

OFFICIAL RECORD

Requested By:

DARLENE HOGUE

A.P.N.: 1022-14-001-007

R.P.T.T.: \_\_\_\_\_

Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 5 Fee: 18.00  
BK-1106 PG- 3057 RPTT: 0.00

When Recorded Mail To:

Allen M. Hogue  
14682 Allen Street  
Westminster, CA 92683

Mail Tax Statements To:

Allen M. Hogue  
14682 Allen Street  
Westminster, CA 92683



STATE OF CALIFORNIA }  
  }SS.  
COUNTY OF ORANGE }

**AFFIDAVIT - DEATH OF TRUSTEE**

ALLEN M. HOGUE, of legal age, being first duly sworn, deposes and says:


That RITA RAYNELLE HOGUE, the decedent mentioned in the attached certified copy of Certificate of Death is the same person as RAYNELLE HOGUE, as one of the parties in that certain QUITCLAIM DEED dated November 5, 2002, executed by RAYNELLE HOGUE, a single woman to RAYNELLE HOGUE as Trustee of the JESSE AND RAYNELLE HOGUE REVOCABLE LIVING TRUST (created under Declaration of Trust dated February 27, 2001), recorded as Instrument No. 0560465, on December 12, 2002 in Book 1202, Page 05135 Official Records of Douglas County, Nevada covering the following described property situated in the County of Douglas, State of Nevada:

Lot 13, Block A, as shown on the Map of Topaz Ranch Estates, Unit No. 4, filed in the office of the County Recorder of Douglas County, Nevada.

(Commonly known as 1405 Eagle Mountain Road, Wellington, Nevada 89444)


A.P.N.: 1022-14-001-007

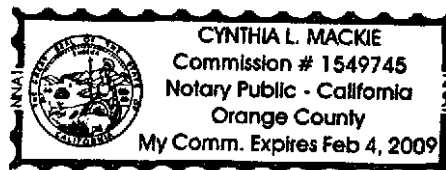
DATE: November 4, 2006

  
\_\_\_\_\_  
ALLEN M. HOGUE

STATE OF CALIFORNIA }  
  }SS.  
COUNTY OF ORANGE }

Subscribed and sworn (or affirmed) before me on this 4<sup>th</sup> day of November, 2006 by ALLEN M. HOGUE, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

  
\_\_\_\_\_  
Cynthia L. Mackie, Notary Public



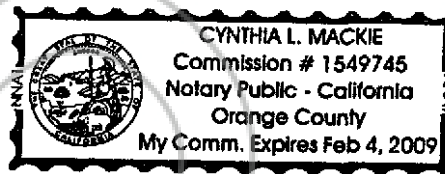
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
 } ss.  
COUNTY OF ORANGE }

On November 4th, 2006 before me, Cynthia L. Mackie, a Notary Public, personally appeared ALLEN M. HOGUE, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be the within instrument and acknowledged to me that he executed the same in his authorized, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Cynthia L. Mackie*  
Cynthia L. Mackie, Notary Public



COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH
351 MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

CERTIFICATE OF DEATH

Form containing personal data, usual residence, informant, spouse and parent information, funeral director, place of death, cause of death, physician's certification, and coroner's use only sections.

BK- 1106
PG- 3059
Page: 3 Of 5 11/09/2006

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DATE ISSUED NOV 30 2005

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

ERIC FRYKMAN, M.D.
COUNTY HEALTH OFFICER
REGISTRAR OF VITAL STATISTICS



This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



# Declaration of Trust

*Married with Children*

We, Jesse L A Hogue, the Husband,  
and Raynelle Hogue, the Wife,  
of 1405 Eagle Mountain Road,

City of Wellington, County of Douglas,

State of Nevada, referred to herein after as Grantors and/or Joint Trustee, hereby declare that we are Joint Trustees of the property referred to in this Declaration of Trust Agreement as the trust estate, which is more fully set forth in the "Schedule of Trust Estate Assets" attached hereto and made a part hereof.

