

Recording Requested by
and When Recorded Mail to:
Michael J. Anderson
77 Cadillac Drive, Suite 100
Sacramento, CA 95825

Vol. m93 Page 19808

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

DURABLE POWER OF ATTORNEY

Know all men by these presents that I, MURVA ILO MORRISON, the undersigned of Sutter County, California, do hereby make, constitute and appoint CHARLOTTE BORGMAN of Sutter County, California and PHILLIP N. MORRISON of Sutter County, California, as my true and lawful Co-Attorneys in fact for me.

If either one is unable to act as Co-Attorney, then the other shall act as my Sole Attorney.

When you, as my Attorney in Fact, sign on my behalf under the powers I give you in this document, you shall use the following form as authorized in California Civil Code Section 1095.

MURVA ILO MORRISON, by CHARLOTTE BORGMAN and PHILLIP N. MORRISON her Co-Attorneys in Fact.

Said Attorney shall act in my capacity to do any and all of the following:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever.

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, cases in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to, me or in which I have or may hereafter acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, settle, compromise and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts or other sufficient discharges for the same.

3. To sell, for cash or on credit, or both, and at public or private sale, any real or personal property whatsoever; and to invest and reinvest my real and personal property, or the proceeds thereof, in such assets, real or personal, as my Attorney in Fact may think proper.

4. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew; to maintain, repair,

improve, manage, develop, exchange, partition, change the character of, or abandon any real or personal property whatsoever of any interest therein; to insure any assets owned by me against damage or loss; and to incumber, mortgage, or pledge any such property or any interest therein.

5. To vote any security owned by me, in person or by general or limited proxy.

6. To deposit any moneys with any bank or banker or other person, either in my or my Attorney's name, and to employ any of such money or any other money to which I am entitled in the payment of any debts, or interest, payable by me, or taxes, assessments, insurance, and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit.

7. To borrow any sum or sums of money on such terms and with such security, whether real or personal property, as my Attorney in Fact may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, and other instruments which may be necessary or proper.

8. To sign personal income tax returns on my behalf, collect income tax refunds payable to me and to agree to changes in my tax returns with Internal Revenue Service, California Franchise Tax Board, or equivalent taxing authority having jurisdiction over me.

9. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name.

10. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

11. To continue whatever provision has been made by me, prior to the creation of this power or thereafter, for my spouse, children, and/or dependents, with respect to automobiles, or other means of transportation, including by way of illustration but not by way of restriction, power to license, to insure and to replace any automobiles owned by me and customarily used by my spouse, children, and/or dependents; to apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such

transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

12. To continue whatever charge accounts have been operated by me prior to the creation of this power or thereafter, for the convenience of my spouse, children, and/or my dependents, to open such new accounts as Attorney shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such charges prior to the creation of this power.

13. To continue the discharge of any services or duties assumed by me prior to the creation of this power or thereafter, to any parent, relative or friend of mine.

14. To do all acts necessary for maintaining the customary standard of living of my spouse, children, and/or dependents of mine, including by way of illustration and not by way of restriction, power to provide living quarters by purchase, lease or by other contract, or by payment of the operating costs, including interest, amortization payments, repairs and taxes, on premises owned by me and occupied by my family and/or dependents, to provide usual vacations and usual travel expenses, to provide usual educational facilities, and provide dependents, among other things, shelter, clothing, food and incidentals; and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, nursing home, convalescent home, or similar establishment.

15. To house (or provide for housing), support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals, or if the care and maintenance of such animals shall become unreasonably expensive in Attorney's opinion to dispose of such animals.

16. To make advance arrangements for funeral services, including but not limited to purchase of a burial plot and marker, and such other and related arrangements for services, flowers, ministerial services, transportation and other necessary, related, convenient or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances.

17. In Attorney's sole discretion in order to minimize current or prospective taxes or expenses of administration of my estate currently or upon my death, have prepared and executed a trust or irrevocable trust which by their terms may extend beyond my disability or life, and make amendments to any Revocable Trust or give the requisite consent under CPC §15404. Further, Attorney in case of a revocable trust can sign as trustee if I am the designated Trustee for purposes of executing any such amendments. The Attorney may take into consideration, but is not limited to, my past donative declarations, practices and conduct. However, any such actions must not have an adverse effect on the estate remaining after the proposed action has been taken such that it would be insufficient to provide for my needs as well as those to whom I am legally obligated.

