

18

REQUESTED BY  
Andrew M. Wolov  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

A.P.N. 1318-10-310-037  
Record and Return to:  
Andrew M. Wolov  
Hall, Estill, et al  
320 South Boston Avenue, Suite 400  
Tulsa, OK 74103-3708

2004 SEP 13 AM 10:44

WERNER CHRISTEN  
RECORDER

\$18<sup>00</sup> PAID. 12 DEPUTY

Grantee's Address  
✓ Mail Tax Statement to:  
Roger A. Siemens Trust  
c/o 2645 East 26<sup>th</sup> Place  
Tulsa, Tulsa County, Oklahoma 74114

R.P.T.I. Exemption #6 NRS 375.090 (6)

**R.P.T.I. \$** 18.00

**GENERAL WARRANTY DEED  
WITH LIMITED LIABILITY**

THIS INDENTURE, made this 24<sup>th</sup> day of Aug., 2004, between Roger A. Siemens, a married man, of 2645 East 26th Place, Tulsa, Tulsa County, State of Oklahoma 74114, hereinafter called Grantor and the Roger A. Siemens Trust, under declaration of trust dated April 14, 1994, as amended and restated, as more particularly set out in the Certificate of Trust, attached hereto as Exhibit "A" and incorporated herein by this reference, party Grantee, the address of which is 2645 East 26th Place, Tulsa, Tulsa County, Oklahoma 74114.

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, said party Grantor does, by these presents, grant, bargain, sell and convey unto said party Grantee, its successors and assigns, the following described real estate, situated in the County of Douglas, State of Nevada, to-wit:

All of his undivided one-half (1/2) interest in and to Lot 12, in Block B of Zephyr cove Property in Section 10, Township 13 North, Range 18 East, M.D.B.&M. according to as delineated on that certain map entitled "Amended Map of Zephyr Cove Property in Section 10, T13N, R18E," which was filed for record August 5, 1929 with Josephine L. Klotz, County Recorder, Douglas County, Nevada, after being approved by the Board of County Commissioners of Douglas County, Nevada on the same day.

Commonly known as 740 Cedar Street, Zephyr Cove, Nevada.  
A.P.N. 1318-10-310-037 (old # 0000-05-082-220)

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

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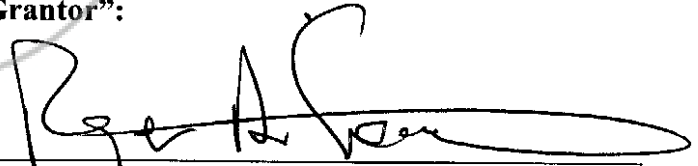
And said party Grantor, his heirs, successors, executors and administrators, and assigns, does hereby covenant, promise and agree to and with said party Grantee, at the delivery of these presents that he is lawfully seized in his own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: encumbrances, easements, and building restrictions of record and special assessments not yet due; and that party Grantor will WARRANT AND FOREVER DEFEND the same unto the said party Grantee, its successors and assigns, against said party Grantor, his heirs, successors, executors and administrators, or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

Provided, however, that in no event shall Grantor's liability under this General Warranty Deed With Limited Liability for any breach of warranty or cloud upon the title exceed in the aggregate any (1) net proceeds received by Grantor under any title insurance policy insuring Grantor or any predecessor in title; (2) net proceeds received by Grantor from any title examiner for errors and omissions in examining title to the above-described premises or any portion thereof or from any abstractor for errors or omissions in compiling or updating the abstract for the above-described premises or any portion thereof; and (3) net proceeds received by Grantor from his predecessors in title in the above-described premises. Grantee by accepting and recording this General Warranty Deed With Limited Liability hereby accepts said conveyance expressly subject to said limitation of liability on the part of Grantor. "Net proceeds" shall mean monetary proceeds received by Grantor less cost of recovery and enforcement by Grantor including attorneys' fees.

