

Until Change is requested, all tax statements shall be sent to the following address:
Gerald Romine
1933 Peppertree Drive
Gilbert, AZ 85204

M05-71724

Klamath County, Oregon

12/23/2005 02:10:17 PM

Pages 2 Fee: \$26.00

After Recording Return To:

Gerald Romine
1933 Peppertree Drive
Gilbert, AZ 85204

WARRANTY DEED TO TRUSTEE

Tax Parcel #: R-3909-005DB-01500-000

THIS WARRANTY DEED is made by and between Anita M. Matys, (hereinafter referred to as "Grantor"), and Beaver State Trust, Gerald Romine, as trustee, (hereinafter referred to as "Grantee"):

WITNESSETH: The Grantor, for and in consideration of the sum of Ten Dollars (\$ 10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remises, releases, transfers and conveys to the Grantee, all that certain land situated in Klamath County, State of Oregon to wit:

PARCEL 1:

Lot 9, Block 4, RIVERVIEW SECOND ADDITION, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

PARCEL 2:

A tract of land situated in the NW ¼ SE ¼ of Section 5, Township 39 Sought, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a ¼ inch iron pipe marking the Northeast corner of Lot 9, Block 4, RIVERVIEW SECOND ADDITION, said point being South 00° 30' 00" West 549.95 feet from the center quarter corner of said section 5: thence South 89° 30' 00" East 70.00 feet to a ½ inch iron pin; thence South 00° 30' 00" West, parallel with the East line of the said Riverview Second Addition, 106.50 feet to a ½ inch iron pin; thence North 89° 30; 00" West 70.00 feet to a ½ inch iron pin marking the Southeast corner of said Lot 9; thence North 00° 30' 00" East 106.50 feet to the point of beginning.

CODE 004 MAP 3909-005DB TL 01500 KEY #524817

CODE 004 MAP 3909- 005CA TL 02400 KEY #533079

Commonly known as: 2000 Beaver Avenue, Klamath Falls, OR 97601.

Together with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining. To have and to hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide 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 donate, 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 now or later, and upon any terms and for any period or periods of time 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 hereafter, to contract to make leases and to grant options to lease 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 renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, 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 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 said trustee in relation to said premises, to whom said premises 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 premises, 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; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of 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 executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS

Anita M Matys
Grantor:

Grantor:

STATE OF Oregon
COUNTY OF Hamath

On This 23rd Day of December, 2005, before me personally appeared _____

Anita Matys
whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

Sworn and subscribed before me this 23rd day of December, 2005.

(seal) Carla J Jantvold
NOTARY PUBLIC
My commission expires: 02/09/07

