

2024-008631

Klamath County, Oregon



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10/03/2024 02:31:45 PM

Fee: \$112.00

AFTER RECORDING RETURN TO:

Matthew T. Parks
Parks & Ratliff, P.C.
620 Main Street
Klamath Falls, OR 97601

GRANTOR'S NAME AND ADDRESS:

Donald Ray Collins
3262 Hammer Street
Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS:

Donald Ray Collins, Trustee
The Amended and Restated
Donald Ray Collins Family Trust, uad 09-10-2012
3262 Hammer Street
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO:

Donald Ray Collins, Trustee
3262 Hammer Street
Klamath Falls, OR 97601

BARGAIN AND SALE DEED

DONALD RAY COLLINS, hereinafter referred to as grantor, conveys to **DONALD RAY COLLINS, TRUSTEE OF THE AMENDED AND RESTATED DONALD RAY COLLINS FAMILY TRUST, uad 09-10-2012**, hereinafter referred to as grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Lot 9, Tract 1315, WOODWORTH PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Property ID No.: 891707
Map Tax Lot No.: 3909-012BA-14200

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration; i.e., for estate planning purposes

IN WITNESS WHEREOF, the grantor has executed this instrument this 3 day of October, 2024.

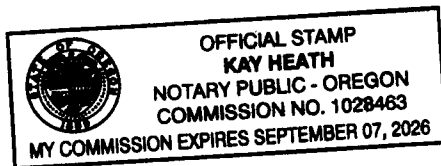
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS

AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Donald Ray Collins
Donald Ray Collins

STATE OF OREGON, County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 3 day of OCTOBER, 2024, by Donald Ray Collins.



Kay Heath
NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026

CERTIFICATION OF TRUST

CERTIFICATE OF TRUST (ORS 130.860)

1. **Date of Existence and Execution of Trust.**

The trust was executed on February 17, 1989, restated on September 10, 2012, and is currently in existence.

2. **Trustor/Trustee.**

a. The Trustor is: DONALD RAY COLLINS

b. The currently acting co-Trustees is: DONALD RAY COLLINS

3. **Trust Powers.**

The powers of the Trustee are as follows:

The Trustee is empowered to do all things appropriate for the orderly administration of the trust subject to the Trustee's power and control, unless otherwise specifically provided herein. Without limiting this general power, and without limitation of other powers hereby granted or otherwise possessed by the Trustee, including those specified in the Uniform Trustees' Powers Act in effect in Oregon as it may be amended from time to time, the Trustee shall have the following powers and discretion, which the Trustee shall exercise in such manner and upon such terms and conditions as the Trustee shall deem necessary, desirable or convenient:

11.1 Powers of Trustee. In the administration of any property, real or personal, at any time forming a part of the Trust Estate, including accumulated income, and in the administration of any trust created hereunder, the Trustee, in addition to and without limitation of the powers conferred on trustees under *California Probate Code Section 16200 et seq.*, as amended or any successor thereto, or otherwise provided by law, shall have the following powers to be exercised in the absolute discretion of the Trustee, except as otherwise expressly provided in this Agreement:

(a) To retain such property for any period, whether or not the same is of the character permissible for investments by fiduciaries under any applicable law and without regard to the effect any such retention may have upon the diversity of investments;

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, such property, at public or private sale, with or without security, in such manner, at such times, for such prices, and upon such terms and conditions as the Trustee may deem advisable;

(c) To invest and reinvest in common or preferred stocks, securities, limited liability companies, investment trusts, mutual funds, regulated investment companies. Bonds and other property, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law,

and without regard to the effect any such investment may have upon the diversity of investments;

(d) To render liquid the Trust Estate or any trust created hereunder in whole or in part, at any time and from time to time, and to hold unproductive property, cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable;

(e) To lease any such property beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust created hereunder;

(f) To join or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository of trustee, and to pay any fees, expenses and assessments incurred in connection therewith, and to charge the same to principal, and to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges;

(g) To form one or more corporations or limited liability companies, alone or with any person, in any jurisdiction, and to transfer assets to any new or existing corporation or limited liability company in exchange for stock or membership interests; to form one or more partnerships with any person in any jurisdiction, to have any trust or a nominee by a general or limited partner, and to transfer assets to any new or existing partnership as a capital contribution, to enter into one or more joint ventures or associations with any person in any jurisdiction, and to commit assets to the purposes of those ventures or associations; and to retain as an investment for any period any securities, partnership interests or other assets resulting from any such actions;

(h) To vote in person at meetings of stock or security holders and adjournments thereof, and to vote by general or limited proxy with respect to any stock or securities;