18. In Attorney's sole discretion to convey, assign and transfer all or any part of my property and income of every kind and description, real, personal, intangible or mixed, wherever located, and whether acquired before or after the execution of this Power of Attorney, said property and income to be held, administered and distributed in accordance with the terms of the Trust created as provided in Paragraph 17 or currently in existence.

19. In Attorney's sole discretion, to assign to the Trust presently and prospectively (or designate trustee as beneficiary of) the proceeds of and policies of insurance which I may now or hereafter become entitled to receive, including but not limited to insurance proceeds payable by reason of my disability, the said proceeds to be held, administered and distributed in accordance with the terms of the trust.

20. My Attorney in Fact is expressly authorized to continue to hold and operate, to sell, or to liquidated, at the risk of my estate, any business, partnership interest, or capital stock of any corporation.

21. Represent me in all tax matters. To prepare, sign, and file federal, state, or local income, gift, other tax returns of all kinds, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code Section 2032A, or any successor section thereto, closing agreements and any power of attorney form required by the Internal Revenue Service, the Franchise Tax Board, or other taxing authority with respect to any tax year; to pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service, the Franchise Tax Board, other tax authorities; to exercise any elections I may have under federal, state or local tax law; and generally to represent me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service, Franchise Tax Board, and any other taxing authority;

This instrument is to be construed and interpreted as a general and durable power of Attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said Attorney in Fact.

This Durable Power of Attorney shall not be affected by disability of the principal, except as provided by statute.

22. The rights, powers, and authority of said Attorney in Fact herein granted shall commence and be in full force on the date hereof, and such rights, powers, and authority shall remain in full force and effect thereafter until terminated by written notice by me.

23. Attorney, Attorney's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my Will or under any Trust which I have created or shall hereafter create or any person whomsoever on account of any failure of Attorney to act pursuant to this Power of Attorney.

24. If any part of any provision of this Power of Attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Power of Attorney.

25. Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this Power of Attorney, but Attorney shall not be entitled to compensation for services rendered hereunder.

26. Notwithstanding any provision herein to the contrary, Attorney shall not satisfy the legal obligations of Attorney out of any property subject to this Power of Attorney, nor may Attorney exercise this power in favor of Attorney, Attorney's estate, Attorney's creditors or the creditors of Attorney's estate.

27. Notwithstanding any provision hereto the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any Trust created by Attorney as to which I am a Trustee.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney as of November 18, 1987.

Murva Ilo Morrison
MURVA ILO MORRISON

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On Nov 18th, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared MURVA ILO MORRISON, 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 the same.

WITNESS my hand and official seal.



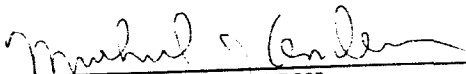
Michael J. Anderson
NOTARY PUBLIC

DECLARATION OF CALIFORNIA LAWYER

I declare under penalty of perjury under the laws of California that the following is correct:

1. I am a lawyer duly licensed to practice law in California.
2. I reviewed the above Durable Power of Attorney with the Principal before the Principal signed it.
3. The Principal communicated to me that the Principal wanted to give the uncanceled powers to the Attorney in Fact.
4. I supervised the signing of the Durable Power of Attorney by the Principal.

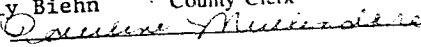
EXECUTED on Nov. 18, 1987 at Sacramento, California.

Signature of Lawyer: 
MICHAEL J. ANDERSON

Address of Lawyer: 777 CAMPUS COMMONS DRIVE, #167
SACRAMENTO, CALIFORNIA 95825

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 10th day
of Aug. A.D., 19 93 at 11:09 o'clock A M., and duly recorded in Vol. M93
of Power of Attorney on Page 19808

Evelyn Biehn County Clerk
By 

FEE \$30.00