## 88-1759555

RECORDED IN OFFICIAL RECORDS

RECORDER'S OFFICE
LOS ANGELES COUNTY

CALIFORNIA

MIN. 10 A.M. NOV 1 1988
PAST.

This Document Prepared By,
This Recording Requested By,
and When Recorded Mail To:
Mr. and Mrs. DOUGLAS RALPH GUNDERSON
26741A Oak Crossing Road
Newhall, California 91321

# FEE \$ 318 B

### ABSTRACT OF TRUST

DOUGLAS RALPH GUNDERSON (hereinafter "Trustor-Husband") and BERNADINE SCHMITZ GUNDERSON (hereinafter "Trustor-Wife"), both of whom are legally married and jointly referred to herein as "Trustors" or individually referred to as "Trustor", and DOUGLAS R. GUNDERSON (hereinafter "Trustee-Husband") and BERNADINE S. GUNDERSON (hereinafter "Trustee-Wife"), both of whom are hereinafter jointly referred to as "Trustee", hereby agree and declare, both jointly and individually, that they have created, formed and established a Revocable Living Trust, effective May 27, 1988 (herein "Establishment Date"), and give notice of the following:

- 1. That the undersigned Trustors have established a trust named the "D. R. AND B. S. GUNDERSON REVOCABLE TRUST". That the trust has been established for managing the assets in the trust during the lifetimes of the Trustors and passing the trust assets after their death. The property assigned to said Trust is being held in trust for the benefit of Trustor-Husband and Trustor-Wife, whose mailing address is 26741A Oak Crossing Road, Newhall, California 91321.
- 2. That the Trustee(s) and Successor Trustee(s) have the power and right to administer and manage the trust pursuant to the terms of the trust which include, among others, the following powers:
- A. The power to hold trust property in the Trustee's name as Trustee under the trust, or in the Trustee's own name, or in the name of a nominee.
- B. The power to acquire, hold, manage, control, grant options on, sell (for cash or on deferred payments, with or without security), convey, exchange, abandon, partition, divide, improve, and repair trust personal and real property.
- C. The power to invest and reinvest the trust estate in (i) personal property: common or preferred stocks (including stock of the Trustee), partnerships, shares of investment trusts and companies, bonds, debentures, options, financial futures contracts, commodities futures contracts, forward and leverage contracts, mortgages, deeds of trusts, notes; and (ii) real property.

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- D. The power to acquire and maintain life insurance policies on the life of any person in whom a trust is deemed to have an insurable interest and to exercise all rights of ownership granted in such policies.
- The power to establish, maintain, or terminate accounts, security accounts, certificates of deposit, bank money market accounts, margin accounts, mutual funds, bills and notes, and any other type of cash fund, equivalent or security and to negotiate, endorse or transfer any respect to or other instruments with such In the case of co-trustees, the co-trustees shall accounts. have the power exercisable jointly by written instrument authorize a single co-trustee to exercise any or all the forth in the preceding sentence, and each Trustee shall thereupon have the power to bind the other Trustee(s), Trust property and the Trust.
- The power to divide any trust property into parts or shares for the purpose of distribution, or otherwise, and to make the division and distribution in identical interest, in kind, in kind and partly in money, pro rata or non-pro partly rata, and for this purpose to make such sale of the property as the Trustee may deem necessary on such term conditions as the Trustee determines. The power to trust terms to delay, of interest, the division, payment the without segregation, and/or distribution of all or any part of property for such period of time as in the Trustee's discretion may be reasonably required to ascertain and provide for the payment of any tax or other liability for which such property or the Trustee is or may become liable or to resolve any conflicting claims regarding entitlement to such property provided, however, that the foregoing shall not affect the vesting of any interest interest period under this instrument or the accrual and payment of trust income to any beneficiary.
- 3. That a true and correct property description for specified parcels of real property, if any, owned in whole or in part by the Trust, including the County and State of each parcel's location, is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 4. That a true and correct copy of the Trustee Provisions of the Trust are attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5. That a photostatic copy of the recorded original of this Abstract of Trust shall be relied upon by those persons or entities who have dealings with the D. R. AND B. S. GUNDERSON REVOCABLE TRUST as a true and correct statement of the original and successor Trustees of said Trust and representation of the powers of the Trustee(s) therein.

