

19104

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RECORDING REQUESTED BY

56 JUN -3 P2:31

WHEN RECORDED MAIL TO

NAME Kathleen M. High  
STREET ADDRESS 1300 COUNTRY VIEW DRIVE  
CITY Modesto, Ca. 95356  
STATE  
ZIP

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

# POWER OF ATTORNEY — General [includes optional DURABLE POWER OF ATTORNEY]

KNOW ALL PERSONS BY THESE PRESENTS: That I, KATHLEEN M. HIGHthe undersigned (jointly or severally, if more than one) hereby make, constitute and appoint RANDOLPH P. HIGH

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto, to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action. To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security, and to loan money and receive negotiable or non-negotiable notes therefor with such security as he/she shall deem proper;

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustor or beneficiary, to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security, to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof;

(f) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing or any kind or class as may be necessary or proper in the premises;

(g) [Strike if not applicable.] This Power of Attorney shall not be affected by subsequent incapacity of the principal [and shall remain effective for a period of \_\_\_\_\_ years after the disability or incapacity occurs].

(h) [Strike if not applicable.] This Power of Attorney shall become effective upon the incapacity of the principal [and shall remain effective for a period of \_\_\_\_\_ years after the disability or incapacity occurs].

(i) If (g) and/or (h) are not stricken, the following warning applies — **WARNING TO PERSON EXECUTING THIS DOCUMENT:**

This is an important legal document. It creates a durable power of attorney. Before executing this document, you should know these important facts:

1. This document may provide the person you designate as your attorney in fact with broad powers to dispose, sell, convey, and encumber your real and personal property.
2. These powers will exist for an indefinite period of time unless you limit their duration in this document. These powers will continue to exist notwithstanding your subsequent disability or incapacity.
3. You have the right to revoke or terminate this durable power of attorney at any time.

**GIVING AND GRANTING** unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do it personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situate.

My said Attorney is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 28th day of May, 1996

Kathleen M. High  
Kathleen M. High

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledge to me that \_\_\_\_\_ he \_\_\_\_\_ executed it.

WITNESS my hand and official seal \_\_\_\_\_  
Notary Public in and for said State.



STATE OF CALIFORNIA  
COUNTY OF Stanislaus

} ss.

On May 28, 1996, before me, the undersigned,  
personally appeared Kathleen M. High

\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Lana Daily*



(This area is for official notarial seal)

Title of Document \_\_\_\_\_

Date of Document \_\_\_\_\_ No. of Pages \_\_\_\_\_

Other signatures not acknowledged \_\_\_\_\_

STATE OF OREGON: COUNTY OF Klamath: ss.

Filed for record at request of Klamath County Title the 3rd day  
of June A.D., 19 96 at 2:31 o'clock P.M., and duly recorded in Vol. M96  
of Power Of Attorney on Page 16097

FEE \$10.00

By Bernetha G. Letsch, County Clerk