

03 NOV 19 10:19

Pl: William Koontz  
Atty at Law  
PO Box 1240  
Cottage Grove, OR 97424

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From: E. JAMES FULK  
31478 E. FIRVIEW  
CRESWELL, OREGON 97426

State of Oregon, County of Klamath  
Recorded 11/19/03 10:19 a.m.  
Vol M03 Pg 85432-33  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2  
9<sup>00</sup> opa

RECORDING REQUESTED BY:  
E. JAMES FULK  
31478 E. FIRVIEW  
CRESWELL, OREGON 97426

When Recorded, Mail to:  
Same as Above  
MAIL TAX STATEMENT TO:  
Same as Before

SPACE ABOVE FOR RECORDER'S USE

**TRUST TRANSFER DEED**

Notice: This conveyance is to a trust not pursuant to a sale and is exempt from tax and the undersigned is the declarant and trustee on the effective date of this instrument. Consideration for this transfer is -\$0-.

**WARRANTY DEED**

ECKLE JAMES FULK, also known as E. JAMES FULK, hereby grants to the THE TRUST OF E. JAMES FULK, whose Trustee is, at the time of recording, E. JAMES FULK, whose successors and appointees are also named in that instrument known as the CERTIFIED EXTRACT OF TRUST AGREEMENT of said trust agreement, identified as EXHIBIT "B", attached hereto and made a part hereof, all that real property situated in the County of Klamath, State of Oregon, described as follows:

Lot 17, Block 8, Tract 1042, TWO RIVERS NORTH, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Date: October 16, 2003

James E. Fulk  
JAMES E. FULK

STATE OF OREGON )

)ss  
COUNTY OF LANE )

On this 16<sup>th</sup> day of October, 2003, before me, the undersigned Notary Public, appeared E. JAMES FULK, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

Witness my hand and official Seal.

Paulette C. Koontz  
Notary Public for the State of Oregon



My Commission Expires: 2/05/2007

TRUST TRANSFER DEED FOR THE TRUST OF E. JAMES FULK

26  
9 opa  
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**EXHIBIT "B"****CERTIFIED EXTRACT OF TRUST AGREEMENT  
THE TRUST OF E. JAMES FULK**

1. That **E. JAMES FULK** as settlor and trustee, executed a Declaration of Trust dated October 16. Said Declaration of Trust is entitled **THE TRUST OF E. JAMES FULK**.
2. That the current beneficiary under the terms of said Declaration of Trust is the settlor.
3. That the power and authority of the Trustee with respect to the Trust property includes, by way of illustration, the following:
  - A. To sell, exchange, convey, refinance, lease, repair, abandon, pledge for security, and exercise all the rights powers and privileges which an absolute owner of the same property would have regarding any property which the Trustee chooses to receive.
  - B. To open bank accounts, to borrow money with or without security, to receive all dividends, interest and other income and to compromise and settle claims. Any banking institution that establishes accounts in the name of the Trust is advised that there is nothing in the Declaration of Trust that requires any banking institution to exercise any discretion other than required in normal banking procedures. Any and all bank accounts, including checking and savings accounts, established in the name of the Trust by the Trustees shall be subject to withdrawal, and all checks drafts and other obligations of the trust shall be honored by said depositories upon the signature(s) of the Trustees.
  - C. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares in investment trusts, investment companies, mutual funds and mortgage participation.
  - D. To maintain and operate brokerage accounts with brokers.
  - E. To carry insurance, including life insurance on any person, at the expense of the trust of such kinds and in such amounts as the Trustee(s) deem advisable to protect the trust estate against any damage or loss and to protect the trustee against liability with respect to third parties. The insuring companies have no responsibilities other than to pay the claims and proceeds of the policies and are not required to examine the Declaration of Trust at any time.
4. Settlor is empowered to designate trustees and Successor Trustees and has appointed **TERESA L. PETERS** and **SHERI L. TONEY**, to serve as Successor Co-Trustees.

The settlor reserves the right to appoint trustees and successor trustees and to remove any trustee(s) from office at any time while alive. Unless otherwise stated in writing by the settlor, the trustee(s) of the Declaration of Trust shall be considered to be those mentioned above.

5. The enumeration of certain powers of the Trustee shall not be interpreted as a limitation of any right of the Trustee not so enumerated, the Trustee being vested with and having all rights, duties, powers and privileges which an absolute owner of the same property would have.

**END OF EXHIBIT "B"**