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TRUSTORS:
Douglas Ralph GUNDERSON
BERNADINE SCHMITZ GUNDERSON
Accepted at WESTLAKE V/KLEGE California, on May 27, 1988.
TRUSTEES:
DOUGLAS R. GUNDERSON
Demartine Sundens
BERNADINE S. GUNDERSON
CERTIFICATE OF ATTORNEY
I, the undersigned attorney for the above Trust, declare and certify that the designation of the original and successor Trustees and the powers of the Trustee(s) set forth above are true and correct statements of the provisions set forth in the D. R. AND B. S. GUNDERSON REVOCABLE TRUST Agreement.
Dated 5/27/88
Attorney at Law
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Signed at WESTLAKE VILLAGE California, on May 27, 1988.

ATTESTATION	
I declare under penalty of perjury that each Trustor signed or acknowledged the foregoing Abstract of Trust in my presence, and that at such time each Trustor appeared to be of sound mind and under no duress, fraud, or undue influence in signing or acknowledging said document. I have subscribed my name as an attesting witness on the below date.	
1. Signature Collen M Clum Date Spt 21/988	
Complete address 2769 has Rober Thomand dates	2
2. Signature Helm her Kim Date Sur 21, 1988	-
Complete address 15113 Sation #19, VAN Nuys CA 91405	. —
3. Signature Date	
Complete address	١,
NOTARIAL ACKNOWLEDGEMENT STATE OF California	١,
On And July of Los Angeles UEUTUAN  On And July 1, 1989, before me, a Notary Public in and for the said county and state, duly commissioned and sworn, personally appeared DOUGLAS RALPH GUNDERSON and BERNADINE SCHMITZ GUNDERSON, and proved to me on the basis of satisfactory evidence that they were the persons whose names are subscribed to the within ABSTRACT OF TRUST, and each acknowledged to me that each signed the same as a Trustor. WITNESS my hand and official seal.	
Notary Public in and for said County and State.  OFFICIAL SEAL ENLIEN M. REPTERS NOTARY PUBLIC- CALIFORNIA VENTURA COUNTY MY CONTRISSION EXP. JUNE 5,1992	
COUNTY OF Los Angeles (50) , before me, a Notary Public in and for the said county and state, duly commissioned and sworn, personally appeared DOUGLAS R. GUNDERSON and BERNADINE S. GUNDERSON, and proved to me on the basis of satisfactory evidence that they were the persons whose names are subscribed to the	ļ
within ABSTRACT OF TRUST, and each acknowledged to me that each signed the same as a Trustee. WITNESS my hand and official seal.  Notary Public in and for said	
County and State.  EILEEN M. REIMERS NOTARY PUBLIC- CALIFORNIA VENTURA COUNTY MY CONTRISSION EXP. JUNE 5.1992	

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#### EXHIBIT "A"

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

#### PARCEL I:

Those portions of Tract 27561, as per map recorded in Book 706 Pages 42 to 48 inclusive of Maps, in the office of the County Recorder of said County, Shown and defined as Units 231 and 505 on the certain Condominium Plan, recorded on November 22, 1963 as Instrument No. 5630, in Book M1397 Page 61, Official Records of said County.

#### PARCEL II:

An undivided 1/108th interest in and to those portions of said Tract No. 27561, shown and defined as Units 627 to 630 inclusive of said Condominium Plan recorded in Book M1397 Page 61 of said Official Records.

#### PARCEL III:

An undivided 1/108th interest in and to that portion of said Tract 27561 shown and defined as "Common Area No. 2" on said Condominium Plan recorded in Book M1397 Page 61 Official Records of said County.

Except therefrom Lots 631 and 635 to 638 as shown on the map of said Tract 27561.

#### PARCEL IV:

A non-exclusive easement for pedestrian and vehicular ingress and egress of Lots 631 and 632 to 634 inclusive as shown on sheet 2 of the Map of said tract 27561 which easement is for the benefit of and appurtenant to the hereinabove described Parcel I, II, and III.

STATE OF NEVADA COUNTY OF DOUGLAS

Lot 477, as shown on the map of the ReSubdivision of Lots 91A & B; 92 A & B; 93 through 96; and 221 through 232, GARDNERVILLE RANCHOS UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada on July 10, 1967, as Document No. 37049.

