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**APN:** 005-400-07

RECORDING REQUESTED BY:

Kim Boyer, Esq. BOLICK & BOYER 10785 W. Twain Avenue, Suite 200 Las Vegas, Nevada 89135

WHEN RECORDED MAIL TO: MAIL TAX STATEMENTS TO:

LUPE VELASQUEZ 3227 Gatelight Ct. San Jose, California 95148 FOR RI

BOLICK & BOYER

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$25.00

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Book- 0487 Page- 0037

CERTIFICATE OF INCUMBENCY

STATE OF CALIFORNIA

) SS:

COUNTY OF SANTA CLAPA

LUPE VELASQUEZ, being duly sworn, deposes and says:

- 1. That SHIRLEY ANNE KEETLEY aka SHIRLEY KEETLEY, of Los Angeles County, California, created THE SHIRLEY ANNE KEETLEY REVOCABLE TRUST, dated February 25, 1993, and SHIRLEY ANNE KEETLEY aka SHIRLEY KEETLEY was named in said trust as the initial Trustee.
- 2. That SHIRLEY ANNE KEETLEY aka SHIRLEY KEETLEY died on April 8, 2007. See attached Certified Death Certificate marked as Exhibit "1."
- 3. That the following powers are conferred upon the successor Trustee: See attached ARTICLE III. POWERS OF TRUSTEE marked as <u>Exhibit "2."</u>
- 4. That the trust provides for the appointment of LUPE VELASQUEZ as the successor Trustee of the trust in the event of the death, incompetency, declination to act, or resignation of the Trustee. See attached copy of ARTICLE V. RESIGNATION AND COMPENSATION OF TRUSTEE marked as <a href="Exhibit">Exhibit "3"</a>) naming LUPE VELASQUEZ as the sole Successor Trustee; and said successor Trustee hereby files this certificate and accepts the trusteeship of said trust.

DATED this \_\_\_\_\_\_, day of \_\_\_\_\_\_\_, 2009.

LUPE VELASQUEZ

STATE OF CALIFORNIA  COUNTY OF SANIA CLARA	) ) SS: )	
me, the undersigned Notary Public, to me on the basis of satisfactory evi	LUPE VELASQUEZ, personally kno idence), to be the person whose named that he executed the within instrume	wn to me (or proved is subscribed to the
FEMY D. MCGRATH Commission # 1615484 Notary Public - California \$ Santa Clara County My Comm. Expires Nov 9, 2009	NOTARY PUBLIC	