Claudia T. Siemens, wife of Roger A. Siemens, joins in this General Warranty Deed with Limited Liability for the sole purpose of consenting to the conveyance made hereunder pursuant to the homestead laws of the State of Nevada.

IN WITNESS WHEREOF, the said parties Grantor and Consenting Spouse, have hereunto set their hands the day and year above written.

"Grantor":



Roger A. Siemens

"Consenting Spouse"



Claudia T. Siemens

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of Aug, 2004, personally appeared Roger A. Siemens, Grantor, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Elizabeth J. Schwartz  
NOTARY PUBLIC

My Commission Expires: 6/10/07

My Commission Number: 03007216  
ELIZABETH J. SCHWARTZ  
Rogers County  
Notary Public in and for  
State of Oklahoma  
Commission # 03007216 Expires 6/10/07

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of Aug, 2004, personally appeared Claudia T. Siemens, Consenting Spouse of Roger A. Siemens, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Elizabeth J. Schwartz  
NOTARY PUBLIC

My Commission Expires: 6/10/07

My Commission Number: 03007216

ELIZABETH J. SCHWARTZ  
Rogers County  
Notary Public in and for  
State of Oklahoma  
Commission # 03007216 Expires 6/10/07

**Exhibit "A"**

**Roger A. Siemens Trust**

**Certificate of Trust**

I, Roger A. Siemens, as Trustee of the Roger A. Siemens Trust dated April 14, 1994, as amended, having been duly sworn, depose and state:

1. On April 14, 1994, the undersigned, as Settlor entered into a declaration of trust creating the Roger A. Siemens Trust (the "Trust") naming the undersigned as sole Trustee of the Trust;

2. On May 7, 2001, the undersigned as grantor (hereafter "Grantor") amended the Trust by Amendment No. 1 thereto;

3. On June 14, 2004, the Grantor, further amended the Trust by Amendment No. 2 thereto;

4. The undersigned, Roger A. Siemens, is currently acting as the Settlor of the Trust and is the sole Trustee of the Trust;

5. Under the terms of the Trust, the undersigned, as Settlor, has full power to add money or other property, real or personal, to the original trust estate or to any other trust estate created by the Trust instrument and the Trustee has the power to hold, manage, sell, exchange, lease, make contracts for any term irrespective of the duration of the trust and to convey or transfer the property comprising the trust estate, including real property or any interest in real property, at such prices and upon such terms and conditions and in such manner as the Trustee shall determine;

6. The undersigned Settlor, has the power to revoke the original Trust at any time by written instrument delivered to the Trustee during Settlor's lifetime;

7. The identification number of the Trust is the social security number of the Settlor (SS # 567-54-0238);

8. The Trust has not been revoked or amended to make any representations contained in the certification incorrect and the signatures contained herein is that of the currently acting Trustee of Trust;

9. The trust assets are to be delivered to the Trustee and taken in the name of the Trust; and

10. On the date of this Certificate of Trust, the Roger A. Siemens Trust was duly funded and is a legal entity.

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I declare under penalty of serving under the laws of the State of Oklahoma that the forgoing is true and correct.

Dated this 24<sup>th</sup> day of Aug., 2004, at Tulsa, Oklahoma.

*Roger A. Siemens*  
Roger A. Siemens, Trustee

**Acknowledgment**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )


On the 24 day of Aug, 2004, personally appeared before me, a notary public, Roger A. Siemens, personally known to me to be the person whose name is subscribed to the foregoing Certificate of Trust, as the Trustee of the Roger A. Siemens Trust dated April 14, 1994, as amended, who acknowledged to me that he executed the forgoing document as the Trustee of the Roger A. Siemens Trust dated April 14, 1994, as amended.

*Elizabeth J. Schwartz*  
Notary Public

My Commission Expires: 6/10/07

My Commission Number: 03007216

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 **ELIZABETH J. SCHWARTZ**  
Rogers County  
Notary Public in and for  
State of Oklahoma  
Commission # 03007216 Expires 6/10/07

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