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RECORDED AT REQUEST

ATTORNEY

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OFFICIAL RECORDS
SANTA CLARA COUNTY, CALIF.
JUL 13 1971

\$14.00

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MICRO
FEE \$1.

Recording Requested by:

Law Offices of GIANELLI-BREW

And When Recorded Mail to:
(see page 7)

Law Offices of GIANELLI-BREW
A PROFESSIONAL CORPORATION
P. O. Box 458
Sonora, California 95370

DURABLE POWER OF ATTORNEY

I, MILDRED I. MOODY, ("Principal",) do hereby nominate, constitute and appoint DAVID W. MOODY, or if he is unable to act, then I appoint RICHARD A. MOODY, as my true and lawful attorney in fact, (hereinafter referred to as my "Agent".)

1. Effective Date and Duration

This Durable Power of Attorney is effective as of the date signed and shall continue until the death of the Principal or revocation of this Durable Power of Attorney by the Principal. This durable power of attorney shall not be affected by subsequent disability or incapacity or the Principal and is intended to be a Durable Power of Attorney under Article 3, Section 2400 of the California Civil Code.

2. Signing

When the Agent signs on behalf of the Principal, the Agent shall use the following form as authorized in California Civil Code Section 1095:

"MILDRED I. MOODY, by DAVID W. MOODY, Attorney in Fact"

or

"MILDRED I. MOODY, by RICHARD A. MOODY, Attorney in Fact"

3. Powers

The Agent is given the powers contained herein with full power of substitution, revocation and delegation. These powers are to be used solely for the Principal's

benefit and behalf. The powers shall be used in a fiduciary capacity. As to the Principal's assets (i) standing in the Principal's name, or (ii) held for the Principal's benefit, or (iii) acquired for the Principal's benefit the Agent shall have the following powers:

(a) As to any commercial, checking, savings, and loan account in the Principal's name or opened for the Principal's benefit -- to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts;

(b) As to any promissory note receivable, secured or unsecured -- to collect on, compromise, endorse, borrow against, hypothecate, release, and reconvey that note and any related deed of trust;

(c) As to any shares of stock, bonds, or any documents or instruments defined as securities under California law -- to open accounts with stock brokers (on cash or on margin), close accounts with a stock broker, buy, sell, endorse, transfer, hypothecate and borrow against;

(d) As to any real property -- to collect rents, disburse funds, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for any transaction in this sub-paragraph (d), and to sell any of the real property;

(e) As to any other property not listed in paragraphs (a), (b), (c) and (d) -- to buy, sell, and dispose of as needed in the Agent's judgment for the Principal's welfare and comfort;

(f) To hire and to pay from the Principal's funds for counsel and services of professional advisors, including without limitations -- physicians, dentists, accountants, attorney, and investment counselors;

(g) As to the Principal's income taxes and other taxes -- to sign the Principal's name, hire preparers and advisors and pay for their services from the Principal's funds, and to do whatever is necessary to protect the Principal's assets from assessments;

(h) To transfer to the Trustee of a revocable trust of which the Principal is a Trustor (Grantor) and a beneficiary;

(i) To buy in name of the Principal those U.S. Government bonds referred to as "Flower Bonds" that may be used to pay federal estate taxes on the Principal's death;

(j) To apply for and collect government insurance benefits (including but not limited to Medicare, Medi-Cal or other accident and health benefits);

(k) Subject to any limitations in this document, the Agent has the power and authority to make gifts of the Principal's assets according to the statement(s) the Principal has indicated below with the Principal's signature which reflects the Principal's desires. If the Principal does not sign next to either item the Agent will not have the authorization to make gifts of the Principal's assets.

Robert S. Murphy The Principal authorizes the Agent to make gifts to the Principal's children, grandchildren, and great grandchildren, but the Agent shall not make gifts to him/herself, except as otherwise provided herein; (If the Agent is a child of the Principal that Agent may make gifts to him/herself or to the Agent's issue, provided that the Agent make pro-rata gifts to the Principal's other children or their issue per stirpes to equalize the gifts to the Agent or his or her issue.)