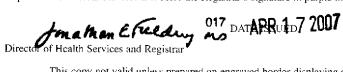
# CERTIFICATION OF VITAL RECORD

# **COUNTY OF LOS ANGELES**

# **DEPARTMENT OF HEALTH SERVICES**

	STATE FILE NUMBER	CERTIFICATE O STATE OF CALIFOR USE BLACK WK ONLY / NO ERASURES, WA VS-11: (REV 3006	F DEATH  RIA HIEDUTS OR ALTERATIONS320071901	5645 LOCAL PEGISTRATION NUMBER	-n	
ì	1. NAME OF DECEDENT-FIRST (Given)	2. M'DOLE	3. LAST (Family)			
¥ ¥	SHIRLEY  AKA, ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)	ANNE	DATE OF BIRTH mm/dd/cc/yy 6 AGE Yrs.	NDER ONE YEAR FUNDER 2	4HOURS 6, SEX	
A F	—		02/10/1931 76 Man	hs Days Hours	Mmutes F	
DECEDENT'S PERSONAL DATA	9. BIRTH STATE-FOREIGN COUNTRY 10. SOCIAL SECURITY NU MN	■ YES X NO	UNK DIVORCED	04/08/2007	6. HOUR (241lours) 1119	
DEN	18. EDUCATION - Highest Love/Degree 14-15. WAS DECEDENT HISPANICALA (see worksheet on hads)  LECCD _A TYLE_A THE) YES	TINO(A)/SPANISHY (If yes, see worksheet on bac X	NO CAUCASIAN	e listed (see worksheet on back)	\ \	
DECE	HS GRADUATE     YES		98 OR INDUSTRY (e.g., grocery store, road construction	employment agency, etc.) 19	YEARS IN OCCUPATION	
	MEAT PACKER	H	700D		25	
USUAL RESIDENCE	20. DECEDENT'S RESIDENCE (Street and number, or location)  11044 RESEDA BL				-	
		NTY/PROVINCE	23 ZIP CODE 24. YEARS IN COUNTY	25. STATE/FOREIGN COUNTR	14	
		OS ANGELES	91326 20	CA		
INFOR-	22. INFORMANT'S NAME, RELATIONSHIP  27. INFORMANT'S NAME, RELATIONSHIP  27. INFORMANT'S NAME, RELATIONSHIP  27. INFORMANT'S NAME, RELATIONSHIP  3227 GATELIGHT CT SAN JOSE, CA 95148					
	LUPE VELASQUEZ-DTR 28 NAME OF SUTVIVING SPOUSE/SROP-FIRST	29. MIDDLE	30. LAST (BIRTH NAME)	, 011 33140		
MATIC			/ \-\			
SSS NFOR	31 NAME OF FATHER/PARENT-FIRST ANDREW	32. MIDDLE	33. LAST KRONHOL	M SR.	34. BIRTH STATE DENMARK	
SPOUSE/SRDF AND PARENT INFORMATION		36 MIDDLE	37. LAST (BIRTH NAME)	T DK.	38 BIRTH STATE	
	VERONICA		KVECH	1	MN	
TOR/	39. DISPOSITION DATE munded/eeyy 40 PLACE OF FINAL DISPOSIT	75.	IGHT CT SAN JOSE, CA 9	5148		
FUNERAL DIRECTOR/ LOCAL REGISTRAR	41. TYPE OF DISPOSITION(S)	42. SIGNATURE OF EMBALM			CENSE NUMBER	
RALD ALRE	CR/RES	► NOT EN	MBALMED		ATE mm/dd/ecyy	
COCA	44. NAME OF FUNERAL ESTABLISHMENT MISSION HILLS CATHOLIC MTY	45. LIGENSE NUMBER   46.	SIGNATURE OF LOCAL REGISTRAP. CILLAL	שא מייי ל	11/2007 F	
	101. PLACE OF DEATH	10 1147		HER THAN HOSPITAL, SPECIFY	ONE	
PLACE OF DEATH	RESIDENCE	R LOCATION WHERE FOUND (Street and n	IP EF/OP DXA Hos	HOPE Nursing X	Homa Othor	
		SEDA BLVD	umber, or local.on)	NORTHRIDG	E	
	107 CAUSE OF DEATH Enter the main of events dise	The contract of the contract o	caused death CO NOT enter terminal events such	Time Interval Between 103, DE	TH REPORTED TO CORCNER/	
	IMMEDIATE CAUSE (A)		anning as not resident.	(AT)	ACCEPTAL NUMBER	
	(Tinal disease or condition resulting in death)  (B)	RREST	<del>\</del>	200	07-52687 OPSY PERFORMED?	
Ι,	Sequentially, list conditions, if any,	ISEASE		10 YRS	YES X NO	
SE CF DEATH	leading to cause (C) on Line A. Enter UNDERLYING		\ \	(CT) 110. A	UTOPSY PERFORMED? YES X 110	
<u>ن</u> ي	CAUSE (disease or Injury that initiated the events (D)			(DT) 10 US	ED IN DETERMINIFIG CAUSE?	
3	resulting in death) LAST				YES NO	
	112 OTHER SIGNIFICANT COLDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107  ATRIAL FIBRILLATION					
-	113 WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 1127 (If yes, lid type of operation and date.)					
	NO			TIS, LICENSE NUMBER   11	X 40 NNK	
N'S TION	114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED	S. SIGNATURE AND TRUE OF CERTIFIER	Cleso	A33230	04/09/2007	
YSIC!	(A) mm/dd/coyy (B) mm/dd/coyy 118	TYPE ATTENDING PHYSICIAN'S NAME,	WUNG ADDRESS, ZIP CODE		91325	
£ 2			17075 DEVONSHIRE ST		GE, CA	
	* IB. I CERTHFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AN MAINNER OF DEATH NATURAL ACCIDENT Homoride	Pending [17] 0	Could not be   120 INJURED AT WORK?	t21 INJURY DATE mm/dd/co	y, 122. MOUN (24 Hears)	
Ş	123. PLACE OF INJURY (e.g., home, construction site, wooded area, alo			.1	1	
SEON						
æs.	123. PLACE OF MJURY (e.g., home, construction site, wooder area, etc.)  124. DESCRIBE HOW MAJURY OCCURRED (Events which resulted in injury)  125. LOCATION OF INJURY (Street and number, or location, and city, and sip)					
RONE						
8						
Mary State of the	126, SIGNATURE OF COHONER / DEPUTY CORONER	127 DATÉ mm/di	id/coyy 128 TYPE NAME, TITLE OF CORONER		11.18   Elic 231    851   11.181   11.181   11.181	
ST		E		FAX AUTH.#		
REGIS				862/589	<u> </u>	
Sec.				<b>★</b> H	D06888	

This is a true certified copy of the record filed in the County of Los Angeles Department of Health Services if it bears the Registrar's signature in purple ink.