1. We hereby declare that we hold the trust estate created by this Declaration of Trust agreement and all over our right, title and interest to the trust estate in for the use and benefit of:  
Jesse and Raynelle Hogue REVOCABLE LIVING TRUST.
2. Upon the death of the above-mentioned beneficiary, all right, title and interest to the estate created by this Declaration of Trust agreement shall be held in trust for the use and benefit of:  
Allen M Hogue and William A Hogue
3. Upon the death of Jesse L A Hogue, or upon the death of Raynelle Hogue if not survived by the spouse, the trust property shall be equally divided among and, except as hereinafter provided, held or distributed to the Grantors' then living lineal or legally adopted descendants, per stirpes. The trustee shall pay the income from any retained share to or for the benefit of the beneficiary thereof during the period that such share is retained, and at the end of such period the principal thereof shall be distributed to such beneficiary.
4. For the purpose of this trust agreement, (Check one)  Husband,  Wife, shall be deemed to be the last surviving spouse, unless there is conclusive proof to the contrary.
5. The share for any living child of the Grantors shall be retained by the trustee until the child reaches the age of \_\_\_\_\_ years. The share for any grandchild of the Grantors at any time apportioned shall be retained by the trustee until the grandchild reaches the age of \_\_\_\_\_ years. But in any event the trust shall terminate 20 years after the death of both Grantors.
6. Upon the death of any lineal descendent for whom a trust share is being retained, the trustee shall apportion and distribute the principal thereof per stirpes among the then living lineal or legally adopted descendants of that person, and if there be none, then per stirpes among the then living lineal descendants of the Grantors.
7. In the event that the income to be received by any beneficiary from the trust estate or his or her share thereof, and from other sources known to the trustees, shall be considered at any time by the trustees to be insufficient for the support, maintenance and education of any beneficiary or of any person being supported by any such beneficiary, the trustees shall pay to such beneficiary from time to time such amounts from the beneficiary's share of the trust estate as the trustees shall deem sufficient for such purposes.
8. The Grantors reserve the right during their joint lives and during the life of the survivor of them to amend, modify or revoke this Declaration of Trust agreement in whole or in part, without the consent of any beneficiary and without giving notice to any beneficiary hereunder, by a writing or writings signed and acknowledged by the Grantors or the survivor, to be effective upon delivery to either Trustee.

9. Upon the death of both Co-Trustee, Allen M Hogue and William A Hogue shall serve as Successor Trustee. If the Successor Trustee is unable to serve as the trustee for any reason, \_\_\_\_\_ shall serve as Contingent Successor Trustee. Any Successor Trustee shall have all of the powers and authorities granted to the Trustee or the surviving Trustee as set forth in the provisions of this Declaration of Trust.
10. The Trustee of this Declaration of Trust have all of the discretionary powers necessary and appropriate administer this Trust, including but not limited to, the power to sell, mortgage, encumber, pledge, hypothecate, lease, rent or improve, invest and reinvest the trust estate property when such action is deemed to be in the best interest and furtherance of the Trust purposes.
- (a) The Trustee may pay income or principal to the beneficiaries or for their benefit, and shall have no obligation to confirm the use of such payments for the use and welfare of any beneficiary.
- (b) Any person serving as Trustee hereunder shall serve without bond.
11. No interest of a Beneficiary of this Trust can be alienated. No Beneficiary can assign, pledge, encumber or otherwise transfer an interest in the Trust estate, nor shall such interest be garnished, attached, or levied upon or otherwise subjected to any proceedings whether at law or in equity.
12. Each Beneficiary hereunder shall be liable for his/her proportionate share of any estate tax that may be imposed by any state or federal entity upon the share of the Trust estate held for or distributed to a Beneficiary upon the death of the Grantors or the survivor of the Grantors.
13. This Declaration of Trust shall be administered and interpreted in accordance with the laws of the State of Nevada.
14. We here declare that this Declaration of Trust fully and accurately set forth the manner in which our trust estate shall be held, managed, disposed by the Trustees.

In Witness Whereof, We have hereunto set our hands this 27 day of February, 2001

Jesse L. Hogue  
Signature of Grantor/Trustee (Husband)  
Jesse L. Hogue  
Print or type name here

Raynelle Hogue  
Signature of Grantor/Trustee (Wife)  
RAYNELLE HOGUE  
Print or type name here

STATE OF Nevada )  
COUNTY OF Douglas )

On this 27th day of February, 2001 personally appeared before me, a Notary Public, in and for said County and State, Raynelle & Jesse, and Hogue, Grantors and Joint Trustees of the trust estate created by this Declaration of Trust agreement, came before me and acknowledged that it was their free act and deed to execute this agreement.

WITNESS my hand and official seal

Terry Lundergrae  
Notary Public

(Notary Seal)

