

2018-008857

Klamath County, Oregon



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07/26/2018 09:31:57 AM

Fee: \$197.00

County of Klamath  
STATE OF OREGON  
I hereby certify that the within is a  
true and correct copy and the whole  
of the original  
Clerk of Court  
By \_\_\_\_\_  
Date \_\_\_\_\_

FILED  
STATE OF OREGON  
KLAMATH CIRCUIT COURT  
2018 JUL 25 PM 5:01  
BY: \_\_\_\_\_  
CLERK OF COURT

IN THE CIRCUIT COURT OF THE STATE OF OREGON COUNTY OF KLAMATH

Estate of )  
Case No.: )  
G. GLENDA RODEMOYER ) 18PB05750  
Decedent )  
Small Estate Affidavit  
[ORS 114.505 et seq]  
)  
)  
)  
)


1. Decedent's Name: G. Glenda Rodemoyer, Age: 75, Address: 501 N. 5<sup>th</sup> Street Rush Springs, OK 73082, Social Security Number 548-58-1290.
2. Date of Death: 02/19/2018, certificate attached
3. The property of the estate subject to Oregon administration consists of real property located at:
  - a. Lot 11, Block 115, Klamath Falls Forest Estates, Highway 66, Plat 4, and
  - b. Lot 12, Block 115, Klamath Falls Forest Estates, Highway 66, Plat 4

The two lots are were sold together as a unit and are believed to be valued at \$16,000.00.

on time processing  
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4. No application or petition for the appointment of a personal representative has been granted in Oregon.
5. The decedent died testate and a copy of the will is attached.
6. The decedent's heirs are the affiant, and two sons Dwayne Weil and Bradley E. Rodemoyer. A copy of the affidavit showing the date of filing will be mailed to them.
7. The sole devisee of the decedent is the affiant as trustee of the decedent's trust.
8. The devisee is entitled to a 100% interest in the above described property and no portion shall escheat.
9. Reasonable efforts have been made to ascertain the creditors of the estate.
10. All Oregon related expenses of and claims against the estate have been paid. No person is entitled to reimbursement from the estate.
11. There are no persons asserting claims against the estate which the affiant disputes.
12. A copy of the affidavit showing the date of filing will be mailed to the Department of Human Services and the Oregon Health Authority.
13. Claims against the estate not listed in the affidavit or in amounts larger than those listed in the affidavit may be barred unless:
  - a. A claim is presented to the affiant within four months of the filing of the affidavit at the address stated in the affidavit for presentation of claims; or
  - b. A personal representative of the estate is appointed within the time allowed under ORS 114.555.

Date: May 15, 2018



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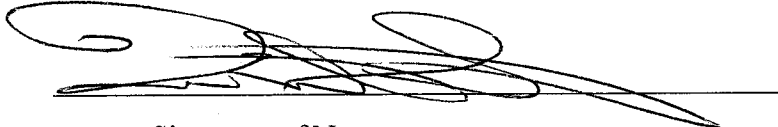
Steven D. Rodemoyer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

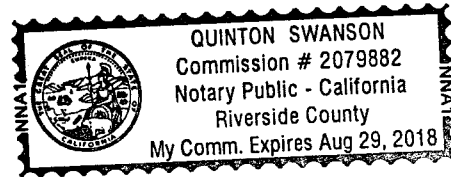
State of California )

County of Riverside )

Subscribed and sworn to (or affirmed) before me on this 15<sup>th</sup> day of May, 2018, by Steven D. Rodemoyer, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary





