 feet to the point of beginning.

(PRESCOTT)

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