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



its provisions in any legal proceeding that is designed to thwart Settlor's wishes as expressed in this trust, any share or interest in Settlor estate given to that contesting beneficiary under this trust is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased Settlor.

# ARTICLE III. POWERS OF TRUSTEE

# Retain Investments of Settlor

Section 3.01. The Trustee is authorized to retain in the trust for such time as it may deem advisable any property, including shares of its own stock, received by it from the Settlor, whether or not such property is of the character permitted by law for the investment of trust funds, and to operate at the risk of the Trust Estate any business or property received by it from the Settlor.

#### Management of Trust Property

Section 3.02. The Trustee shall with respect to any and all property which may at any time, be held by it in trust pursuant to this Declaration, whether such property constitutes principal or accumulated income of any trust provided for in this Declaration, have power, exercisable in the Trustee's discretion at any time and from time to time on such terms and in such manner as Trustee may deem advisable, to:

(a) Sell, convey, exchange, convert, improve, repair,

manage, operate and control.

- (b) Lease for terms within or beyond the term of any trust provided for in this Declaration and for any purpose, including exploration for and removal of gas, oil, and other minerals; and enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.
- (c) Encumber or hypothecate for any trust purpose by mortgage, deed of trust, pledge, or otherwise.
- (d) Carry insurance of such kinds and in such amounts at the expense of the trusts provided for in this Declaration as the Trustee may deem advisable.
- (e) Commence or defend at the expense of any trust provided for in this Declaration such litigation with respect to any such trust or any property of the Trust Estate as it may deem advisable.
- (f) Invest and reinvest the trust funds in such property as the Trustee may deem advisable, whether or not of the character permitted by law for the investment of trust funds.
- (g) Vote and give proxies to vote any securities, including stock of the Trustee, held by it in trust pursuant to this Declaration, having voting rights.
- (h) Pay any assessments or other charges levied on any stock or other security held by it in trust pursuant to this

Declaration.

- (i) Exercise any subscription, conversion, or other rights or options which may at any time attach, belong, or be given to the holders of any stocks, bonds, securities, or other instruments held by it in trust pursuant to this Declaration.
- (j) Participate in any plans or proceedings for the foreclosure, reorganization, consolidation, merger, or liquidation of any corporation or organization that has issued securities held by it in trust pursuant to this Declaration, and incident to such participation to deposit securities with and transfer title of securities to any protective or other committee established to further or defeat any such plan or proceeding.
- (k) Enforce any mortgage or deed of trust or pledge held by it in trust pursuant to this Declaration and at any sale under any such mortgage, deed of trust, or pledge to bid and purchase at the expense of any trust provided for in this Declaration any property subject to such security instrument.
- (1) Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against any trust provided for in this Declaration.
- (m) Subject to any limitations expressly set forth in this Declaration and the faithful performance of its fiduciary obligations, to do all such acts, take all such proceedings, and exercise all such rights and privileges as could be done, taken,

or exercised by an absolute owner of the trust property.

#### Power to Borrow Money

Section 3.03. The Trustee is authorized to loan or advance its own funds to the trust for any trust purpose at the rate of interest being charged by the Trustee at the time such loan or advance is made to other persons having a net worth equal to that of the Trust Estate for similar loans or advances. Any such loan or advance, together with the interest accruing on such loan or advance, shall be a first lien against and shall be repaid from the Trust Estate.

#### Dealings With Settlor's Estate

Section 3.04. The Trustee is authorized to purchase securities or other property from and to make loans and advancements from the Trust Estate with or without security to the executor or other representative of the Settlor's estate.

#### Manner of Holding Trust Property

Section 3.05. The Trustee may hold securities or other property subject to this Declaration in its name as Trustee under this Declaration, in its own name without a designation showing it to be Trustee under this Declaration or in the name of its nominee, or the Trustee may hold such securities unregistered in such condition that ownership will pass by delivery.

#### Determination of Principal and Income

Section 3.06. Except as otherwise specifically provided

in this Declaration, the Trustee shall have full power and authority to determine, in its discretion, what shall constitute principal of the Trust Estate, gross income, or net income of the Trust Estate distributable under the terms of this Declaration. The determination of the Trustee as to what constitutes principal, gross income, or net income of the Trust Estate shall, except as may be otherwise expressly provided in this Declaration, be conclusive and binding on all persons in any manner interested in any trust created or to be created pursuant to this Declaration.