STATE OF OKLAHOMA  
CERTIFICATE OF DEATH

STATE FILE NUMBER

2018-005536

1. DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) GARELDENE GLENDA RODEMOYER				1a. LAST NAME PRIOR TO FIRST MARRIAGE MILLER		2. SEX FEMALE					
3. SOCIAL SECURITY NUMBER 548-58-1290		4. EVER IN US ARMED FORCES? NO		5a. AGE- Last birthday (years) 75		5b. UNDER 1 YEAR Months Days		5c. UNDER 1 DAY Hours Minutes		6. DATE OF BIRTH (Mo/Day/Yr) AUGUST 17, 1942	
7. BIRTHPLACE (City and State or Foreign Country) WHITTIER, CALIFORNIA				8a. RESIDENCE-State OKLAHOMA		8b. RESIDENCE-County GRADY		8c. RESIDENCE-City or Town RUSH SPRINGS			
8d. RESIDENCE-Zip Code 73082		8e. RESIDENCE-Inside City Limits? YES		8f. RESIDENCE-Street and Number 501 N. 5TH STREET				8g. RESIDENCE-Apt. Number			
9. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input checked="" type="checkbox"/> Divorced <input type="checkbox"/> Married, but separated <input type="checkbox"/> Unknown						10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)					
11a. FATHER'S NAME (First, Middle, Last) GARELD PARKER MILLER				11b. FATHER'S LAST NAME PRIOR TO FIRST MARRIAGE MILLER		12a. MOTHER'S NAME (First, Middle, Last) WILLIE LOIS MILLER		12b. MOTHER'S LAST NAME PRIOR TO FIRST MARRIAGE BOND			
13. DECEDENT OF HISPANIC ORIGIN? NO, NOT SPANISH/HISPANIC/LATINO				14. DECEDENT'S RACE WHITE				15. DECEDENT'S EDUCATION HIGH SCHOOL GRADUATE OR GED COMPLETED			
16. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED.) HOME DECORATOR						17. KIND OF BUSINESS / INDUSTRY CONSTRUCTION/INTERIOR DESIGN					
19a. INFORMANT'S NAME STEVEN RODEMOYER				19b. RELATIONSHIP TO DECEDENT SON		19c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 1280 CEDAR BREAKS WAY, SAN JACINTO, CALIFORNIA 92583					
19. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (specify)				20. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) ADVANCED CREMATION CARE CENTER				21. LOCATION - City, Town and State CHOCTAW, OKLAHOMA			
22. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY CALLAWAY-SMITH-COBB FUNERAL HOME, INC. - MARLOW, 415 W. MAIN ST., MARLOW, OKLAHOMA 73055						23. FUNERAL HOME DIRECTOR OR FAMILY MEMBER ACTING AS SUCH DAVID H. MURCH					
						24. FH ESTABLISHMENT LICENSE # 1165ES					

25. PLACE OF DEATH (Check only one: see instructions)													
IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival						IF DEATH OCCURRED OTHER THAN IN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing home/Long term care facility <input checked="" type="checkbox"/> Decedent's home <input type="checkbox"/> Other (specify):							
26. FACILITY NAME (If not institution, give street & number) 501 N. 5TH STREET				27. CITY OR TOWN, STATE AND ZIP CODE OF LOCATION OF DEATH RUSH SPRINGS, OKLAHOMA, 73082				28. COUNTY OF DEATH GRADY					
29. DATE OF DEATH (Mo/Day/Yr) FEBRUARY 19, 2018		30. TIME OF DEATH 09:29		31. WAS MEDICAL EXAMINER CONTACTED? YES		32. WAS AN AUTOPSY PERFORMED? NO		33. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?					
CAUSE OF DEATH (See instructions and examples)													
34. PART I. Enter the chain of events - diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. VALVULAR HEART DISEASE, OPERATED Due to (or as a consequence of): Sequentially list conditions, if any, leading to the cause listed on line a. b. Due to (or as a consequence of): Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST. c. Due to (or as a consequence of): d. Due to (or as a consequence of): 1853795										Approximate interval: Onset to death UNKNOWN		35. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I RECENT AORTIC VALVE REPLACEMENT	
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined				37. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input checked="" type="checkbox"/> Unknown if pregnant within the past year				38. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Probably <input checked="" type="checkbox"/> Unknown					
39. DATE OF INJURY (Mo/Day/Yr)		40. TIME OF INJURY		41. PLACE OF INJURY (e.g., Decedent's home; construction site; wooded area)		42. DESCRIBE HOW INJURY OCCURRED:		43. INJURY AT WORK?					
44. LOCATION OF INJURY: State: City or Town: Zip Code:				45. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (specify)									
46. CERTIFIER (Check only one) ATTENDING PHYSICIAN: <input type="checkbox"/> Physician in charge of the patient's care <input type="checkbox"/> Physician in attendance at time of death only To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. <input checked="" type="checkbox"/> MEDICAL EXAMINER On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated. Certifier: ERIC A PFEIFER, MD						47. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 34) ERIC A PFEIFER, MD 921 NE 23RD STREET OKLAHOMA CITY, OKLAHOMA 73105							
50. REGISTRAR'S SIGNATURE Kerry M Baker						48. LICENSE NUMBER 28422		49. DATE DEATH CERTIFIED (Mo/Day/Yr) FEBRUARY 25, 2018					
						52. DATE RECEIVED BY STATE REGISTRAR (Mo/Day/Yr) FEBRUARY 25, 2018							

Tuesday, February 27, 2018 1:23:03 PM



D03410258

This is a true and correct copy of the official record on file in the Office of Vital Statistics, Oklahoma City, Oklahoma, certified on the date stamped.

