



92710

Filed for Record at Request of

NAME CASE & DUSTERHOFF  
ADDRESS 1602 Orbanco Bldg.  
1001 S.W. Fifth Avenue  
CITY AND STATE Portland, Oregon 97213

THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT OF WRITING FILED BY  
C. Bruce Dusterhoff  
OF 10015 W 5th Ave Portland, Ore  
AT 3:45 M 7-1 19 81  
WAS RECORDED IN BOOK 79  
OF Rec'd AT PAGE 896  
RECORDS OF SKAMANIA COUNTY, WASH.  
Jack Minsinger  
COUNTY AUDITOR  
E. Mansfield  
DEPUTY

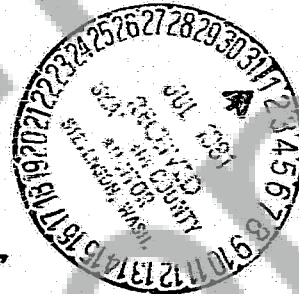
QUIT CLAIM DEED

THE GRANTOR ARTHUR J. BALOGH, a single man  
for and in consideration of Love and Affection

conveys and quit claims to ARTHUR J. BALOGH, trustee under instrument dated this 29th day of May, 1981, for the benefit of GARY L. BALOGH a 33% undivided interest as the following described real estate, situated in the County of Skamania, State of Washington, including any after acquired title: tenant-in-common.

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-Eight (28), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

This conveyance is for the purpose of completing the transaction initiated March 4, 1977, which was intended to clear title of the above property into Grantor's name and then a conveyance back to Grantor and his two sons of a one-third interest, as part of one continuous transaction, not completed due to mistake and inadvertence in the document drafting.



No. 8293  
**TRANSACTION EXCISE TAX**  
JUL 1 1981  
Amount Paid Eight  
Skamania County Treasurer  
By Beverly J. Phillips

Dated May 29 19 81  
none pro tunc August 1, 1977  
A. J. Balogh  
(Individual)  
(Individual)

By \_\_\_\_\_ (President)  
By \_\_\_\_\_ (Secretary)

STATE OF ~~WASHINGTON~~ Oregon  
COUNTY OF ~~Multnomah~~ Multnomah

STATE OF ~~WASHINGTON~~ Oregon  
COUNTY OF ~~Multnomah~~ Multnomah

On this day personally appeared before me  
Arthur J. Balogh  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

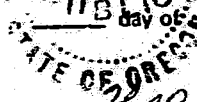
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ Oregon, commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of

GIVEN under my hand and official seal this 29th day of May, 19 81  
Eric A. McDonald  
Notary Public in and for the State of ~~Washington~~ Oregon, residing at Portland

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.  
Notary Public in and for the State of ~~Washington~~ Oregon, residing at \_\_\_\_\_

In compliance with County subdivision ordinance - By: \_\_\_\_\_



TRUST AGREEMENT - IRREVOCABLEPARTIES:

The parties to this trust agreement are Arthur J. Balogh (grantor) and Arthur J. Balogh (trustee), for the benefit of Gary L. Balogh, beneficiary.

DECLARATIONS:

Grantor owns the property listed on Schedule A, attached hereto and incorporated herein. The grantor and trustee are the same person.

TERMS:

The parties agree:

1. Transfer into Trust

- (a) Grantor hereby transfers a 45 percent undivided interest as tenant-in-common in the real and personal property mentioned in the declarations to trustee to be held by trustee under the terms of this trust agreement.
- (b) Trustee shall forthwith transfer the legal title to the trust property from grantor to trustee to be held by trustee under the designation:  
  
Arthur J. Balogh, trustee under instrument dated this 29<sup>th</sup> day of May, 1981, for the benefit of Gary L. Balogh.
- (c) Grantor may from time to time transfer other money or property that he may own to trustee under this trust agreement.

2. Trust Income

- (a) Trustee shall pay or apply all or any part of the net trust income for the necessary maintenance, care and health, of Gary L. Balogh.
- (b) Any net trust income not paid or applied by trustee under subsection (a) shall be added to trust principal.

3. Trust Principal

Trustee in his discretion shall pay or apply all or any part of the trust principal for the necessary maintenance, care and health of Gary L. Balogh.

4. Trustee's Authority

Trustee shall have all authority helpful and appropriate to the duties under this trust including, but not limited to, authority to:

- (a) transfer title to trust income or principal;
- (b) invest, sell and reinvest trust income and principal in such manner as trustee deems prudent without being limited to fiduciary investments;
- (c) purchase as trust principal any real or personal property as trustee deems to be in the best interests of the trust; and
- (d) pay all reasonable and necessary trust expenses from trust income or principal as trustee deems best.

5. Compensation and Expenses

All reasonable and necessary trust expenses shall be paid from trust income or trust principal.

6. Successor Trustee

Gary L. Balogh shall be the successor trustee under this agreement in the event the trustee dies, or resigns. In the event Gary L. Balogh is unwilling or unable to be the successor trustee, then Richard A. Balogh shall be the successor trustee. Any successor trustee under this agreement shall be treated for all purposes as the trustee under this agreement. Grantor shall not have the right to remove any trustee or successor trustee.

7. Irrevocable Trust

This trust is irrevocable. Neither the grantor nor any other person has the power to amend this agreement, or to withdraw assets from the trust (other than for the use of the beneficiary as provided in this agreement).

8. End of Trust

This trust shall end on the earlier of the day of grantor's death, or January 1, 1992. At the end of the trust, trustee shall wind up its affairs and convey free of trust all accumulated trust income and all trust principal to Gary L. Balogh.



9. Assignment

Neither the principal nor the income of the trust estate shall be liable for the debts of any trust beneficiary, nor shall the same be subject to seizure by any creditor of any trust beneficiary under any lien or proceeding at law or in equity, and any trust beneficiary shall not have power to sell, assign, transfer, encumber, or in any other manner to anticipate or dispose of his interest in the trust estate or the trust income.

10. Miscellaneous

- (a) This written trust agreement constitutes the entire contract between the parties.
- (b) This trust agreement shall be governed by the laws of the State of Oregon and, where applicable, the laws of the United States of America.

Dated this 29th day of May, 1981.

ACCEPTED:

A. B. Balogh  
Trustee

A. B. Balogh  
Grantor

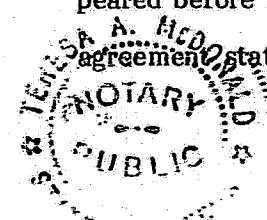
Arthur of Balogh and Arthur of Balogh signed the foregoing trust agreement in our presence this 29th day of May, 1981.

P. Will Street  
Witness

Gene A. McDonald  
Witness

STATE OF OREGON )  
County of Multnomah ) SS.

Arthur of Balogh and Arthur of Balogh personally appeared before me on May 29th, 1981, and signed the foregoing trust agreement stating that it was signed by each of them freely and voluntarily.



Gene A. McDonald  
Notary Public for Oregon  
My commission expires: 1-27-84

SCHEDULE A

The real property, together with the personal property situated thereon, located in Skamania County, Washington, legally described as:

The Southwest Quarter (SW 1/4) of Section Twenty-Eight (28), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

Unofficial  
Copy