THIS SPACE RESERVED FOR RECORDER'S USE

LEY CERTIFY THAT THE WITHIN

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ST TOTAL STONE SS

92712

Filed for Record at Request of

CASE & DUSTERHOFF 1602 Orbanco Bldg. 1001 S.W. Fifth Avenue Portland, Oregon 97204 **ADDRESS** CITY AND STATE

THE GRANTOR ARTHUR J. BALOGH, a single man

for and in consideration of Love and Affection

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

QUIT CLAIM DEED

The Southwest Quarter (SW %) 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 the 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.

> TRANSACTION EXCISE TAX JUL_1 1991 Amouni Paid_________ Skamania County Treasurer 19_81

> > STATE OF WASHINGTON Oregon COUNTY OF Mil thomah

personally appeared.

to me known to be the

(President)

(Secretary)

19 ____, before me, the undersigned, a Notary Public in and for the State of the St

the corporation that executed the foregoing instrument, and

acknowledged the said instrument to be the free and volun-

tary act and deed of said corporation, for the uses and pur-

day of

President

Secretary, respectively, of

STATE OF WASHINGTON Oregon COUNTY OF Multnomah

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

tung August 1, 1977

(Individual)

(Individual)

be signed the same as his

free and voluntary act and deed, for the uses and purposes

GIVEN under to hand and official seal this 29th

Clark Clay

compliance with Gounty sub-division ordinances maria County Assessor - By: X

> poses therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of and for the State of Williams, residing Witness my hand and official seal hereto affixed the day and year first above written. Notary Public in and for the State of William, residing L5 83276

TRUST AGREEMENT - IRREVOCABLE

PARTIES:

The perties to this trust agreement are Arthur J. Balogh (grantor) and Arthur J. Balogh (trustee), for the benefit of Richard A. 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 271 day of May, 1981, for the benefit of Richard A. Balogh.
- (e) 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 Richard A. 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 Richard A. 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;
- 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

Richard A. Balogh shall be the successor trustee under this agreement in the event the trustee dies, or resigns. In the event Richard A. Balogh is unwilling or unable to be the successor trustee, then Gary L. 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 ell accumulated trust income and all trust principal to Richard A. 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

3 - TRUST AGREEMENT - IRREVOCABLE

- (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 215 day of 12501.	
ACCEPTED:	
Trustee Trustee Crantor Grantor	
Carthur of Delogs and Carthur of Book	signed
the foregoing trust agreement in our presence this 2944 day of May	1981.
Witness Witness Witness	
STATE OF OREGON)	-
County of multimas ss.	
Arthurd Bolex and Arthur & Bologa personal	iy ap-
peared before me on May 29th, 1981, and signed the foregoing	
agreement stating that it was signed by each of them freely and voluntarily.	
	n 5.

Notary Public for Oregon

My commission expires: 1-27-84

HEREBY CERTIFY THAT THE FORSE GOING IS A TRUE COPY OF THE

ORIGINAL THEREOF.

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.