*Kelly M. Baker*

Kelly M. Baker  
State Registrar  
Office of Vital Statistics  
Department of Health



It is in violation of Oklahoma Statutes, Title 63, Section 1-324.1, to "prepare or issue any certificate which purports to be original, certified copy or copy of a certificate of birth, death or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

**CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.**

**VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW**

**WARNING:**

THIS DOCUMENT IS PRINTED ON SECURITY WATERMARKED PAPER AND CONTAINS SECURITY FIBERS. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.

THE DOCUMENT FACE CONTAINS A SECURITY BACKGROUND. THE BACK CONTAINS SPECIAL LINES WITH TEXT, EMBOSSED SEAL AND THERMOCHROMIC INK.

**THE  
LAST WILL AND TESTAMENT  
OF**

***Gareldene Glenda Miller-Rodemoyer***

**DECLARATION**

I, Gareldene Glenda Miller-Rodemoyer, a resident of the state of California and county of Riverside and being of sound mind and memory, do hereby make, publish, and declare this to be my last will and testament, thereby revoking and making null and void any and all other last will and testaments and/or codicils to last will and testaments heretofore made by me. All references herein to "**this Will**" refer only to this last will and testament.

**FAMILY**

At the time of executing this Will, I am unmarried. The names of my children are listed below. Unless otherwise specifically indicated in this Will, any provision for my children includes the below-named children as well as any child of mine hereafter born or adopted.

Steven Douglas Rodemoyer  
Dwayne Edward Weil  
Bradley Edwin Rodemoyer

**DEBT**

I direct that as soon as is practical after my death, the executor named pursuant to this Will review all of my just debts and obligations, including last illness and funeral expenses, except for those secured long-term debts that may be assumed by the beneficiary of such property, unless such assumption is prohibited by law or on agreement by the beneficiary. The executor is further directed to pay any attorneys' fees and any other estate administration expenses. The executor shall pay these just debts only after a creditor provides timely and sufficient evidence to support its claim and in accordance with applicable state law.

I direct that any estate, inheritance, and succession taxes, including any interest and penalties thereon, imposed by the federal government or any state, district, or territory, attributable to assets includible in my estate, passing either under or outside of this Will, be apportioned among the persons interested in my estate in accordance with applicable state and federal law. My executor is authorized and directed to seek reimbursement from the beneficiaries of my estate of any taxes paid by my executor to the extent allowed by law.

If my executor cannot collect from any person interested in the estate the amount of tax apportioned to that person, the amount not recoverable will be equitably apportioned among the other persons interested in the estate who are subject to apportionment.

If a person is charged with or required to pay tax in an amount greater than his or her prorated amount because another person does not pay his or her prorated amount, the person charged with or required to pay the greater amount has a right of reimbursement against the other person.

I further direct that if any beneficiary named in this Will is indebted to me at the time of my death, and evidence of such indebtedness is provided or made available to my executor, that share of my estate that I give to any and each such beneficiary be reduced in value by an amount equal to the proven indebtedness of such beneficiary unless: (i) I have specifically provided in this Will for the forbearance of such debt, or (ii) such beneficiary is the sole principal beneficiary.

### DISTRIBUTION

I give, devise and bequeath all of the rest, remainder and residue of my Estate, whether real or personal property of whatsoever kind or character and wherever situated, to the Trustee(s) of The Gareldene Glenda Miller-Rodemoyer Living Trust, dated 3 / 10, 2014 as then written or thereafter amended, to be added to the principal of that Trust and to be held, administered and distributed under the Declaration of Trust and any amendments made to it. If at the time of my death the Trust is revoked or fails for any reason, I incorporate herein by reference the terms of the Trust that are in effect on the date of the Trust's execution, and give the rest, remainder, and residue of my estate to the trustee named in said Trust, to be held, administered, and distributed in accordance with the terms of the Trust incorporated herein.



