

03 AUG 28 PM 8:01

After Recording Return to:

RITA MILLS

2939 Crindale Rd.  
Klamath Falls, OR 97601

ASPEN 57454

Vol M03 Page 63521

Until a change is requested all tax statements

shall be sent to the following address:

RITA MILLS

Same as above

State of Oregon, County of Klamath

Recorded 08/28/2003 3:01 P mVol M03 Pg 63521-29

Linda Smith, County Clerk

Fee \$ 61.00 # of Pgs 9

## WARRANTY DEED

(INDIVIDUAL)

JEAN D. MARTIN, herein called grantor, convey(s) to RITA MILLS, AN ESTATE IN FEE SIMPLE all that real property situated in the County of KLAMATH, State of Oregon, described as:

A parcel of land located in the SE 1/4 NE 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Easterly right of way line of Crindale Road, said point being North 00° 13' 21" East, 1131.00 feet and South 00° 46' 39" East, 30.00 feet from the Northwest corner of the NE 1/4 of the SE 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian; thence North 00° 13' 21" East, along the Easterly right of way line of Crindale Road, 300.00 feet; thence South 00° 46' 39" East, 438.60 feet; thence South 00° 13' 21" West, 200.00 feet; thence North 00° 46' 39" West, 435.60 feet to the point of beginning.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, and apparent upon the land, contracts and/or liens for irrigation and/or drainage

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$200,000.00.

(Here comply with the requirements of ORS 93.330. This deed direct to the Grantee by the Grantor is being done at the direction of the Exchange company as part of a §1431 Tax Deferred Exchange by the Grantee.)

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.030.

Dated 8/7/03

x Jean D. Martin by Tr-T-J as her attorney in fact.  
JEAN D. MARTIN

Outforewin Solawo

STATE OF OREGON, County of Klamath) ss.

On \_\_\_\_\_ personally appeared the above named \_\_\_\_\_  
and acknowledged the foregoing instrument to be his/her/their  
voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

This Document is recorded at the request of:  
Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601  
Order No.: 00057454

61A

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

63522

State of California

County of

Solano

} ss.

On Aug 6 2003, before me,

Date

K.M. McIntyre - Notary Public

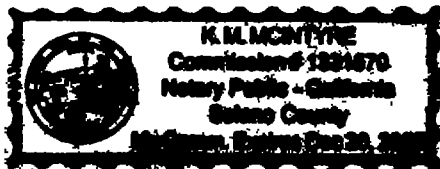
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ivor Telford

Name(s) of Signer(s)

☐ personally known to me

☒ 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]

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document:

Warranty Deed

Document Date:

8/6/03

Number of Pages:

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

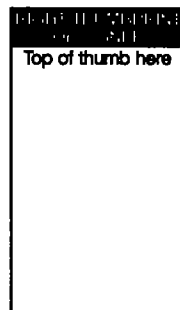
☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:



63523

Recorded in Official Records, Solano County

2/07/2003

Skip Thomson

10:03 AM

Assessor/Recorder

AR10

88

## RECORDING REQUESTED

BY:

Christopher W. Grimshaw

P ATTORNEY

Doc#: 200300020384

Title: 1

Pages: 6

## WHEN RECORDED

MAIL TO:



Fees	22.00
Taxes	0.00
Other	0.00
PAID	\$22.00

Jean D. Martin  
c/o Ivor Telford  
330 Camilia Way  
Vacaville, California 95688

Space above this line  
for recorder's use

JEAN D. MARTIN, Principal to IVOR TELFORD, Agent:

## DURABLE POWER OF ATTORNEY AND NOMINATION OF CONSERVATOR

## NOTICE 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 MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF.
2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU.
3. 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 INCAPACITY.
4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.
5. YOUR AGENT HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.

