

10589564

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03/28/2007 01:46P

Klickitat Co.



VICKI GHOST HORSE 20

RETURN ADDRESS:

VICKI GHOST HORSE
649 GARRISON RD
GOLDENDALE, WA
98620

REAL ESTATE EXCISE TAX
Chapter 82.45 and Chapter 82.46, RCW

Receipt \$ 75756.00 has been paid Date 3/28/07
KLICKITAT COUNTY TREASURER
By [Signature] Deputy

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. DECLARATION OF TRUST
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. GHOST HORSE, BUCK
2. GHOST HORSE, VICKI
- 3.
- 4.

☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. BUCK GHOST HORSE AND VICKI GHOST HORSE Trust of
2. JUNE 2006.
- 3.
- 4.

☐ Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

NE 1/4 NW 1/4 AND N 1/4 OF SE 1/4 OF NW, SECTION
19, TWP 5 N., R. 15 E., W.M.

☐ Additional Names on page 2 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional Names on page 7 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional Names on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.



DECLARATION OF TRUST

WITNESSETH;

WHEREAS, We, Buck Ghosthorse and Vicki Ghosthorse, husband and wife, as the Trustors, do hereby declare and establish this revocable trust made and executed this day below written by ourselves, whom we will hereinafter refer to by, our names, "We", "Trustors" and/or "Trustees", all without distinction for the benefit of ourselves and other beneficiaries and, upon our death, to provide for the orderly and efficient distribution of our property to our beneficiaries, all upon the following terms and conditions.

NOW, THEREFORE, We do hereby declare that the initial Trust Estate is hereby constituted and composed of those real properties as described on "Schedule A" below set forth, together with any property of any nature or character and wheresover situated which it may hereafter receive from Trustors or from any other source whatsoever.

We do hereby convey and quit claim to the Trustee all such described property which, together with all property it may hereafter receive, we do now declare that the same shall be held in trust for the uses, purposes and upon the conditions hereinafter stated and shall be distributed and disposed of in accordance with the following provisions.

Article 1.0 Name and Property in Trust

Section 1.1 Title of Trust: The name of this Trust is the "Buck Ghosthorse and Vicki Ghosthorse, Trust of June 2006".

Section 1.2 Names of Successor Trustees: The initial trustees shall be Buck Ghosthorse and Vicki Ghosthorse. The successor Trustees shall be



Paul Ghosthorse, Chad Mayo Ghosthorse and Sungleska Oyate, Inc., Inc., a non-profit corporation, who shall succeed only upon the death and/or incompetence of both initial trustees.

Section 1.2 Transfer of property: The Trustors have by this instrument transferred and delivered, and/or may hereafter cause to be transferred and delivered from time to time to ourselves as Trustees of this trust all that property identified below. Such assets and all other property or cash which may hereafter be transferred, devised, or bequeathed to the trust by the Trustors or any other person, all investments and reinvestment thereof, and the income therefrom and all the accumulations thereto and proceeds therefrom if sold, are herein referred to as the "Trust Estate".

Section 1.3 Subject Property: The real property hereby transferred and delivered to the Trustee is the property of the Trustors and is evidenced as hereafter described.

QUIT CLAIM DEED

GRANTOR, Buck Ghosthorse and Vicki Ghosthorse, husband and wife, does hereby grant, convey and quit claim to GRANTEE, "Buck Ghosthorse and Vicki Ghosthorse, husband and wife, in their capacity as the Trustees, of the Buck and Vicki Ghosthorse Revocable Trust of June, 2006" with such Trustees hereby accepting such deed, the following described real property, together with any interests therein as may be hereafter acquired, situated in Klickitat County, State of Washington, and more particularly described as follows:

The Northeast quarter of the Northwest quarter; and the North quarter of the Southeast quarter of the Northwest quarter of Section 19, Township 5 North, Range 15 East, W. M.



Article 2.0 Successor Trustees:

So long as either of us remain free of mental illness or substantial degree of mental incapacity and possessing a minimal ability to manage our affairs with any degree of mental comprehension and even though we may act in manners seemi^Ng foolish to others or with a degree of eccentricity, as judged by others, no successor trustee shall act

Should we elect to make gifts of the trust estate and or use thereof which may seem ill advised to others such actions shall not constitute evidence of our mental competency as we wish to reserve to ourselves the power to decide upon charities and individuals to whom we may elect to provide gifts without suffering the review, approval or interference of the courts.

In the event that we both shall become mentally incompetent, physically unable or unwilling to so act, and we have expressly rejected the term "Incapacitated" as known in the law, then we appoint Paul Ghosthorse, Chad Mayo Ghosthorse and Sungleska Oyate, Inc., Inc., a non-profit corporation, to act as the Successor Co-Trustees of this trust. Should either decline to so serve or upon the incapacity, death, disability or resignation of Paul Ghosthorse and Chad Mayo Ghosthorse then the corporation shall act alone.