## EXECUTOR NOMINATION

I nominate Steven Douglas Rodemoyer to be the executor of this Will.

If, for any reason, my first nominee executor is unable or unwilling to serve or to continue to serve as executor of this Will, I nominate Douglas Parker Rodemoyer and Joseph Lawrence Rodemoyer to be the co-executors of this Will. If one of them is unable or unwilling to serve or to continue to serve as co-executor, the other one shall serve alone. During such time that co-executors are serving hereunder, they shall act by unanimous agreement.

If none of the nominated executors are able and willing to serve or continue to serve, and the vacancy is not filled as set forth above, the majority of estate beneficiaries shall nominate a successor executor. If the majority of estate beneficiaries are unable to nominate a successor executor, the vacancy will be filled pursuant to a petition filed in a court of competent jurisdiction by the resigning executor or any person interested in the estate.

## MISCELLANEOUS EXECUTOR PROVISIONS

The term "executor" includes any executrix, personal representative, or administrator, if those terms are used in the statutes of any state that has jurisdiction over all or any portion of my estate.

My executor will have broad and reasonable discretion in the administration of my estate to exercise all of the powers permitted to be exercised by an executor under state law, including the power to sell estate assets with or without notice, at either public or private sale, and to do everything he or she deems advisable and in the best interest of my estate and the beneficiaries thereof, all without the necessity of court approval or supervision. I direct that my executor perform all acts and exercise all such rights and privileges, although not specifically mentioned in this Will, with relation to any such property, as if the absolute owner thereof and, in connection therewith, to make, execute, and deliver any instruments, and to enter into any covenants or agreements binding my estate or any portion thereof.

If there are two co-executors serving, they shall act by unanimous agreement. If there are more than two co-executors serving, they shall act in accordance with the decision made by the majority of co-executors.



Subject to specific provisions to the contrary, I authorize my executor to distribute a share of my estate given to a minor beneficiary, up to the whole thereof, to a custodian under the applicable Transfers to Minors Act or Gifts to Minors Act, if in the executor's discretion, it is in the best interests of the beneficiary. The executor may also make distributions to a minor by making distributions to the guardian of the minor's person, or the guardian of the minor's estate.

No person named as an executor is required to post any bond.

I authorize my executor to make the following choices or elections in my executor's absolute discretion, regardless of the resulting effect on any other provisions of this Will or on any person interested in my estate or in the amount of any of the taxes referred to: (a) choose a valuation date for estate or inheritance tax purposes or choose the methods to pay estate or inheritance taxes; (b) elect to treat or use an item, for either federal or state tax purposes, as either an income tax deduction or as a deduction for estate or inheritance tax purposes; (c) determine when a particular item is to be treated as taken into income or used as a tax deduction, to the extent the law provides that choice; and (d) disclaim all or any portion of any interest in property passing to my estate at or after my death, even though any of these actions may subject my estate to additional tax liabilities. No person adversely affected by my executor's exercise of discretion under this clause is entitled to any reimbursement or adjustment, and my executor is not required to make any adjustment between income and principal or in the amount of any property passing under this Will as a result of any election under this provision.

I authorize my executor, without obtaining court approval, to employ professional investment counsel on such terms as my executor considers proper, and to pay the fees of investment counsel as an expense of administration of my estate. However, my executor is under no obligation to employ any investment counsel.

I authorize my executor either to continue the operation of any business belonging to my estate for such time and in such manner as my executor may consider advisable and in the best interest of my estate, or to sell or liquidate the business at such time and on such terms as my executor may consider advisable and in the best interest of my estate. Any such good faith operation, sale, or liquidation by my executor will be at the risk of my estate and without liability on the part of my executor for any losses that may result.

### **SIMULTANEOUS DEATH**

If it cannot be established if a beneficiary of my estate survived me, the provisions of the applicable Uniform Simultaneous Death Act, as amended, or any substantially similar successor act effective on the date of my death, will apply.


### **NONLIABILITY OF FIDUCIARIES**

Any fiduciary, including my executor and any trustee, who in good faith endeavors to carry out the provisions of this Will, will not be liable to me, my estate, my heirs, or my beneficiaries for any damages or claims arising because of their actions or inaction, or the actions of any predecessor fiduciary acting pursuant to this Will. My estate will indemnify and hold them harmless.

