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State of Oregon, County of Klamath  
Recorded 01/25/05 10:21 a m  
Vol M05 Pg 05275 - 80  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

RECORDING REQUESTED )  
BY )  
Elisabeth Kempe-Olinger )  
AND WHEN RECORDED )  
MAIL TO: )  
ROBERT L. NORTHRUP )  
P.O. Box 5873 )  
San Bernardino, CA 92412 )

Space above this line for recorder's use

ROBERT L. NORTHRUP, Principal, to JOHN H. NORTHRUP, Agent:

### DURABLE POWER OF ATTORNEY

#### 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 (AGENT) WITH BROAD POWERS TO MANAGE YOUR FINANCIAL AFFAIRS, INCLUDING THE AUTHORITY TO MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF, AND TO TAKE ACTIONS TO CARRY OUT YOUR ESTATE PLAN.

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:

ROBERT L. NORTHRUP aka ROBERT LEE NORTHRUP, (the principal), who currently resides at 12720 Wilmac Ave., Grand Terrace, CA 92313, hereby appoints JOHN H. NORTHRUP, who currently resides at 12720 Wilmac Ave., Grand Terrace, CA 92313 as the principal's true and lawful attorney-in-fact (agent) for the principal. If for any reason

the original agent under this durable power of attorney is unwilling or unable to continue to serve, DEBORAH MENNING whose current address is 51-815 Avenida Madero, La Quinta, CA 92253, shall instead serve as successor agent. In such case, one of the following documents shall be attached to this durable power of attorney: a resignation or declination to serve signed by the original agent; a written and signed opinion (or declaration under penalty of perjury) from a licensed physician that the original agent is physically or mentally incapable of serving; a certified court order as to the incapacity or inability of the original agent to serve; or a certified death certificate of the original agent. Third parties who deal with the successor agent shall be entitled to rely on the original power of attorney instrument with any such document attached.

My agent is authorized to take the following actions for me, the principal, and in my name, place, and stead:

1. To manage, control, lease, sublease, and otherwise act concerning the principal's interest in the real property; to collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; commit the principal's resources and contract on the principal's behalf regarding the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

2. To grant, sell, transfer, mortgage, deed in trust, convey, pledge, and otherwise encumber and deal in the principal's real property and to execute such instruments as the agent considers proper, specifically including but not limited to the power to:

(a) Represent the principal in negotiations for the sale of the real property, including but not limited to entering into listing agreements with brokers or other agents regarding such sale.

(b) Execute, acknowledge, and deliver contracts of sale, escrow instructions, deeds, covenants, agreements, assignments of agreements, and all other documents needed with respect to the sale of the real property.

3. 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.

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

5. 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.

6. 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 when the agent considers such acts to be in the principal's best interest.

7. 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; and mortgage participations.

8. 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.

9. 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.

10. 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 that may be made against the principal as the agent considers appropriate under the circumstances.

11. To borrow such sums as the agent determines to be necessary for the proper management of the principal's property, including but not limited to tax and estate planning matters; and to mortgage, convey by deed of trust, grant security interests in, or otherwise encumber, any real or personal property now or hereafter owned by the principal, whether acquired by the principal or the agent.

12. To apply for and make any elections required for payment of governmental benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit.

13. To establish one or more Individual Retirement Accounts (IRAs) and employee benefits plans (including a plan for a self-employed individual) on the principal's behalf, to contribute to any IRA or plan held in the principal's name, to roll over or direct transfers of plan benefits into other retirement plans or IRA accounts at the same company or at another company, to manage the accounts, to withdraw from any account without limitation, to select or change payment options and to apply for and make any elections under any

IRA or employee benefit plan in which the principal is a participant, including elections required for payment of any and all types of employee benefits to which the principal may be entitled, to take possession of all such benefits, and to distribute such benefits to or for the principal's benefit. The agent shall not have the power to designate and change beneficiaries.

14. To prepare and file all income and other federal and state tax returns that the principal is required to file; to sign the principal's name on tax returns, including Forms IRS 1040, FTB 540; to hire preparers and advisers 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 concerning all the above matters.

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

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

18. To execute and deliver disclaimers under Internal Revenue Code section 2518 and California Probate Code sections 260 through 295 or any successor statute.

19. 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.

The agent is authorized 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.

20. Regardless of any other possible language to the contrary in this document,

the agent is specifically NOT granted the following powers:

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

(b) To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life;

(c) To make a Will or Codicil to a Will for Principal or to revoke Principal's Will or Codicil other than by court order;

(d) Make a "Living Will" to suspend artificial life support systems if Principal becomes terminally ill;

(e) Exercise any power in any way to discharge any legal obligation that Agent may have, except that Agent may use community property of Principal and Agent to discharge community property debts and, to the extent there is no community property, Agent may use Principal's separate property to discharge community property debts, to the extent that said separate property is liable for said community property debts under applicable California law.

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 behalf. No person or organization that relies on the agent's authority shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

22. No successor agent shall be liable for any act, omission, or default of a prior agent. Unless requested in writing within 60 days after appointment by the principal or an adult beneficiary of the principal, no successor agent shall have any duty to investigate or review any action of a prior agent. The successor agent may accept the accounting records of the prior agent showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the principal's assets.

23. Any third party from whom the agent under this power of attorney 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 without liability to the principal, the principal's estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents, but only to the extent necessary to authorize such release.

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

25. If a conservatorship of the principal's estate is deemed necessary, the principal hereby nominates JOHN H. NORTHRUP, as conservator of the principal's estate. If he is unwilling or unable to serve for any reason, the principal hereby nominates DEBORAH MENNING as such conservator.

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.

26. The agent is authorized to make photocopies of this instrument and any attached documents as frequently and in such quantity as the agent deems appropriate. Each photocopy shall have the same force and effect as the original.

**WARNING TO NAMED AGENTS:**

**You should seek legal advice prior to acting as agent under this document because you're given broad powers and will have many duties which could result in legal liability if you're not acting in the best interest of the principal.**

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on January 12, 2005, at Colton, California.

  
ROBERT L. NORTHRUP

State of California )  
County of San Bernardino )

On January 12, 2005 before me, DEBRA A. YOUNG, a Notary Public, personally appeared ROBERT L. NORTHRUP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Durable Power of Attorney and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]