STATE OF NEVADA

EXHIBIT "A"

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#### COUNTY OF CARSON

PARCEL ONE: Unit 19 of CARSON PARK, a Condominium Subdivision, according to the map thereof filed in the office of the County Recorder of Carson City, State of Nevada, on May 9, 1979 under File No. 87810.

TOGETHER WITH the following appurtenant easements:

The exclusive right to use the balcony or patio shown on said Condominium Plan adjacent to the aforementioned unit.

PARCEL TWO: An undivided 1/156th interest in the Common Area as said common area is shown on the map of said condominium project.

PARCEL THREE: An appurtenant easement for the exclusive right to use for vehicle parking purposes the parking spaces No. 19-0 and No. 19-C, as shown on Exhibit "B" of the Condominium Declaration of Carson Park, a condominium subdivision, recorded July 16, 1979, File No. 89376, Carson City Official Records.

## STATE OF CALIFORNIA COUNTY OF RIVERSIDE

PARCEL 1: All that portion of Tract 4135, as shown by Map on file in Book 67 pages 46 and 47 of Maps, Riverside County Records, shown and defined as Unit 30 on Condominium Plan filed for record on February 24, 1971, as Instrument No. 18245 of Official Records of Riverside County.

PARCEL 2: An undivided 1/52nd interest in the Common Area, as shown and defined on said Condominium Plan.

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Those portions of Tract No. 27561, in the County of Los Angeles, State of California as per Map recorded in Book 706, Pages 42 to 48 inclusive, of Maps, in the Office of County Recorder of said County, shown and defined as Unit 523 on that certain Condominium Plan recorded on November 22, 1963 as Instrument No. 5630 in Book M-1397, Page 61 of Official Records of said County.

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#### EXHIBIT B

#### ARTICLE 4. TRUSTEES

4.01. Resignation, Removal or Incapacity of Trustee During the Joint Lifetimes of the Trustors - During the joint lifetimes of the Trustors any Trustee may resign by written instrument delivered to the Trustors. The Trustors shall have the joint right to remove the then serving Trustee(s) of this trust by written instrument delivered to the Trustee(s). If any Trustee becomes incapacitated, the incapacitated Trustee shall cease to serve as a Trustee on the effective date of the Trustee's incapacity as provided in paragraph 7.01. If a Trustor becomes incapacitated while serving as a co-trustee with the other Trustor, said other Trustor shall continue to serve as sole Trustee. In the event of the resignation or removal of a Trustee, or the incapacity of a Trustee other than a Trustor, the Trustors shall have the joint right to appoint a Successor Trustee. If the Trustors are unable or unwilling to appoint a Successor Trustee to serve, then the Trustors make the following appointments in the order designated:

First Successor: KAREN SUE HAMANN

Second Successor: BARBARA JEAN GUNDERSON

Third Successor: ERIC DOUGLAS GUNDERSON

4.02. Resignation, Removal or Incapacity of Trustee After the Death of a Trustor - After the death of a Trustor spouse, the surviving Trustor spouse shall continue as the sole Trustee of the Trust. Any Trustee may resign by written instrument delivered to the surviving Trustor spouse. The surviving Trustor spouse shall have the right to remove the then serving Trustee(s) of this trust by written instrument delivered to the Trustee(s). If any Trustee becomes incapacitated, the incapacitated Trustee shall cease to serve as a Trustee on the effective date of the Trustee's incapacity as provided in paragraph 7.01. In the event of the resignation or removal of a Trustee, or the incapacity of a Trustee other than a Trustor, the surviving Trustor spouse shall have the right to appoint a Successor Trustee. If the surviving Trustor spouse is unable or unwilling to appoint a Successor Trustee to serve, then the surviving Trustor spouse makes the following appointments in the order designated:

First Successor: KAREN SUE HAMANN

Second Successor: BARBARA JEAN GUNDERSON

Third Successor: ERIC DOUGLAS GUNDERSON

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4.03. <u>Rights and Powers of Original and Successor Trustees</u> - All powers, duties, and immunities of any Trustee serving hereunder shall continue after termination of any trust period created hereunder and until said serving Trustee has made