### **SAVINGS CLAUSE**

If a court of competent jurisdiction at any time invalidates or finds unenforceable any provision of this Will, such invalidation will not invalidate the whole of this Will. All of the remaining provisions will be undisturbed as to their legal force and effect. If a court finds that an invalidated or unenforceable provision would become valid if it were limited, then such provision will be deemed to be written, deemed, construed, and enforced as so limited.

IN WITNESS WHEREOF, I, the undersigned testator, declare that I sign and execute this instrument on the date written below as my last will and testament and further declare that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in this document, and that I am eighteen years of age or older, of sound mind and memory, and under no duress, menace, constraint or undue influence.

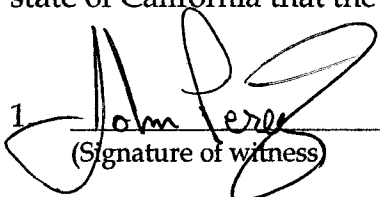
  
(Signature of Gareldene Glenda Miller-Rodemeyer)

Date: March 10 - 2014

### ATTESTATION CLAUSE

This last will and testament, which has been separately signed by Gareldene Glenda Miller-Rodemoyer, the testator, was signed, executed and declared by the above named testator as his or her last will and testament in the presence of each of us. We, in the presence of the testator and each other, at the testator's request, hereby subscribe our names as witnesses to the declaration and execution of the last will and testament by the testator, and we declare that, to the best of our knowledge, said testator is eighteen years of age or older, of sound mind and memory and that this last will and testament was not procured by duress, menace, fraud or undue influence. We further declare that each of us is age 18 or older and a competent witness.

Each of us declares under the penalty of perjury under the laws of the state of California that the foregoing is true and correct.

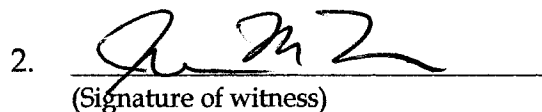
1.   
(Signature of witness)

Date: 10 MAR 14

John Perez  
(Print Name)

1298 Cedar breaks  
(Address)

San Jacinto, CA 92583  
(City, State, ZIP)

2.   
(Signature of witness)

Date: 3/10/14

JOHN M. Fisher  
(Print Name)

208 Dusk Lane  
(Address)

SAN JACINTO CA 92582  
(City, State, ZIP)

## STATEMENT OF INTERMENT, CREMATION and WISHES

I, Gareldene Glenda Miller-Rodemoyer, the undersigned, having previously executed a last will and testament on the date hereof, hereby state that in addition to the directives and bequests set forth in said last will and testament, it is my desire that my remains be interred in a burial plot.

My further wishes are as follows: If space is available, the San Jacinto Valley Cemetery. When a lot is located, purchasing two or more neighboring or adjoining lots.

Dated: January 28, 2014 Gareldene Glenda Miller-Rodemoyer  
(Signature of Gareldene Glenda Miller-Rodemoyer)

## WITNESS ATTESTATION CLAUSE

This statement of interment, cremation, and wishes, which has been separately signed by Gareldene Glenda Miller-Rodemoyer, was signed, executed, and declared in the presence of each of us. We, in the presence of Gareldene Glenda Miller-Rodemoyer and each other, under penalty of perjury, hereby subscribe our names as witnesses to the declaration and execution of the statement of interment, cremation, and wishes by Gareldene Glenda Miller-Rodemoyer, and we declare that, to the best of our knowledge, Gareldene Glenda Miller-Rodemoyer is eighteen years of age or older, of sound mind and memory, and under no constraint or undue influence.

1. John Perez  
(Signature of witness)  
Date: 10 MAR 14

John Perez  
(Print Name)  
1298 Cedar Cedar Breaks  
(Address)  
San Jacinto, CA 92583  
(City, State, ZIP)

2. John M. Fisher  
(Signature of witness)  
Date: 3/10/14

JOHN M. FISHER  
(Print Name)  
2808 Turk Lane  
(Address)  
SAN JACINTO CA 91582  
(City, State, ZIP)

# DECLARATION OF TRUST

## The Gareldene Glenda Miller-Rodemoyer Living Trust (the "Trust")

This DECLARATION OF TRUST (this "**Declaration**") is made and executed on the date below by and between the herein-named grantor and trustee. This trust created herein will be known as The Gareldene Glenda Miller-Rodemoyer Living Trust (the "**Trust**").

