

RECORDATION REQUESTED BY:

Virginia A. Carnes
1934 Carlson Drive,
Klamath Falls, Oregon 97603

State of Oregon, County of Klamath
Recorded 09/02/04 12:07 p m
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Linda Smith, County Clerk
Fee \$ 3/00 # of Pgs 3

AFTER RECORDATION, RETURN TO:

S/ Samuel Stearns Carnes
1934 Carlson Drive,
Klamath Falls, Oregon 97603

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That I, Virginia A. Carnes, wife of Samuel Stearns Carnes, whose residence and post office address is 1934 Carlson Drive Klamath Falls, Oregon 97603 hereinafter referred to as "Principal", hereby name, constitute and appoint Samuel Stearns Carnes, whose residence and post office address is 1934 Carlson Drive Klamath Falls, Oregon 97603 hereinafter referred to as the "Agent", to be the Principal's true and lawful attorney-in-fact to act for and in the Principal's stead, and for Principal's benefit and use, to do all and any of the following things; to wit:

1. To carry on and to transact all of the Principal's business in the State of Oregon and in the United States of America; to enter into, perform and carry out, and to rescind, terminate and cancel contracts of all kinds;
2. To buy, take on, lease and otherwise acquire, and to hold, sell, mortgage, hypothecate, pledge, lease and otherwise dispose of and in any and every manner deal with real property, leaseholds and other interests in real property, stocks, bonds, goods, ware, merchandise, chooses in action and other property and rights of any nature whatsoever in possession or in action; and to sign, seal, execute, acknowledge and deliver deeds, bills of sale, contracts, agreements, options, leases and other instruments;
3. To transact all of the Principal's ordinary bank and finance business at any of the banks, savings and loan associations or financial institutions in the State of Oregon or in the United States of America; to draw checks on said banks; to endorse checks, promissory notes, drafts and bills of exchange for collection or deposit; to waive demand and notice of protest of all such writings; to deposit and withdraw any sum of money from any of the Principal's accounts with said banks, savings and loan associations or financial institutions;
4. To accept drafts and other negotiable instruments and to receive, endorse, negotiate and deliver bills of lading and other evidences and documents of title to merchandise stock certificates and other securities; and to borrow money from said banks, savings and loan associations or financial institutions in the State of Oregon or in the United States of America, from time to time upon such terms and at such rates of interest as the Agent shall deem proper or expedient, either without security or upon the security of all or any portion or portions of the Principal's property, whether real, personal or mixed;
5. To give, make, sign, seal, execute, acknowledge, and deliver promissory notes and other obligations, mortgages, pledge agreements, hypothecations and other securities and any such mortgage, pledge agreements or hypothecations may be with such powers of sale and/or foreclosure and may

contain such other provisions, covenants and conditions as may be deemed necessary or desirable by the Agent; and to execute all documents and writing of whatsoever kind and nature in connection therewith;

6. To collect, receive, enforce payment and collection of and otherwise reduce all sums of money and other kind of property whatsoever that may be due, payable or belonging to the Principal to which the Principal may be entitled to possession, or which lawfully should belong to the Principal;

7. To remise, release and quitclaim to all my estate, right, title and interest in any property of whatsoever kind or nature; to give, sign, seal, execute and deliver such bonds, guaranty, indemnity or other agreements or undertakings as may be necessary or proper or convenient in connection with any of the transactions hereby authorized; to vote at any and all meetings of stockholders of any corporation on any shares of stock which the Principal may own in such corporation and, by which the Principal is entitled to vote on any and all questions, elections and other issues that may come before such stockholders' meetings;

8. To exercise and/or claim any and all rights, options and other privileges whatsoever held by the Principal as an insured or as a beneficiary under any policy of insurance whether it be life insurance or any other insurance and to sign such papers as may be necessary in the execution thereof;

9. To prepare, sign, execute, acknowledge or swear to and to file any and all returns for income and other taxes to the State of Oregon and to the United States of America;

10. To prepare, make, execute, swear to or acknowledge any return, information, affidavit or report which may be required by any governmental authority, to pay all taxes, fees assessments and other similar claims as may become due and to do and perform all things lawfully required of me by authority of law; to make all reports and returns under the Social Security Act; to make charitable and other contributions which the Agent may deem wise;

11. To spend such sums of money for the Principal's family and make advancements to members of the Principal's family for their living expenses, education expenses and other necessary expenses;

12. To make investments deemed wise by the Agent, including investment in any governmental bonds;

13. The Principal hereby gives and grants unto the Agent full power of substitution to appoint and substitute another attorney-in-fact, and any such substitute duly appointed by the Agent shall have the same or more limited powers as herein given within the discretion of the Agent;

14. And generally, without any prejudice to any of the foregoing powers, the Principal hereby gives and grants unto the Agent full power to do any act, thing or deed for and in the Principal's behalf which the Agent may deem wise and proper.

Giving and granting unto the Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the Principal might or could do if personally present, hereby ratifying and confirming all that the Agent shall lawfully do or cause to be done by virtue of these presents.

This power of attorney shall take effect immediately upon being recorded.

This General Power of Attorney shall not be affected by Principal's disability, it being Principal's intent that the authority herein conferred shall be exercisable notwithstanding any incapacity or disability, and all acts done by Agent pursuant to the foregoing powers during any period of disability or incompetence shall have the same affect and inure to Principal's benefit and bind Principal and Principal's heirs, devisees and personal representative as if Principal were competent and not disabled, as provided by the Oregon Uniform Probate Code.

The terms "Principal" and "Agent", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Principals, all covenants of such parties shall for all purposes be joint and several.

In Witness Whereof, the Principal has signed this General Power of Attorney this 3rd day of September, 2003.

Virginia A. Carnes
Virginia A. Carnes, "Principal"

STATE of OREGON)

) ss

County of Klamath)

On this 3rd day of September, 2003, before me personally appeared Virginia A. Carnes, as Principal, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that Principal executed the same as Principal's free act and deed.

Witness my hand and seal.



Scott D. MacArthur
Notary Public, State of Oregon

My commission expires: 1/14/2006