#### Taxes and Expenses of Trust

Section 3.07. All property taxes, assessments, fees, charges, and other expenses incurred by the Trustee in the administration or protection of the trusts created by this Declaration, including the compensation of the Trustee provided for in this Declaration, shall be a charge on the Trust Estate and shall be paid by the Trustee prior to final distribution of the Trust Estate in full out of the principal or in full out of the income of the Trust Estate, or partially out of the income of the Trust Estate, in such manner and proportions as the Trustee may deem to be advisable. The determination of the Trustee to pay such expenses and charges from the principal or income of the Trust Estate or partially from each shall be conclusive and binding on all persons in any manner interested in any trust created or

pursuant to this Declaration.

#### Employment Benefits

Section 3.08. Notwithstanding Section 2.03, no assets of the Trust Estate shall be used which are excludable from the Settlor's gross estate for Federal Estate Tax purposes because of the provisions of Section 2039(c) of the Internal Revenue Code of 1954, as amended, or any like provision in effect at the Settlor's death, to make payments to or for the benefit of the Settlor's estate. However, this provision shall not prevent the use of such assets to purchase properties from or make loans to the Settlor's estate pursuant to Section 3.04.

#### Elections Under Tax Laws

Section 3.09. The Trustee may make such elections under the Federal and State income and estate tax laws applicable to the Trust Estate as the Trustee determines should be made for the benefit of the trust beneficiaries, generally. No compensating adjustments between principal and income shall be made even though the elections made under the tax laws by the executor of Settlor's estate or the Trustee may affect, beneficially or adversely, the interests, of the beneficiaries. The actions of the Trustee shall be binding upon all beneficiaries.

#### Closing Period

Section 3.10. To permit the orderly use of trust assets to

meet obligations arising by reason of the death of a Settlor or other beneficiary and to provide for the orderly disposition or distribution of assets of the trust, notwithstanding any provision which might require immediate distribution of this trust, such trust shall be deemed to continue and the Trustee is authorized to hold, administer, and manage the same during a closing period which shall continue until a final determination of Federal estate or generation-skipping transfer taxes shall have been made. No beneficiary shall be entitled to demand payment or distribution of his share before the end of the closing period, but the Trustee, in its sole discretion, may make partial or complete distribution of any share at such times and in such amounts as are determined to be equitable by the Trustee. Retention of a beneficiary's share shall not affect his right to the income therefrom (if any) or his power of disposition over such property.

### Employment of Attorneys and Advisors

Section 3.11. The Trustee may employ any attorney, investment advisor, accountant, broker, tax specialist or any other
agent deemed necessary in the discretion of the Trustee; and to
pay from the Trust Estate reasonable compensation for all
services performed by any of them.

assets of the Trust Estate and on any division of the assets of the Trust Estate into shares or partial shares, the Trustee may distribute or divide such assets in kind, may distribute or divide undivided interests in such assets, or may sell all or any part of such assets and make distribution or division in cash, in kind, or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate or any trust provided for in the Declaration shall be binding on all persons in any manner interested in any trust provided for in this Declaration.

#### Definition of "Issue" and "Children"

Section 4.08. The terms "issue", "child", and "children" include a person born out of wedlock if a parent-child relationship, as defined under the California Uniform Parentage Act, exists between this person and one through whom this person claims benefits under this trust. These terms do not include persons who are adults at the time of adoption.

# ARTICLE V. RESIGNATION AND COMPENSATION OF TRUSTEE Resignation of Trustee

Section 5.01. In the event of the death, incompetency, declination to act, or resignation of the Trustee, then Settlor's

Daughter, LUPE VELASQUEZ, shall be Trustee of the trusts provided for in this Declaration; however if she resigns, dies or becomes legally incapacitated, Settlor's Daughter, CAROLE UZPEN, + shall be Trustee of the trusts provided for in this Declaration.

#### Rights and Powers of Successor Trustee

Section 5.02. Any successor Trustee appointed as provided in Section 5.01 of this Declaration because of the death, resignation, or other act of the Trustee, shall, on such appointment being made, immediately succeed to all title of the Trustee to the Trust Estate and to all powers, rights, discretions, obligations and immunities of the Trustee under this Declaration with the same effect as though such successor were originally named as Trustee in this Declaration.

#### Compensation of Trustee

Section 5.03. The Trustee shall receive reasonable compensation for his or her services under this Declaration.

#### ARTICLE VI. CONSTRUCTION OF TRUST

#### Applicable Law

Section 6.01. The trusts created by this Declaration have been accepted by the Trustee in the State of California, will be administered by the Trustee in California, and the validity, construction, and all rights under this Declaration shall be governed by the laws of the State of California.