WITNESSETH:

### 1. FAMILY

At the time of executing the Trust, the grantor, Gareldene Glenda Miller-Rodemoyer, also known as Gareldene Glenda Rodemoyer, (the "Grantor") is unmarried. The names of Gareldene Glenda Miller-Rodemoyer's children are listed below. Unless otherwise specifically indicated in the terms of this Trust, any provision for Gareldene Glenda Miller-Rodemoyer's children includes the children below and any child of Gareldene Glenda Miller-Rodemoyer hereafter born or adopted.

Steven Douglas Rodemoyer  
Dwayne Edward Weil  
Bradley Edwin Rodemoyer

### 2. TRUST PROPERTY

The Grantor declares that he or she has set aside and caused the transfer of all of his or her right, title, and interest in and to the property described in Schedule A to the Trust (together with any other property added to the Trust, the "**Trust Property**") for the use, benefit, and enjoyment of the beneficiaries named herein. At any time hereafter, the Grantor may transfer any other real or personal property to the Trust. The Trust may also receive property from any other source, including pursuant to the Grantor's last will and testament. The Trust Property will be held, administered, and distributed as set forth in the Trust and any subsequent amendments to it.

### 3. **AUTHORITY, POWER, and RIGHTS OF GRANTOR**

(a) Amend and Revoke. The Grantor has the authority, power, and right to amend, modify, or revoke the Trust. The Grantor is not required to give prior notice to or obtain the consent of any beneficiary or trustee hereunder before making such changes. All amendments, notices, or other documents and instruments affecting or furthering the purposes of this Declaration must be in a signed writing delivered to the trustee.

(b) Appointment of Trustee. The Grantor may at any time appoint, substitute, or otherwise change the person designated to act as trustee or successor trustee hereunder. The Grantor is not required to give notice to or obtain the consent of any such trustee, successor trustee, or beneficiary before making such changes.

(c) Right to Income and Principal. During his or her lifetime, the Grantor will be exclusively entitled to all net income and as much principal from the Trust Property as the trustee determines is necessary for the Grantor's health, education, maintenance, support, comfort, and welfare, and these amounts will be distributed at least annually.

(d) Homestead. The Grantor reserves the right to reside in any residential real property conveyed or transferred to the Trust rent-free and without charge (except for mortgage payments, taxes, insurance, maintenance, and other related expenses) during his or her lifetime, it being the intent of this provision to preserve the requisite beneficial interest and possessory right of the Grantor in and to such real property in accordance with the applicable provisions of state homestead or similar laws, and to ensure that the Grantor does not lose eligibility for a state homestead tax exemption for which he or she otherwise qualifies.

### 4. **APPOINTMENT OF TRUSTEE**

(a) Gareldene Glenda Miller-Rodemoyer will be the initial trustee of the Trust, with all of the rights, privileges, and responsibilities set forth herein.

(b) If at any time the initial trustee resigns or cannot serve due to death, disability, or incapacity, Steven Douglas Rodemoyer will be the successor trustee of the Trust and each subtrust of the Trust, if any. If such nominee is unable or unwilling to serve for any reason, Douglas Parker Rodemoyer and Joseph Lawrence Rodemoyer will be the successor co-trustees. If one of them is



unable to serve or to continue to serve as trustee, the others of them shall serve or continue to serve as co-trustees. If only one of them is able and willing to serve or to continue to serve, the remaining trustee shall serve alone. The successor trustees will assume the active administration of the Trust in accordance with the provisions set forth herein. Any successor trustee will have all of the powers, duties, authority, and discretion herein and by law granted to the initial trustee. If there are two co-trustees serving, they shall act by unanimous agreement. If there are more than two co-trustees serving, they shall act in accordance with decisions made by the majority of the co-trustees.

(c) A successor trustee's authority and power may be subsequently terminated by the Grantor without the consent of, or prior notice to, that successor trustee, if the initial trustee has sufficiently recovered from any physical or mental impairment that prevented the initial trustee from being able to fully and competently administer the Trust.

