

After Recording, Mail to:

DOUGLAS COUNTY, NV Rec:\$16.00 Total:\$16.00

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RICHARD & GEORGIA HOWDLE



KAREN ELLISON, RECORDER

Richard A. and Georgia C. Howdle 1411 Purple Sage Drive Gardnerville, NV 89460

### **CERTIFICATE OF TRUST**

The undersigned hereby certifies that on June 2, 1990, Richard A. Howdle and Georgia C. Howdle created a revocable Living Trust. This Trust is known as the: HOWDLE TRUST dated June 2, 1990, Richard A. Howdle and George C. Howdle, Grantors and Trustees.

# IT IS AGREED BETWEEN PARTIES HERETO AS FOLLOWS:

## Description of Trust

The undersigned hereto desire to confirm the establishment of a revocable and amendable Living Trust on June 2, 1990, and amendments thereto, for the benefit of the Grantors and containing inter alia the following provisions:

- 1. RICHARD A. HOWDLE and GEORGIA C. HOWDLE are designated as the Grantors and Trustees to serve jointly until their individual deaths, resignation or incompetence.
- 2. Upon the removal of the original Trustee(s), the successor Trustees, to serve consecutively, are designated as Christy Lynn Stinson and Stephanie Jean Bullen.
- 3. Any Trustee has the power and authority to manage and control, buy, sell and transfer the Trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said Trustee were the absolute and unqualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on margin or other leveraged accounts, except to the extent that such management would cause includability of an irrevocable Trust in the estate of a Trustee.

- 4. Following the death of both Grantors, the Trust continues or is distributed in whole or in part for the benefit of other named Beneficiaries according to the terms of the Trust.
- 5. While either Grantor is living and competent, except when there shall be a Corporate Trustee, the Trustee(s) may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval of the Grantor(s).
- 6. All personal property transferred into Trust remains personal property and all real property transferred into Trust remains real property.
- 7. Unless otherwise indicated to a prospective transferee, the Trustee(s) has/have full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfers provided the chain of title is not otherwise deficient.
- 8. The original situs of the Trust was the State of California, but the Trust was amended on February 13, 2007, to the current situs of Nevada.
- 9. This Trust contains a spendthrift provision to the extent available under the laws of the State of Nevada.
- 10. The use of this Certificate of Trust is for convenience only and the Trust is solely controlled as to provisions and interpretations, and any conflict between this certificate and the Trust shall be decided in favor of the Trust.
- 11. The undersigned trustees hereby declare that the Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate of Trust to be incorrect. This certification is being signed by the Grantors and currently acting Trustees.

IN WITNESS WHEREOF, the Grantors and Trustees have hereto executed this Certificate of Trust this 15<sup>th</sup> day of June, 2017.

**GRANTORS:** 

RICHARD A HOWDLE

GEORGIA, O. HOWDLE

### TRUSTEES:

RICHARD A. HOWDLE

GEORGIA C. HOWDLE

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEVADA ) :ss.
COUNTY OF DOUGLAS )

On this 15<sup>th</sup> day of June, 2017 before me, a Notary Public, personally appeared RICHARD A. HOWDLE and GEORGIA C. HOWDLE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

MATT BROWN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 07-4422-5
MY APPT, EXPIRES MAR: 17, 2019

NOTARY PUBLIC