'04 NOV 8 AM9:45 <u>DEED IN TRUST</u>

pV

MAIL TO: Bryan E. Mraz 111 East Irving Park Road Roselle, IL, 60172

NAME & ADDRESS OF TAXPAYER: Launa M. Schumann Gardner 260 Springhill Drive – Apt. 102 Roselle, IL, 60172

- CHO CALL	/ol	M04	Page	76	59	32
------------	-----	-----	------	----	----	----

State of Oregon, County of Kla	amatł
State of Oregon, County of Kla Recorded 11/08/04	_m
Vol M04 Pg 76592-4	
Linda Smith, County Clerk Fee \$ 3/°° # of Pgs 3	
Fee \$ <u>3/00</u> # of Pas 3	

THE GRANTOR, LAUNA M. SCHUMANN GARDNER, divorced and not since remarried, of the County of DuPage and State of Illinois, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, Convey and Quit Claim unto LAUNA M. SCHUMANN GARDNER (the "Trustee"), not personally, but as Trustee under the provisions of that certain Declaration of Trust dated October 29, 2004 (the "Declaration"), and known as the Launa M. Schumann Gardner Trust Number One, whose address is 260 Springhill Drive, Apt. 102, Roselle, Illinois, 60172, and unto all and every successor or successors in trust under the Declaration, the following described real estate:

Lot 1 in Block 6 in Tract 1161 and 1/49th of Lot 1 of Block 11 in Tract 1161, High Country Ranch, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

It is mandatory that the grantee be a member of the High Country Ranch Road and Park Association and is subject to abide by the articles of association of the High County Ranch Road and Park Association recorded in Klamath County on September 12, 1979, Instrument No. 73846, Volume M79, Page No. 21734.

(the "Property")

PIN:

R841913 and R117395

Property Address:

TO HAVE AND TO HOLD the Property with the appurtenances upon the trusts and for the uses and purposes herein and in the Trust Declaration set forth.

Full power and authority are hereby granted to the Trustee to improve, manage, protect and subdivide the Property or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide the 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 the 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 the Trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property, or any part thereof; to lease the Property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 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 leave and options to renew leases and options to purchase the whole or 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 the Property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to the Property or any part thereof; and to deal with the 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.

In no case shall any party dealing with the Trustee in relation to the Property, or to whom the Property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to the 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 the Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement or in some amendment thereof and 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 successor or successors in trust have been properly appointed and 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 and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the 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 the Property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register a note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "upon condition" or "with limitation" or words of similar import, in accordance with the statute in such case made and provided.

And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantor has hereunto set her hand and seal as of October 29, 2004.

AUNA M. SCHUMANN GARDNER

OFFICIAL

BRYAN E. MRAZ NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 6/9/2007

SEAL

STATE OF ILLINOIS, COUNTY OF DU PAGE) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAUNA M. SCHUMANN GARDNER, divorced and not since remarried, personally known to me to be the same person whose name is subscribed to the foregoing Deed in Trust, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said deed as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, October 29, 2004.

Notary Public

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (e), SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW.

Date:

ate: <u>0c7. 27</u>, 200

Signature of Buyer, Seller

or Representative

This instrument was prepared by:

Bryan E. Mraz, 111 East Irving Park Road, Roselle, Illinois, 60172