



201810010251

10/01/2018 03:55 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

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WHEN RECORDED RETURN TO:

Land Title and Escrow

02-169385-0E

DOCUMENT TITLE(S):

Declaration of Revocable Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Kent Stellby & Kristin K. Stellby

GRANTEE:

Kent Stellby and Kristin K. Stellby Revocable Trust

ABBREVIATED LEGAL DESCRIPTION:

Lot 33, Sterling Place.

TAX PARCEL NUMBER(S):

4641-000-033-0002, P107120

SHINE, BROWNE & DIAMOND, APC
ATTORNEYS AT LAW
"THE OLD POST OFFICE"
121 SOUTH AUBURN STREET
GRASS VALLEY, CA 95945

DECLARATION OF REVOCABLE TRUST

OF

KENT STELLBY and KRISTIN K. STELLBY

KENT STELLBY and KRISTIN K. STELLBY (referred to herein as "Grantors", "Trustees", and sometimes as "Husband" and "Wife" depending on the context) declare that they have transferred or will transfer to themselves as Trustees the property listed in Schedule A attached hereto and that they hold and will hold that property and any other property of the trust estate in trust for the primary benefit of themselves and their family on the terms set forth in this Declaration. The Grantors declare that Wife has no children and that Husband has two (2) children by a prior marriage: KRISTIN J. STELLBY AND GRETCHEN J. STELLBY.

ARTICLE 1.

TRUST ESTATE AND TRUSTEES

A. Trust Estate. Property subject to the terms of this Declaration of Trust is referred to as the "trust estate" and shall be known during the joint lives of the Grantors as the KENT STELLBY and KRISTIN K. STELLBY REVOCABLE TRUST.

B. Retention of Property Character. Any community property transferred to the trust shall remain community property after its transfer. It is the Grantors' intention that as Trustees they shall have no more extensive power over the community property transferred to the trust estate than they would have had under California Civil Code Sections 5125 and 5127 had this Trust not been created, and this instrument shall be so interpreted to achieve this intention. This limitation shall terminate on the death of either Grantor.

All separate property of either of the Grantors transferred to this Trust and the proceeds thereof shall be identified and shall retain its character as separate property during the joint lifetimes of Grantors.

C. Trustees. Husband and Wife are the Co-Trustees (hereinafter jointly referred to as "the Trustee") of all trusts created by, or to be created in accordance with this Declaration of Trust, to serve without bond. Should either Husband or Wife become unable because of death, incompetency or other cause, to serve as Trustee, or should he or she resign as Trustee, then the other shall serve as sole Trustee of all trusts provided for in this Trust Agreement.

Husband and Wife, while acting as Trustees, or either of them while acting as sole Trustee, are authorized in their absolute discretion, and upon giving written notice or amendment, to appoint or nominate at any time a substitute or successor Trustee or Co-Trustee, as the case may be, to act in place of any Trustee either then nominated or acting, except that Husband or Wife shall not have the power to remove any special Trustee acting pursuant to Article 3, Paragraph F below. The superseded Trustee, if then acting, shall, at the cost and expense of the Trust Estate, execute and deliver to such successor Trustee all conveyances and assignments, and do all things to confirm to such successor Trustee the authority to act as such.

Whenever in this Declaration of Trust, reference is made to Trustee or Trustees, such reference shall include not only the original Trustees named, but also any and all substitute Trustees and/or successor Trustees.

ARTICLE 6.

POWERS OF TRUSTEE

A. **Powers of Trustee.** To carry out the purposes of any trust created by this Will, the Trustee shall have the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

(1) To manage, control, grant options on, sell (for cash or on deferred payments with or without security), convey, exchange, partition, divide, improve, and repair trust property.

(2) To lease trust property for terms within or beyond the terms of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals, and to enter into community oil leases, pooling, and unitization agreements.

(3) To invest and reinvest the trust estate in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, preferred or common stocks, shares in investment trusts, investment companies, and mutual funds,

and mortgage participations, which persons of prudence, discretion, and intelligence acquire for their own account, and any common trust fund administered by the trustee.

(4) To invest in mortgage participations, in shares of investment trusts and regulated investment companies, including any under the control of any investment counsel employed by the trustee, in mutual funds,

We certify that we have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the Trustees. We approve the Declaration of Trust in all particulars and request that the Trustees execute it.

DATED: May 5, 1992

GRANTORS:

Kent Stellby
KENT STELLBY

Kristin K. Stellby
KRISTIN K. STELLBY

TRUSTEES:

Kent Stellby
KENT STELLBY

Kristin K. Stellby
KRISTIN K. STELLBY

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ATTEST:

On the date written below, KENT STELLBY and KRISTIN K. STELLBY declared to us, the undersigned, that the foregoing instrument, consisting of eighteen (18) pages, including this page, was the Declaration of Revocable Trust of KENT STELLBY and KRISTIN K. STELLBY, and they requested us to act as witnesses to it. They thereupon signed this Declaration in our presence, all of us being present at the same time. We now, at their request and in their presence, and in the presence of each other, have subscribed our names as witnesses.

EXECUTED on May 15, 1992, at Grass Valley, California. We declare under penalty of perjury,
pursuant to the laws of the State of California, that the foregoing is true and correct.

John L. Wilkerson
(signature)
Address:

Jennife L. Wilkerson
(print)
131 S. Auburn St.
Grass Valley CA 95945

Anita R. Dall
(signature)
Address:

ANITA R. DALL
(print)
131 S. AUBURN ST.
GRASS VALLEY, CA 95945

STATE OF CALIFORNIA)
)ss.
COUNTY OF NEVADA)

On May 15, 1992, before me, a Notary Public for the State of California, personally appeared KENT STELLBY and KRISTIN K. STELLBY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Grantors and the Trustees of the trust created by the above instrument, and to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal on the day and year first written above.



Anita R. Dall
Notary Public