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actual division and/or distribution of said Trust. Any Original or Successor Trustee appointed hereunder because of the resignation, incapacity or other act of a Trustee, on such appointment being made immediately succeed to all of said previous Trustee to the trust estate and to all powers, and immunities of rights, discretions, obligations, hereunder with the same effect as though said Trustee trustee were originally named successor hereunder. Any successor trustee may accept as any accounting of trust assets made by any predecessor correct and no successor trustee shall be under any obligation trustee, institute any action or proceeding for the settlement to accounts of any predecessor trustee or for any actions the omissions of any predecessor trustee. For each and every Trust created herein, the last named and serving Trustee shall have the power exercisable by notarized written document to designate and appoint a successor Trustee or Co-Trustee to serve in place of said appointing Trustee.

In the event a named "Original" or "Successor" Trustee above constitutes a co-trustee relationship and is specified as "Co-Trustee 1 and/or Co-Trustee 2", both shall act jointly if both are serving (except as otherwise provided in Article 5), however, if one of the co-trustees is or becomes unable or unwilling to serve, then the other shall serve as sole Trustee; in the event a co-trustee relationship is specified as "Co-Trustee 1 and Co-Trustee 2", if one of the co-trustees is or becomes unable or unwilling to serve, then the other shall not serve alone as Trustee, except as otherwise provided in Paragraph 4.01.

If at any time all of the above named Trustees and Successor Trustees of any Trust created hereunder are unable or unwilling to serve, a majority in interest of the then income beneficiaries of said Trust may appoint any qualified bank or trust company, wherever situated, as Successor Trustee of said Trust. If any such beneficiary is then under legal disability, the appointment may be may by either of the beneficiary's parents or the beneficiary's legal guardian or conservator.

- 4.04. Power to Appoint Ancillary Trustee Notwithstanding any other provision of this Trust Agreement to the contrary, as often as the Trustee deems such action to be advantageous to any trust or beneficiary, the Trustee may by written instrument appoint as Ancillary Trustee any bank or trust company, wherever situated, to serve as acting Trustee over specified trust property. The Ancillary Trustee shall have all of the powers and discretions of the Trustee with respect to the specified trust property, but shall exercise the same under the supervision of the Trustee. The Trustee may at any time remove the Ancillary Trustee and reassume management of said specified trust property.
- 4.05. <u>Trustee Accountings</u> The Trustee or co-trustees of any trust created herein shall, upon the reasonable written request of a Trustor while living or of any beneficiary of a Trustor's trust after such Trustor's death, render an annual

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account of its/their administration of this trust to a Trustor while living, or of a deceased Trustor's trust to the requesting beneficiary after such Trustor's death, which account may be rendered by delivering a copy of the federal fiduciary income tax return for the applicable trust within 30 days before its filing date, unless a more detailed accounting, to be delivered at the same time, is requested in writing in advance. The Trustors expressly waive any routine annual accounting, unless otherwise requested as provided above.

- 4.06. <u>Trustee's Compensation</u> The Trustee shall be entitled to be paid reasonable compensation without prior court order.
- 4.07. <u>Trustee's Bond</u> No bond shall be required of any person named in this trust instrument as Trustee, or of any person appointed as a Trustee in the manner specified herein, for the faithful performance of its duties as Trustee. No bond shall be required of a Trustor acting as Trustee or Co-Trustee.

THE NEXT PRINTED TEXT IS ARTICLE 5.

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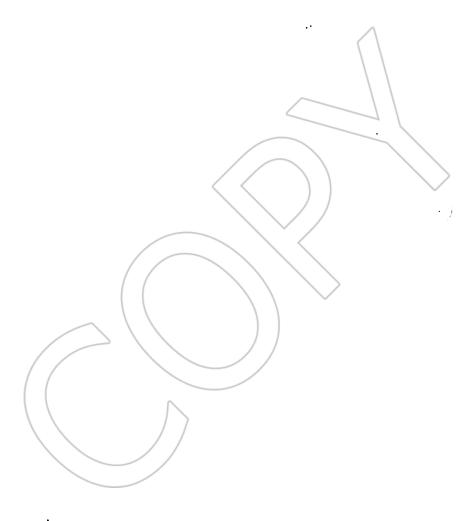
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