(d) As used in this Trust, the terms "disability" and "incapacity" refer to a person's physical or mental inability to properly manage his or her own financial affairs, as established by the written opinion of two licensed medical doctors, one of whom must be such person's primary care physician, if any. Any healthcare provider is authorized to disclose to the successor trustee any pertinent individually identifiable health information sufficient to determine whether the trustee is physically or mentally capable of managing his or her own financial affairs. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all other applicable state and federal law, and each successor trustee constitutes a trustee's "personal representative" as defined by HIPAA.

## **5. POWERS AND DUTIES OF TRUSTEE**

(a) General Powers and Duties. The trustee under this Declaration will have all powers necessary and appropriate to administer the Trust, including all powers granted under California law, subject to the trustee's fiduciary duties to the Grantor and beneficiaries and any restrictions or limits set forth under California law. The trustee may exercise all powers without the approval or supervision of any court, the Grantor, or any beneficiary.

(b) Residual Assets. After all specific bequests have been made, the residual Trust Property will be distributed to the following beneficiaries in the percentages set forth below:

- 1) Name: Steven Douglas Rodemoyer  
Percentage: 99.08%

If such beneficiary is not then living, that share of the Trust Property that would have been given to such beneficiary will be equally distributed to: Douglas Parker Rodemoyer and Joseph Lawrence Rodemoyer.

- 2) Name: Bradley Edwin Rodemoyer  
Percentage: 0.01%

- 3) Name: Dwayne Edward Weil  
Percentage: 0.01%

#### **7. DISTRIBUTION IF NO LIVING BENEFICIARIES**

If at any time before full distribution of the Trust Property all of the beneficiaries are deceased and this instrument directs no other disposition of the Trust Property, the remaining portion of the Trust Property will then be distributed to the Grantor's heirs at law, determined according to the laws of intestate succession.

#### **8. NONLIABILITY OF THIRD PARTIES**

(a) The Trust is created with the express interest and understanding that any third parties, including but not limited to agents, employees, or vendors, who, on the written request of the Grantor or under the color of authority granted to the trustee in this Declaration, perform any duties or render any services in furtherance of the purposes and intents of this Trust, absent any showing of fraud or bad faith, will be under no liability for the proper administration of any assets or properties being the subject of that third party's acts.

(b) This limitation of liability gives specific protection to any third party who acts, performs, or renders any services pursuant to any notice, instrument, or document believed (and represented) to be genuine, and to have been signed and presented by the proper parties.

(c) It is further the express intent of the Grantor that the nonliability of all third parties be given broad and prospective application. In particular, a depository, custodial agent, financial institution, or any other person or entity acting in a fiduciary capacity with regards to any Trust Property will suffer no liability and will incur no express or implied obligations when acting in the capacity of a transferor, on proper request, of any assets or property either sought to be or constructively comprising the Trust Property.

## 9. MISCELLANEOUS

(a) Physical Segregation of Trust Shares Not Required. If more than one trust is created under this Declaration, the trustee is not required to physically segregate or divide the assets of the various trusts, except if physical segregation or division is required on the termination of any of the trusts. Notwithstanding the forgoing, the trustee shall maintain separate books and records for each separate trust.

(b) Distribution Authority. If the trustee is required by this Declaration to divide any Trust Property into parts or shares, for the purpose of distribution or otherwise, the trustee is authorized, in the trustee's sole discretion, to make that division and distribution in identical interests, in kind, or partly in kind or partly in money, pro rata or non pro rata. For this purpose, the trustee may sell such Trust Property not specifically devised as the trustee deems necessary.

(c) Liability for Estate Taxes. Any estate, inheritance, and succession taxes, including any interest and penalties thereon, imposed by the federal government or any state, district, or territory, attributable to Trust Property includible in the Grantor's estate, will be apportioned among the persons interested in the Trust in accordance with applicable state and federal law. The trustee is authorized and directed to seek reimbursement from the beneficiaries of the Trust of any taxes paid by the trustee to the extent allowed by law. If the trustee cannot collect from any person interested in the Trust the amount of tax apportioned to that person, the amount not recoverable will be equitably apportioned among the other persons interested in the Trust who are subject to apportionment. If a person is charged with or required to pay tax in an amount greater than his or her prorated amount because another person does not pay his

or her prorated amount, the person charged with or required to pay the greater amount has a right of reimbursement against the other person.