Article 3.0 Trustee's Powers and Limitations:

3.1 Restriction: Our Successor Trustees shall not sell, encumber, mortgage, convey or suffer any act which might, could or may result in a lien or burden upon the fee title of the subject real property of this Trust. Provided however, that such prohibition shall not restrict the trade of land for land on a commercially reasonable basis.



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3.2 Powers: The initial Trustees. and all successor Trustees shall have all powers, rights, duties and obligations provided by law, including but not limited to the powers granted by the Washington Trust Act of 1984, Chapter 11.98 of the Revised Code of Washington and RCW 11.98.070 in particular, and any amendment thereto, except such limitations as above and as herein expressly set forth. During the lifetime and competence of Paul Ghosthorse and Chad Mayo Ghosthorse and after both grantors are dead or incompetent then they and the corporation shall act in the exercise of the authority herein granted but if, and only if, they act in concert when taking actions affecting the title, use or possession of the real property.

Article 4.0 Identification of Beneficiaries

4.1 We create this trust for ourselves and for the benefit of Paul Ghosthorse and Chad Mayo Ghosthorse and, upon the death or substantial mental incapacity of both, then Sungaleska Oyate, Inc.

4.2 During the lifetime of each of the Trustors we reserve the right to pay the income and/or principal of this trust estate to ourselves or to others for our benefit which we may in our discretion determine to be convenient for our enjoyment of a generous standard of living. Our exercise of discretion in such matters shall be final and unfettered by any standard external to this instrument.

4.3 We authorize our successor trustees to provide at their sole and unfettered discretion the sole and exclusive use and benefit of the subject real property.

4.4 We expect to withdraw from this trust such funds as we may elect from time to time without limitation of amount or purpose and we direct that should any successor trustee serve then there shall be



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VICKI GHOST HORSE

disbursed to us or on our behalf the use of the above real property so long as is practical throughout our lifetime.

Article 5.0 Distribution and Termination:

5.1 The Trustees shall collect, receive and distribute:

a. To or for our use and benefit so long as either shall live and upon our death then;

b. To Paul Ghosthorse and Chad Mayo Ghosthorse so long as they shall live, and upon their death then the whole of the balance of this trust shall be distributed to Sungleska Oyate, Inc. in fee title.

Article 6.0 Spendthrift Clause:

We do hereby direct that the beneficial interest in principal or income hereunder of any beneficiary hereof shall not be subject to the claims of the respective beneficiary's creditors or others, nor to legal process, and shall not be voluntarily or involuntarily assigned, alienated, anticipated or encumbered in any manner.

Article 7.0 Trustee's Powers

7.1 Powers The initial Trustees and all successor Trustees shall have all powers, rights, duties and obligations provided by law, including but not limited to the powers granted by the Washington Trust Act of 1984, Chapter 11.98 of the Revised Code of Washington and RCW 11.98.070 in particular, and any amendment thereto.

Either of the initial Trustees shall have the right to act in any manner respecting the administration and or distribution of this trust EXCEPT such act as will, may, might or could thereafter affect the title of real property held in this trust.

During the mental competence of Paul Ghosthorse and Chad Mayo Ghosthorse they shall have the right to act in any manner respecting the



administration and or distribution of this trust but only with the concurrence of Sungleska O~~W~~ate, Inc. in the event that such act will, may, might or could hereafter affect the title of real property held in this trust.

Article 8.0 Situs

The laws of the State of Washington shall govern the validity, meaning, and legal effect of this declaration and the administration of this Trust except to the extent that the provision thereof may be contrary to the terms hereof. The provisions of this instrument shall be construed as both, limiting where in conflict, and supplementary, where useful, in order that the purposes of this trust may be best served.

Article 9.0 Bond

No bond shall ever be required of any Trustee.

Article 10.0 Disclaimer

Any beneficiary of this Trust may disclaim any part or all of the benefits hereunder if done in accordance with the form and procedures required under the statutes of the State of Washington.

Article 11.0 Compensation of Successor Trustee:

No Successor Trustees shall draw compensation for their services provided but may be reimbursed for expenses reasonably and necessarily incurred in attending the service of Trust business but only in the event that they shall submit written evidence for such services to the Trust describing the service and expenses. In all cases such claims shall be approved by the Trustors, if living and competent, and if no such approval be available, or is refused by the Trustors, then by approval of either of the Successor Trustees.

Claims for expenses authorized by the successor trustee incurred for the services accountants and attorneys as well as the routine costs of



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maintenance of the trust estate and our personal care shall not require approval by the trustees.