The Principal authorizes the Agent to make gifts, in the Agent's judgment, to charitable, scientific, or educational institutions according to the Principal's pattern of charitable giving during the past five (5) years;

(l) To sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, when, in our judgment the Principal's family's best interests would be served; to that end, to hire and to pay for legal and financial counsel to make that decision as to whether to file that disclaimer;

(m) To create and contribute to any employee benefit plan (including a plan for a self-employed individual) for the Principal's benefit; to select any payment option under any IRA or employee benefit plan in which the Principal is a participant (including plans for self-employed individuals) or to change options the Principal has selected; to make voluntary contributions to such plans; to make "roll-overs" of

plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to nonemployee spouses under state or federal law; to make and change beneficiary designations, including revocable and/or irrevocable designations; to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan;

(n) To contract with any institution for the maintenance of a safe-deposit box in the Principal's name, whether or not the contract for such safe-deposit box was executed by the Principal (either alone or jointly with others) or by the Agent in the Principal's name; to add to or remove from the contents of such safe-deposit box in the Principal's name and to terminate any and all contracts for such boxes;

(o) To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving the Principal in any way, including but not limited to claims by or against the Principal arising out of property or otherwise engage in litigation involving the Principal or under such circumstances that the loss resulting therefrom will or may be imposed on the Principal; to otherwise engage in litigation involving the Principal, the Principal's property or any interest of the Principal, including any property or interest or person for which or whom the Principal has or may have any responsibility;

(p) To withdraw and/or receive the income or corpus of any trust over which the Principal may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

(q) To renounce any fiduciary position to which the Principal has been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which the Principal has

been or may be elected or appointed; to resign any such positions in which capacity the Principal is presently serving; to file any accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as the Principal's Agent shall deem appropriate.

4. Limitations of Powers

The Agent shall not have the following powers:

(a) To use the Principal's assets to pay for the Agents own legal obligations, including, but not limited to, support of dependents;

(b) To exercise any of the powers of the trustee under any irrevocable trust of which the Agent is the Trustor (Grantor) and of which the Principal is the Trustee;

(c) To exercise the incidents of ownership over any life insurance policies the Principal owns on the Agent's life.

5. Miscellaneous

(a) Nomination of Conservator - If protective proceedings of the Principal's person or estate or both are begun after this document is signed, the Principal nominates for the Court's consideration the following person:

For the conservatorship of the person: DAVID W. MOODY, or if he is unable or unwilling to act, then the Principal nominates RICHARD A. MOODY.

For the conservatorship of the estate: DAVID W. MOODY, or if he is unable or unwilling to act, then the Principal nominates RICHARD A. MOODY.

(b) Severability - If any provision of this document is not valid, all other provisions shall remain valid;

(c) The Agent's Freedom from Liability When the Agent shows Good Faith - The Agent is not liable to the Principal or any of the Principal's successors when, in good faith, act or do not act under this document; but this freedom from liability is not effective in the

event of the Agent's willful misconduct or gross negligence;

(d) Plural and Singular - Where required, the singular includes the plural and plural includes the singular;

(e) California Governing Law - California law governs this durable power of attorney in all respects.

(f) Signing - I, the Principal, sign this Durable Power of Attorney on this 8 day of May, 1991, at Sonora, California.

PRINCIPAL:

Mildred I. Moody
MILDRED I. MOODY

James A. Gianelli
James A. Gianelli, Witness

Carol A. de Neveu
Carol A. de Neveu, Witness

STATE OF CALIFORNIA)
) ss.
COUNTY OF TUOLUMNE)

On this 8th day of May, 1991, before me, a Notary Public for the state and county, personally appeared MILDRED I. MOODY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed it.



Carol A. de Neveu
Notary Public

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AFTER RECORDING RETURN TO:

David Moody
6733 Milbert
Klamath Falls, OR 97603

RESERVED FOR RECORDERS USE (KLAMATH COUNTY)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 30th day
of July A.D., 19 91 at 12:21 o'clock P.M. and duly recorded in Vol. M91
of Power of Attorney on Page 14816.

Evelyn Biehn - County Clerk

By David Moody

FEE \$35.00