



92714

Registered ☒
 Indexed, Dir. ☒
 Indirect ☒
 Recorded ☒
 Mailed ☒

BOOK 79 PAGE 914

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

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

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
 COUNTY OF CLATSOP
 I HEREBY CERTIFY

INSTRUMENT OF

1001 S.W. 5th Ave Portland Or
 AT 3:45 PM 7-1 81

WAS RECORDED IN

OF Book 916

RECORDS OF SKAMANIA COUNTY WASH.

Paul M. Masingue
 COUNTY CLERK

E. M. Masingue
 DEPUTY

92714

QUIT CLAIM DEED

THE GRANTOR ARTHUR J. BALOGHfor 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 ARTHUR J. BALOGH a 10% undivided interest as the following described real estate, situated in the County of Skamania tenant-in-common. State of Washington, including any after acquired title.

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



No. 8237
TRANSACTION EXCISE TAX

JUL 1 1981

Amount Paid None

Skamania County Treasurer

By Rebecca J. Kelly, Esq.Dated May 29, 19 81

A. J. Balogh
 (Individual)

 (Individual)

By _____
 (President)

By _____
 (Secretary)

STATE OF ~~WASHINGTON~~ Oregon
 COUNTY OF Multnomah

STATE OF ~~WASHINGTON~~ Oregon
 COUNTY OF 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.

GIVEN under my hand and official seal this 29th day of May, 19 81

Teresa A. McDonald
 PUBLIC
 Notary Public in and for the State of Oregon, residing at Portland,

On this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared _____

and _____
 to me known to be the _____ President and _____ Secretary, respectively, of

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.

Oregon
 Notary Public in and for the State of Washington, residing at _____

In compliance with County subdivision ordinance, County Assessor - By: _____

TRUST AGREEMENT - REVOCABLEPARTIES:

The parties to this trust agreement are Arthur J. Balogh (grantor) and Arthur J. Balogh (trustee).

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 all of the property mentioned in the declarations as tenant-in-common 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 day of May, 1981.
- (c) Grantor may from time to time transfer other money or property that he may later own to trustee under this trust agreement.

2. Trust Income

- (a) Trustee in his discretion shall pay or apply all or any part of the net trust income for the maintenance, care, health, and general support of grantor.
- (b) Grantor may from time to time require that the trustee pay to grantor or apply for his benefit any net trust income not expended by trustee under subsections (a) and (b).
- (c) Any net trust income not paid or applied by trustee under subsection (a) shall be added to trust principal.

3. Trust Principal

- (a) Trustee in his discretion shall pay or apply all or any part of the trust principal for the maintenance, care, health, and general support of grantor.
- (b) Grantor may from time to time require that the trustee pay to grantor or apply for his benefit any trust principal not expended by trustee under subsection (a).

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

Unless the grantor provides otherwise in writing, Richard A. Balogh shall be the next successor trustee under this agreement in the event the trustee is removed, dies, or resigns. If Richard A. Balogh is unable or unwilling 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.

7. Revocable Trust

Grantor reserves the full, unconditional, and unlimited power exercisable at any time to:

- (a) revoke this trust in whole or in part;
- (b) add to trust principal;

- (c) withdraw trust income or principal; and
- (d) change any provision of this trust agreement.

8. End of Trust

This trust shall end on the day of grantor's death. 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 Richard A. Balogh and Gary L. Balogh in equal shares. Any inheritance or other taxes owing on account of the trust property being included in grantor's taxable estate shall be first paid out of the other assets of grantor other than the real property described herein or the personal property situated thereon.

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:

R. A. Balogh
Trustee

R. A. Balogh
Grantor

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

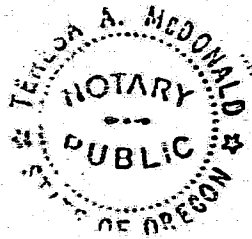
Q. Anne A. Barrett
Witness

W. A. McDonald
Witness

STATE OF OREGON

County of Multnomah)
SS.

Arthur J. Salo and Arthur J. Salo 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.



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

SCHEDULE A

10 percent undivided interest in 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.