Article 12.0 Removal of Trustee:

If at any time any initial Trustee or Successor Trustee shall become mentally incompetent, incapacitated or impaired substantially limiting his or its ability to act as Trustee and/or manage financial and business affairs, then such Trustee shall have no further right to act as Trustee and shall be deemed to be forthwith removed. Provided however, that such determination shall be made only upon the opinion of the physician attending any such Trustee or Successor Trustee, concurred in by a Trustor, if living and competent and if not then approved by either Successor Trustee.

We wish it to be known that we have granted durable powers of attorney to others but such powers shall not be construed or enforced in such a manner as to alter the terms purposes and directives of this trust.

Article 13.0 Power to Amend or Revoke

The Trustors reserve the power to withdraw all or any part of the assets of this Trust at any time during the lifetime of the Trustors and to amend and to revoke this Trust at any time without the consent of the Successor Trustees or of any beneficiary.

IN WITNESS WHEREOF, we have set our hand this 8th day of June 2006.

Buck Ghosthorse - Grantor/ Trustor

Vicki Trustee - Initial Trustor

GHOSTHORSE, TRUSTEE VGH



Accepting the foregoing described property:
in their capacity as Initial Trustees:

Buck Ghosthorse

Vicki Ghosthorse

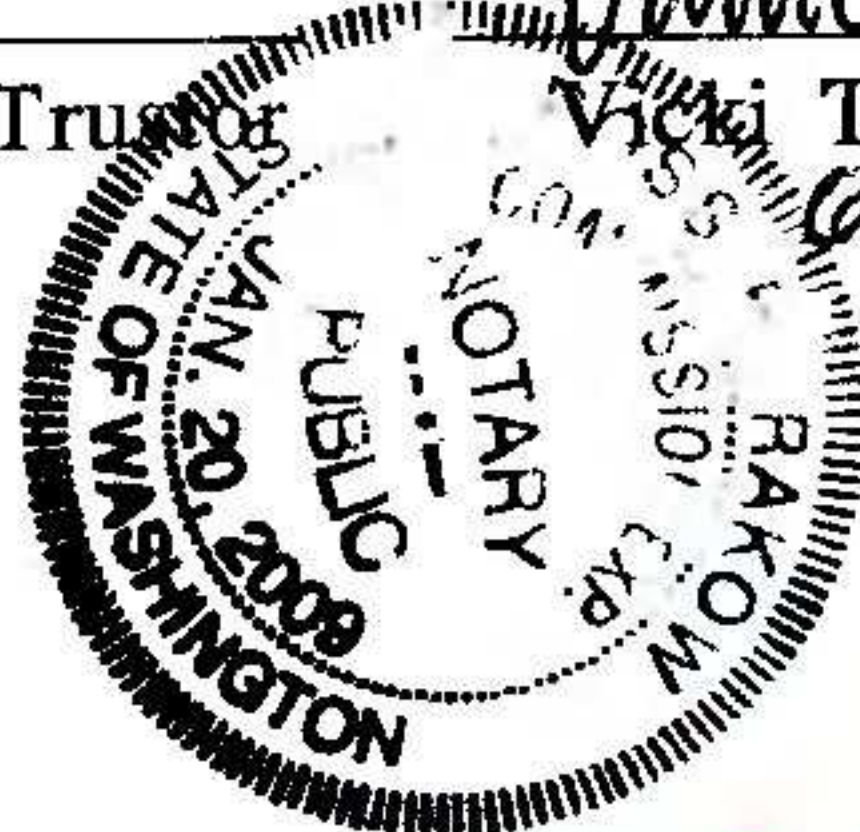
Buck Ghosthorse - Grantor/Trustor

Vicki Trustee - Initial Trustor

State of Washington)

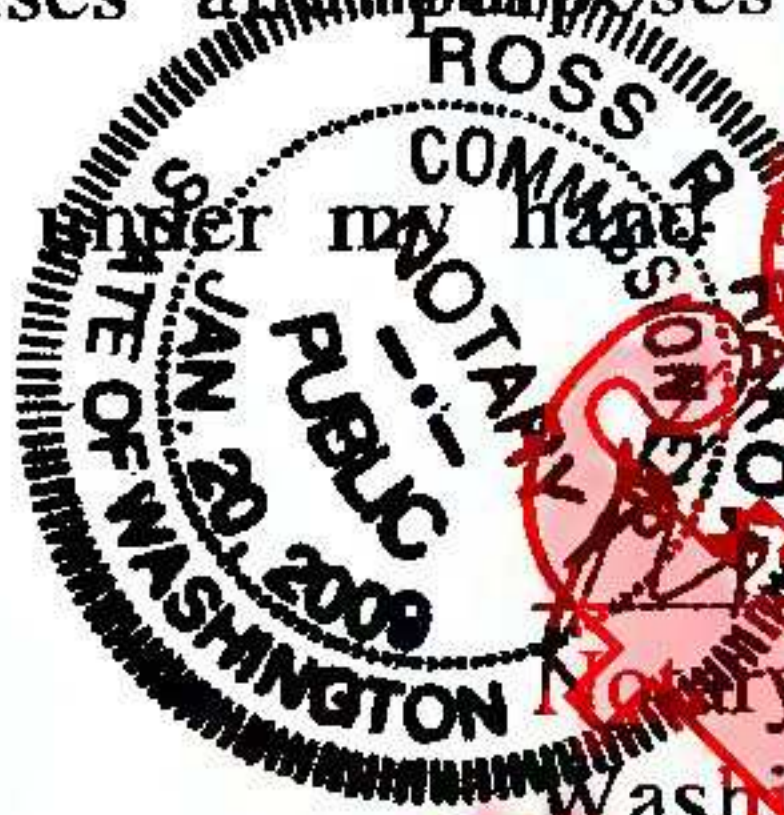
ss.

