

**WHEN RECORDED RETURN TO:**

Land Title & Escrow  
3010 Commercial Avenue  
Anacortes, WA 98221

**Land Title and Escrow**

02-170178-OE

**DOCUMENT TITLE(S):**

Trust Pages

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**

The Richard L. and Jane Rebecca Mullen Trust

**GRANTEE:**

Christopher Lynn Marls, Successor Trustee

**ABBREVIATED LEGAL DESCRIPTION:**

Unit 28, Portalis Island Homes Condo

**TAX PARCEL NUMBER(S):**

4847-000-028-0000, P122183

COPY

THE  
RICHARD L. AND JANE REBECCA MULLEN  
TRUST AGREEMENT

This Agreement is entered into by and between RICHARD L. MULLEN and JANE REBECCA MULLEN, as Grantors (the "Grantors"), and RICHARD L. MULLEN and JANE REBECCA MULLEN, as Trustees (the "Trustees").

ARTICLE I  
TRUST ESTATE

A. Name of Trust. This trust shall be known as THE RICHARD L. AND JANE REBECCA MULLEN TRUST.

B. Identity of Trust Estate. The Grantors hereby transfer and convey to the Trustees the property described on Exhibit "A" to this Agreement. Such property, and any other property hereafter transferred to the Trustees, shall be managed and distributed in accordance with the provisions of this Agreement.

C. Character of Trust Property. Any property transferred to or withdrawn from the trust shall retain its character as community property or separate property after its transfer or withdrawal. The Grantors and the Trustees agree that the Trustees shall retain and have only such powers with respect to the community property of the Grantors as, under California law, are consistent with such property of the Grantors contributed to the trust being and remaining their community property.

power of appointment, the remaining balance of the Exemption Trust shall be managed and distributed as provided in Article VI below.

#### **ARTICLE VI**

##### **DISTRIBUTION OF TRUST ESTATE ON DEATH OF SURVIVING GRANTOR**

On the death of the surviving Grantor, and to the extent not otherwise appointed by the surviving Grantor, the trust estate shall be distributed in equal shares to those of CHRISTOPHER LYNN MARIS, RICHARD MICHAEL MULLEN, and DIANE MATHESON, that survive the Grantors.

#### **ARTICLE VII**

##### **TRUSTEE POWERS**

To carry out the purposes of any trust subject to this Agreement, and subject to any limitations stated elsewhere in this Agreement, the Trustees shall exercise all rights and perform all acts that are necessary or advisable in the prudent management of the trust estate. The Trustees are vested with the following powers with respect to the trust estate, in addition to all of those powers enumerated in California Probate Code Sections 16220-16249, as amended from time to time:

A. Operate Business. To operate at the risk of the trust estate any business or other enterprise that the Trustees receive or acquire under the trust, or to sell or liquidate such property or business, provided that if the surviving Grantor so directs in

writing, the Trustees shall make all or part of the principal of the Surviving Grantor's Trust productive, or promptly convert any unproductive part of the Surviving Grantor's Trust into productive property;

B. Loans. To make loans, either secured or unsecured, including loans to the estates of the Grantors; to borrow, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of trust property;

C. Securities. To buy, sell and trade in securities of any nature, including short sales on margin, and for such purposes, to maintain and operate margin accounts with brokers, and to pledge any securities;

D. Manner of Holding Title. While either Grantor is acting as a Trustee, to hold any property in their names without designation as Trustees or in the name of a nominee or in another form without disclosure of the trust;

E. Rights and Options. To exercise or dispose of any or all options, privileges or rights;

F. Foreclosure. To foreclose mortgages and to exercise powers of sale under deeds of trust and to consent to the modification, renewal or extension of any note, bond, deed of trust or mortgage;

G. Contracts and Options. To enter into contracts or grant

**FIRST AMENDMENT TO  
RICHARD L. AND JANE REBECCA MULLEN  
TRUST AGREEMENT**

THIS IS AN AMENDMENT TO that certain Trust ("the Trust"), entitled THE RICHARD L. AND JANE REBECCA MULLEN TRUST AGREEMENT, dated September 17, 1992, by and between Richard L. Mullen and Jane Rebecca Mullen (who is also legally identified as both Jane Cowan Mullen and Jane C. Mullen), as Trustors, and the same Richard L. Mullen and Jane Rebecca Mullen (who is also legally identified as both Jane Cowan Mullen and Jane C. Mullen), as Trustees. Trustors reserved the right to amend the Trust in whole or in part, and now desire to amend the Trust as set forth herein.

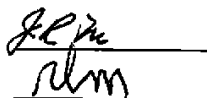
***Article VI, entitled "DISTRIBUTION OF TRUST ESTATE ON DEATH OF SURVIVING GRANTOR" is changed to read as follows:***

On the death of the surviving Grantor, and to the extent not otherwise appointed by the surviving Grantor, the trust estate shall be distributed in equal shares to those of CHRISTOPHER LYNN MARIS and RICHARD MICHAEL MULLEN that survive the Grantors.

***Article X, entitled "MISCELLANEOUS PROVISIONS", paragraph E. Applicable Law, is changed to read as follows:***

This Agreement, though originally entered into in the State of California, was amended in the State of Washington and its validity and construction shall henceforth be governed by the laws of the State of Washington.

The Trustors also strike the list attached to the original Trust entitled **EXHIBIT "A" PROPERTY TRANSFERRED TO THE TRUST**, and replace it with the document entitled **EXHIBIT "A"** attached herewith.



or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustees shall keep separate accounts for the different undivided interests.

D. Definitions. As used in this Agreement, "children" includes all legally adopted as well as natural children; and "issue" includes lawful descendants of all degrees, including adoptive descendants.

E. Applicable Law. This Agreement is entered into in the State of California and its validity and construction shall be governed by the laws of the State of California.

#### ARTICLE XI

##### TRUSTEE PROVISIONS

A. Appointment of Trustees. RICHARD L. MULLEN and JANE REBECCA MULLEN shall be the Trustees of any trust created by this Agreement. If either of them fails, for any reason, to continue to act as Trustee, then the other of them shall act as sole Trustee. If both of them fail, for any reason, to continue to act as Trustees, then in such event CHRISTOPHER LYNN MARIS shall act as Trustee. If she fails, for any reason, to continue to act as Trustee, then in such event RICHARD MICHAEL MULLEN shall act as Trustee. RICHARD MICHAEL MULLEN shall have the right to appoint a successor to himself as Trustee.

B. Replacement and Additional Trustees. Notwithstanding the foregoing, the Grantors, or the surviving Grantor, by an instrument