(d) Spendthrift Provision. No interest in the principal or income of any trust created under this Declaration may be anticipated, assigned, encumbered, or subjected to a creditor's claims or legal process until it is actually received by the beneficiary. This spendthrift provision constitutes one of the material purposes of the trusts created hereunder.

(e) Payments to Minor Beneficiaries. The trustee may make distributions of a minor's trust share, up to the whole thereof, to the guardian of the minor's person or a custodian for the minor under state law, or may apply distributions directly for the minor's benefit.

(f) Qualified Subchapter S Trust Provision. It is the Grantor's intent that any trust created herein holding stock in a qualified subchapter S corporation, if any, for any beneficiary qualify as a qualified subchapter S trust ("QSST"). A QSST will have one current income beneficiary and the income of that trust will be distributed at least annually. If a trust is comprised of shares in a "small business corporation," as defined in Section 1361 of the Code or any successor thereto, the trustee may segregate said trust property into a separate trust and, as trustee, may modify the terms of said trust (if necessary) so that said trust will be a QSST as defined in the Code or any successor thereto. The trustee shall make any such modification by a written document signed by the trustee and delivered to the beneficiary of said trust or to the guardian of any minor beneficiary or conservator of any incompetent beneficiary. As long as an election under Section 1362 of the Code or any successor thereto is in effect, the terms of the so-called QSST will continue for so long as necessary. When the trust property is no longer comprised of small business corporation stock or a Section 1362 election has not been made, the special QSST will terminate and the trust property will be held in accordance with the terms of the original trust.

(g) Bond. Each trustee of a trust created under this Declaration may serve without bond.

(h) Governing Law. This Trust will be construed and enforced in accordance with the laws of the state of California.

(i) Severability. If a court of competent jurisdiction at any time invalidates or finds unenforceable any provision of this Trust, such invalidation will not invalidate the whole of this Trust. All of the remaining provisions will be undisturbed as to their legal force and effect. If a court finds that an invalidated or unenforceable provision would become valid if it were limited, then such provision will be written, deemed, construed, and enforced as so limited.

(j) Perpetuities Savings. Despite any other provision of this Trust to the contrary, the Trust will terminate no later than 21 years after the death of the last surviving beneficiary who is living at the time of the Grantor's death.

IN WITNESS WHEREOF, the Grantor has executed this declaration of trust on the date written below.

Gareldene Glenda Miller-Rodemoyer  
Signature of Gareldene Glenda Miller-Rodemoyer, as Grantor

Date: January 28-2014

Gareldene Glenda Miller-Rodemoyer  
Signature of Gareldene Glenda Miller-Rodemoyer, as Trustee of The Gareldene Glenda Miller-Rodemoyer Living Trust

Date: January 28-2014

#### ACKNOWLEDGMENT

State of California

County of Riverside

On Jan 28, 2014, before me, DIANA L. DECKMAN, a Notary Public personally appeared Gareldene Glenda Miller-Rodemoyer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature See Attached (Seal)

## ACKNOWLEDGMENT

State of California  
County of Riverside \_\_\_\_\_)

On 01/28/2014\_\_ before me, Diana L. Deckman, notary public \_\_\_\_\_  
(insert name and title of the officer)

personally appeared Gareldene Glenda Rodemoyer \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)





## ATTESTATION AND DECLARATION OF WITNESSES

In our presence, the above-named Grantor has declared or signified that this instrument is his or her declaration of trust and has signed and executed that instrument, and in the presence of the Grantor and each other we have hereunto subscribed our names on the date set forth under our signature.

1. \_\_\_\_\_  
(Signature of witness) (Print Name)

Date: \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP)

2. \_\_\_\_\_  
(Signature of witness) (Print Name)

Date: \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, ZIP)

## Schedule A

### Trust Property

All of the Grantor's interest in the following property is transferred into the Trust:

The real property located at:

- Lot 11 & 12 33735 Buffalo Lane  
Bonanza, Oregon 97623  
Type of Property: Vacant Lot

The following financial accounts:

- Coast Central Credit Union  
Account Type: Checking, Savings, Certificate of Deposit
- Chase Bank  
Account Type: Checking

The following contract interests:

- Royalty from Gas/Oil  
Entered into with: XTO Energy
- Installment Note  
Entered into with: Duane C. Lindgren  
Dated: April 29, 2011

The following additional property:

- All personal property, including but not limited to jewelry, household furniture and furnishings, clothes and other personal items