County of Klickitat)



This is to certify that on this day below written appeared before me Buck Ghosthorse and Vicki Ghosthorse, to me known to be the persons named in the within and foregoing instrument and did acknowledge to me that they signed the same as their free and voluntary act and deed for the uses and purposes above mentioned.

Given under my hand this 8 day of June 2006.



Rakow

Notary Public in and for the State of Washington, residing at Goldendale.

UNRECORDED

Filed for Record at Request
of and after recording mail to:

Vicki Ghosthorse
649 Garrison Road
Goldendale, Washington 98620

Klickitat County, WA
REAL ESTATE EXCISE TAX

EXEMPT
DATE: 2-25-13
COUNTY CLERK
By: *[Signature]*

Notice of Amended and Restated Declaration of Trust

Reference No.:	1068964
Grantor:	Vicki Ghosthorse
Grantee:	The Buck Ghosthorse and Vicki Ghosthorse Trust of June 2006, n/a first dated June 8, 2006
Legal Description:	The Northeast quarter of the Northwest quarter; and the North quarter of the Southeast quarter of the Northwest quarter of Section 19, Township 5 North, Range 15 East, W. M., situated in Klickitat County, State of Washington.
Assessor's Tax Parcel #:	05151900000200

The *Buck Ghosthorse and Vicki Ghosthorse Trust of June 2006*, first dated June 8, 2006, and recorded on March 28, 2007, under Klickitat County Auditor's Recording No. 1068964, has been Amended and Restated on February 22, 2013.

DATED this 22 day of February, 2013.

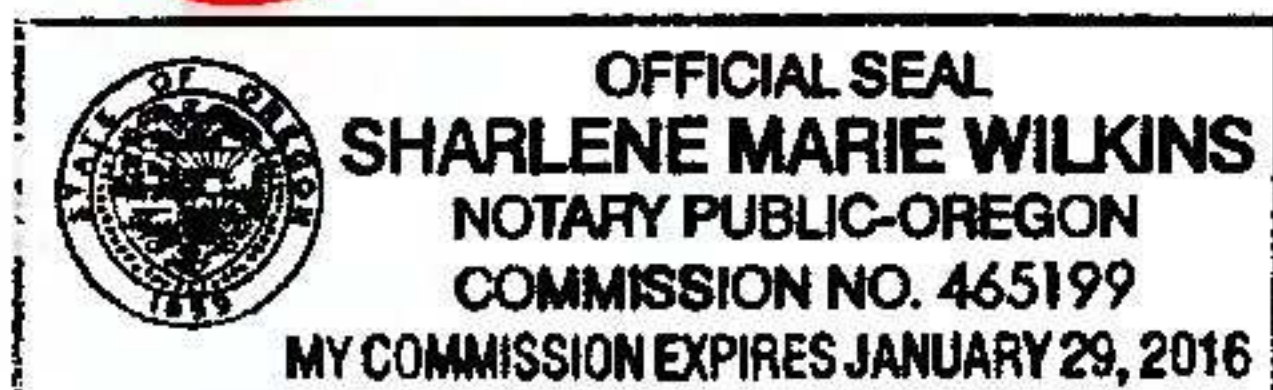
[Signature: Vicki Ghosthorse]
VICKI GHOSTHORSE
GRANTOR

STATE OF ~~WASHINGTON~~ ^{OR}

COUNTY OF ~~KING~~ ^{Hood River}

I certify that I know or have satisfactory evidence that VICKI GHOSTHORSE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it in his/her capacity as the Grantor of The Buck Ghosthorse and Vicki Ghosthorse Trust of June 2006, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 22nd day of February, 2013.



[Signature: Sharlene Marie Wilkins]
Sharlene Marie Wilkins

Print Name

NOTARY PUBLIC in and for the

State of ~~Washington~~ ^{OR}

at Hood River

My Commission expires 1-29-2016

Notice of Amendment and Restatement of Declaration of Trust - PAGE 1 OF 1

