

124399

THE ERMA MAUST TRUST

BOOK 155 PAGE 190

THIS TRUST AGREEMENT, made and entered into this 27 day  
of November, 1989, by and between ERMA MAUST  
hereinafter referred to as the Trustor, and ERMA MAUST  
hereinafter referred to as the Trustee.

WITNESSETH:

WHEREAS, Trustor desires to and by this agreement does  
create a trust, subject to the terms, limitations and conditions  
hereinafter set forth, to be known as The Erma Maust Trust, and

WHEREAS, Trustee is ready and willing to, and does accept  
said Trustee of said Trust upon the terms, limitations and  
conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and  
covenants and agreements hereinafter contained and to be kept  
and performed, it is mutually agreed and declared by and between  
the parties hereto, as follows:

ARTICLE I

Trustor has transferred and delivered to the Trustee,  
IN TRUST, the assets described and listed in the endorsement  
attached hereto, all of said property to constitute The Erma  
Maust Trust Estate, and shall be held, administered and  
distributed by the Trustee as provided in this agreement.

Registered ☒  
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Filed ☐  
Mailed ☐

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Dexter Maust

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initial GARY M. OLSON

PAGE 1. - THE ERMA MAUST TRUST

Gary H. Martin, Skamania County Assessor  
Date 2-5-96 Parcel # 2-5-27-201

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ARTICLE II

The Trustor shall have the right, during her lifetime, or by Will at her death, to add to this Trust other assets, and upon receipt and acceptance thereof by the Trustee, the same shall become a part of this trust estate and covered by this agreement.

ARTICLE III

Upon the incapacity, incompetency, or death of said Trustee, then DEXTER MAUST is designated as the successor Trustee, and further authorized to succeed Trustee with all of the powers and directions conferred upon the original Trustee herein.

ARTICLE IV

This Trust Agreement may be amended by agreement executed in writing by Trustor and Trustee. The Trustor may revoke this Trust, or withdraw any of the property by an instrument in writing executed by Trustor and delivered to Trustee, and such property withdrawn shall be conveyed by Trustee as directed by Trustor. This Trust shall become irrevocable, and not subject to amendment or withdrawal of property upon the incapacity, incompetency, or death of Trustor.

ARTICLE V

No individual, corporation or association, or beneficiary of this Trust other than Trustor shall have any right to alienate, encumber or hypothecate the interest in the principal or income of the Trust in any manner, nor shall such interest of any

beneficiary be subject to claims of creditors or liable to attachment, execution or any other process of law.

ARTICLE VI

The rights, powers and duties of the Trustee in the management and investment of the Trust estate shall be:

A. The Trustee shall have the power with respect to the property of the Trust estate, or any part thereof, and upon such terms and in such manner as the Trustee deems advisable, to sell, convey, convert, exchange, repair, improve, manage, operate and control; or to lease, for terms within or beyond the term of this Trust, and to encumber or hypothecate the Trust property and to compromise or otherwise adjust any claims against or in favor of the Trust; to invest and re-invest the Trust funds in such property or investments as the Trustee deems advisable, whether or not of the character permitted by Law for the investment of Trust funds, including any pooled investment funds; and, the Trustee shall have such additional powers as may now or hereafter be conferred upon the Trustee by law or as may be necessary to enable the Trustee to administer this Trust in accordance with this agreement and the provisions therein.

B. The Trustee is authorized to insure the Trust properties against loss by fire, theft, liability, or against such casualties or losses as the Trustee deems necessary, and to charge the premiums and costs therefor against the Trust.



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C. The Trustee is authorized to and may loan or advance Trustee's own funds for any purpose of this Trust, at a current rate of interest, and any such loan or advance, together with interest, shall be a first lien against the Trust estate and shall be repaid therefrom.

D. The Trustee may hold securities or other property of this Trust in Trustee's own name with or without disclosure of the Trust, the Trustee being responsible for the acts of such nominee affecting the same.

E. All property taxes, assessments, fees, insurance premiums, repairs, maintenance, utilities and other charges incurred in the administration or protection of this Trust shall be paid by Trustee from the Trust estate funds.

F. The Trustee is authorized to employ such attorneys, accountants or agents as the Trustee deems necessary.

G. To reimburse Trustee for all expenses incurred in the management or operation of this Trust, and to pay Trustee reasonable compensation for Trustee's services in connection with this Trust.

H. Trustor's social security number is 541-10-8572.  
In the event that the Trustee shall become incapacitated, incompetent or unable to fulfill her duties hereunder, the successor Trustee is authorized and empowered to collect any social security benefits, and/or other benefits and apply the same for the beneficiary's benefit.

ARTICLE VII

The Trustee shall apply and distribute the net income and the principal of the Trust estate:

During the lifetime of Trustor, Trustee shall pay to or for the benefit of Trustor, the entire net income of the Trust estate, monthly, or at other convenient intervals; and further providing the Trustee deems such income payment to be insufficient to maintain the standards of living to which Trustor is accustomed, the Trustee may, from time to time, pay to or apply for the benefit of Trustor such sums out of the principal as Trustee deems necessary for Trustor's proper support, care and maintenance.

Upon the death of the Trustor, the Trustee shall pay:

- A. Any charges or liens against the Trust estate;
- B. The funeral and burial expenses of Trustor;
- C. The expenses of the last illness, including any hospital expense of Trustor;
- D. Death taxes imposed by reason of the death of Trustor, and to pay without apportionment all inheritance or gift taxes;
- E. When the aforesaid shall have been paid then this Trust shall terminate and the remaining property or Trust estate shall be distributed as follows:

- 1. The Trustee shall distribute the residue in equal shares, with a share for each child of mine who shall survive me and a share for the surviving lineal descendants of



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each child who shall predecease me, who shall take by right of representation.

2. If none of my descendants survive me, the Trust estate shall be distributed to those persons surviving me who would be entitled to receive my intestate property as determined by Oregon law at the time of my death.

IN WITNESS WHEREOF, the Trustor has signed as Trustor, and Trustee has signed as Trustee, the day and year first hereinbefore written

TRUSTOR:

Erma Maust  
Erma Maust

TRUSTEE:

Erma Maust  
Erma Maust

STATE OF OREGON            )  
                                  )ss.  
County of Washington)

On this 27 day of November, 1989, personally appeared Erma Maust who acknowledged to me that she executed the foregoing Trust as Trustor and as Trustee as her free and voluntary act, and for the uses and purposes set forth therein.

Before Me:

Lauren Paulson  
Notary Public for Oregon  
My Commission Expires: 6/24/91