**TO WHOM IT MAY CONCERN:**

**63524**

**JEAN D. MARTIN, presently a resident of Vacaville, California, hereby appoints IVOR TELFORD, presently a resident of Vacaville, California, as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead:**

- 1. To manage, control, lease, sublease, and otherwise act concerning any real property which the principal may own, collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.**
- 2. To purchase real property on the principal's behalf; to mortgage, pledge, or otherwise encumber such newly acquired property; to commit the resources of the principal with respect to purchase of such property; to do all acts and execute all documents necessary for the purchase of such property; and to otherwise generally deal in all respects and have all powers described in this power of attorney with respect to such property.**
- 3. To grant, sell, transfer, convey, mortgage, deed in trust, pledge, and otherwise encumber and deal in all property, real and personal, that the principal may own, including but not limited to any real property described on any exhibit attached to this instrument and including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of any such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 3.**
- 4. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.**
- 5. To purchase, sell, invest, reinvest and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.**
- 6. To collect and deposit for the benefit of the principal all debts, interest, dividends or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.**
- 7. To pay any sums of money that may at any time be or become owing from the principal, to settle, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.**

8. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name on tax returns; to hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121, or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.

9. To deposit in and draw on any checking, savings, agency, or other accounts which the principal may have in any banks, financial institutions, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

10. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; mortgage participations; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

11. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

12. To commence enforcement proceedings, at the principal's expense, against any bank, financial institution, or other person or entity that fails or refuses to honor this durable power of attorney.

13. To transfer assets to any and all revocable living trusts of which the principal is or becomes a settlor.

14. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code section 2503(e) or any successor statute that excludes such payments from gift tax liability.

15. To make gifts on the principal's behalf to a class composed of the principal's children, any of their issue, or both to the full extent of the federal annual gift tax exclusion in

effect from time to time, including the \$11,000 per donee annual exclusion under Internal Revenue Code section 2503(b) or any successor statute, and for such purposes to remove the principal's assets from any grantor revocable trust of which the principal is a grantor.

16. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

17. To do all things and enter into all transactions necessary to provide for the principal's personal care and to maintain the principal's customary standard of living; to provide suitable living quarters for the principal; and to hire and compensate household, nursing and other employees as the agent considers advisable for the principal's well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of the principal's present and future residence, such as interest, taxes, and repairs; to procure and pay for clothing, transportation, medicine, medical care, food, and other needs; and to make arrangements, enter into contracts and commit the principal's resources on the principal's behalf with respect to provision of residential care for the principal in a convalescent hospital, skilled nursing home, or other alternative residential facility.

18. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

19. Notwithstanding any other possible language to the contrary in this instrument, the agent is specifically NOT granted the following powers:

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

(b) To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and

(c) To exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.

20. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.

21. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization that relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

22. This power of attorney shall apply to all presently owned and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.

23. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

24. This power of attorney shall not be affected by the principal's subsequent incapacity.


25. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.

26. The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if the principal later becomes incapacitated.

27. If a conservatorship of the principal's person or estate or both is deemed necessary, the principal hereby nominates IVOR TELFORD as conservator of the principal's person and estate.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on January 21, 2003.

  
JEAN D. MARTIN

ACKNOWLEDGMENT

63528

State of California  
County of Napa

On January 27, 2003, before me, Marie A. Schutz, Notary Public, personally appeared JEAN D. MARTIN, 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 to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Marie A. Schutz  
NOTARY PUBLIC

The undersigned acknowledges and accepts appointment as agent and agrees to serve as agent under this durable power of attorney

Date: January 27, 2003

Ivor Telford  
IVOR TELFORD



Notary Public  
Napa County, California  
Commission #1217634  
Expires April 30, 2003

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF  
DOCUMENT



63529

This is certified to be an exact reproduction of the filed record if certification is imprinted in purple ink, bearing date of issuance and an original signature of the Assessment Recorder or deputy.

BOB THOMSON

Solano County Assessment Recorder

Sgt. THOMSON Deputy

Date 09-07-07

Copy No. 05-42052