(i) To hold stock and securities in the name of a nominee without indicating the trust character of such holding, or unregistered or in such form as will pass by delivery, or to use a central depository and to permit registration in the name of the nominee;

(j) To initiate or defend, at the expense of the Trust Estate, any litigation relating to this Agreement or any property of the Trust Estate which the Trustee considers advisable, and to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the Trust Estate or any trust created hereunder against others or of others against the same as the trustee may deem advisable, including the acceptance or deeds or real property in satisfaction of notes, bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable;

(k) To borrow money for any purpose from any source, including any trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property;

(l) To possess, manage, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage, deed of trust or similar instrument thereof; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and advance any income of the trust for the amortization of any mortgage, deed of trust or similar instrument on property held in the trust;

(m) To purchase from the legal representatives of the estate of the Settlor or from the trustees of any trust established by the Settlor any property constituting a part of such estate or trust at its fair market value and to make loans for adequate consideration to such legal representatives or trustees, upon such terms and conditions as the Trustee may determine in the absolute discretion of the Trustee;

(n) To carry insurance of the kinds and in the amounts which the Trustee consider advisable, at the expense of the Trust Estate, to protect the Trust Estate and the Trustee personally against any hazard;

(o) To make distribution of the Trust Estate or of the principal of any trust created hereunder in cash or in kind, or partly in kind, and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution, and to determine the fair valuation of the property so allocated, with or without regard to the tax basis; to hold the principal of separate trusts in a consolidated fund and to invest the same as a single fund; and to merge any trusts which have substantially identically terms and beneficiaries, and to hold them as a single trust;

(p) To employ and pay the compensation of accountants, attorneys, experts, custodians, agents and other persons or firms providing service or advice, irrespective of whether the trustee may be associated therewith, to delegate discretionary powers to such persons or firms; and to rely upon the information or advice furnished thereby or to ignore the same, as the trustee in its discretion may determine;

(q) To change the situs and/or governing law of any trust hereunder to any state the Trustee may from time to time deem advisable, and to take any such further actions, including without limitation the amendment to the terms of the trust and the moving of trust assets, as may be necessary or advisable to effectuate such change;

(r) to execute and deliver any and all instruments or writings which it may deem advisable to carry out any of the foregoing powers; and

(s) To exercise all such rights and powers and to do all such acts and enter into all such agreements as persons owning similar property in his/her own right might lawfully exercise, do or enter into.

4. **Mailing Address.**

The mailing address of the Trustee is:
3262 Hammer Street
Chiloquin, OR 97603

5. **Revocability.**

The trust is revocable by the Trustor. No other person has the power to revoke the trust.

6. **Modification or Amendment.**

The trust may be modified or amended by the Trustor.

7. **Trust Taxpayer Identification Number.**

The Trustor's Social Security Number is: [REDACTED]

8. **Title to Trust Assets.**

Title to the Trust assets should be taken in the name of: **DONALD RAY COLLINS, TRUSTEE OF THE AMENDED AND RESTATED DONALD RAY COLLINS FAMILY TRUST, uad 09-10-2012.**

9. **Statement of Current Status.**

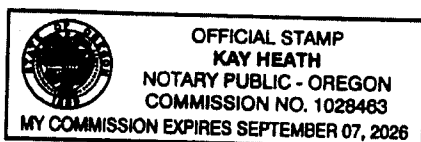
As of this date, the trust has not been revoked, modified or amended in any manner that would cause the representations contained in the Certification to be incorrect.

THE ABOVE IS CERTIFIED TO BE TRUE AND ACCURATE this 3 day of October, 2024.

Donald Ray Collins
Donald Ray Collins, Trustee

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 3 day of October, 2024, by Donald Ray Dollins, as Trustee of the Amended and Restated Donald Ray Collins Family Trust, uad 09-10-2012.



Kay Heath
NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026

DECLARATION OF COUNSEL

I, MATTHEW T. PARKS, under penalty of perjury, hereby declare that:

1. I am an attorney at law, practicing with the firm of Parks & Ratliff, P.C., of 620 Main Street, Klamath Falls, Oregon 97601.

2. I have examined The Amended and Restated Donald Ray Collins Family, Trust, dated 09-10-2012 (the "Trust Agreement").

3. I prepared the within Certification of Trust at the behest of Donald Ray Collins, Trustee, after determining that it was appropriate to do so under the terms and conditions of the Trust Agreement, and in accordance with Oregon law.

I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

DATED: October 3rd, 2024.


Matthew T. Parks, OSB #000895