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State of Oregon, County of Klamath Recorded 06/14/05 <u>X:09 a</u> m Vol M05 Pg <u>44099 - //6/</u>
Linda Smith, County Clerk
Fee \$ <u>3/00</u> # of Pgs 3

## **DURABLE GENERAL POWER OF ATTORNEY**

R-16 @ LawForms 10-83, 8-98

Effective Date: JUNE 01, 2005  Expiration Date: JUNE 30, 2005	Effective Place of Execution (County And State):  MOHAVE COUNTY  A'RIZONA
PRINCIPAL (Name, Address & Zip Code): SANDRA PELOSI P.O. BOX 3937 KINGMAN, AZ 86402	AGENT (Name. Address & Zip Code):  ANGELO G. PELOSI  P.O. BOX 3937  KINGMAN, AZ 86402

Principal constitutes and appoints Agent to act as the true and Lawful attorney for Principal and in the name, place and stead of Principal:

- 1. To draw and deposit moneys from bank accounts belonging to and in the name of the Principal; to enter and use the contents of these accounts and any safety deposit box for the use and benefit of Principal; and to ask, demand, sue for, recover, collect and receive all such sums of money, debts, clues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, as are now shall hereafter become due, owing, payable or belonging to Principal; and to have, use and take lawful ways or means, in name of Principal, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for, and grant acquittance or other sufficient discharges for Principal and in the name of Principal.
- 2. To make, seal, and deliver; to bargain, contract, agree, purchase, receive and take lands, tenements, hereditaments, upon such terms and conditions and under such covenants as Agent shall think fit; and to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, choices in action, and other property in possession or in action.
- 3. To make, do and transact all and every kind of business of whatever nature and kind for and in the name of the Principal, and as the principal's act and deed; and to sign, seal, execute, deliver, and acknowledge such deeds, covenants, indenture, agreements, mortgages, hypothecation's, charter parties, bills of lading, bills, securities, bonds, notes, receipts, evidences of debt, releases, and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the premises.
- 4. 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 Principal might or could do if personally present. The Principal hereby ratifies and confirms all that the Agent shall lawfully do or cause to be done by virtue of this General Power of Attorney.

(Continued on reverse)

- 5. To execute for the Principal when disabled or missing, any gifts to family members or charities; disclaimers or renunciations of inheritances, purchases of flower bonds; any tax returns or tax elections; any general or special powers of appointment under trusts or any other documents to protect the estate of the Principal except Wills, Contracts of Marriage or Dissolution, and Living Wills.
- 6. This Power of Attorney shall not be affected by disability of the Principal. This Durable General Power of Attorney may be revoked by the Principal giving actual written notice to anyone dealing with the Agent or by recording, a Revocation of Power of Attorney with the county Recorder of County. If this General Power of Attorney is not revoked within 6 months from its effective date by recording a Revocation, it shall be considered to be renewed and effective for additional 6 months periods until either revoked by recording a Revocation of Power of Attorney or expired pursuant to the expiration date. The failure of the Principal to record this Revocation shall be construed as a renewal of the Power of Attorney.
- 7. The Agent may (1) not use the assets of Principal to pay his own legal obligations, (2) has no authority over any life insurance policies where Principal is the owner and Agent is the life insured, and (3) has no authority over any Irrevocable Trust where the Principal is the Trustee and Agent is the Grantor.
- 8. The Principal, by initialing below, agrees to allow the Agent to reimburse himself/herself for reasonable costs with the execution of this Durable General Power of Attorney. Those include, but are not limited to travel costs, lodging, meals, attorney and accounting fees, and the like. By initialing below, the Principal wishes the inclusion of this paragraph.

Principal Initials >

Witnesses Initials \_\_\_\_

9. The Principal, by initialing below, wishes that the Agent additionally benefit from the Principal's assets, specifically outlined as follows:

By initialing below, in the presence of the witness, the Principal wishes the inclusion of this paragraph.

Principal Initials

Witnesses Initials

## WARNING TO PERSONS EXECUTING THIS GENERAL POWER OF ATTORNEY

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 agent with powers to dispose, sell, convey, and encumber your real 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 by (a) recording a revocation in the public office designated for that purpose on this Power of Attorney and (b) directly notifying your agent with respect to your property or other matters.

I, SANDRA PELOSI, THE PRINCIPAL, SIGN MY NAME TO THIS POWER OF ATTORNEY THIS 10TH DAY OF MAY 2005, AND BEING FIRST DULY SWORN, DO DECLARE TO THE UNDERSIGNED AUTHORITY THAT I SIGN AND EXECUTE THIS INSTRUMENT AS MY POWER OF ATTORNEY AND THAT I SIGN IT WILLINGLY, OR WILLINGLY DIRECT ANOTHER TO SIGN FOR ME, THAT I EXECUTE IT AS MY FREE AND VOLUNTARY ACT FOR THE PURPOSES EXPRESSED IN THE POWER OF ATTORNEY AND THAT I AM EIGHTEEN YEARS OF AGE OR OLDER, OF SOUND MIND AND UNDER NO CONSTRAINT OR UNDUE INFLUENCE.

I, Blian Bérumann Sham JG, JG, THE WITNESS, SIGN MY NAME TO THE FOREGOING POWER OF ATTORNEY BEING FIRST DULY SWORN AND DO DECLARE TO THE UNDERSIGNED AUTHORITY THAT THE PRINCIPAL SIGNS AND EXECUTES THIS INSTRUMENT AS HIS/HER POWER OF ATTORNEY AND THAT HE/SHE SIGNS IT WILLINGLY, OR WILLINGLY DIRECTS ANOTHER TO SIGN FOR HIM/HER, AND THAT I, IN THE PRESENCE AND HEARING OF THE PRINCIPAL, SIGN THIS POWER OF ATTORNEY AS WITNESS TO THE PRINCIPAL'S SIGNING AND THAT TO THE BEST OF MY KNOWLEDGE THE PRINCIPAL IS EIGHTEEN YEARS OF AGE OR OLDER, OF SOUND MIND AND UNDER NO CONSTRAINT OR UNDUE INFLUENCE.

Signature of Principal TERRY C. DEARBORN Signature of Witness NOTARY PUBLIC - ARIZONA MOHAVE COUNTY Signature of Witness

STATE OF ARIZONA	Date of this Acknowledgment
COUNTY OF MOHAVE	SS. MAY 10, 2005
Acknowledgment. On this date before me a Notary Public, persona proven to be the person whose name is subscribed to this instructor representative capacity, it is for the principal named and in the control of the principal named and the principal	capacity indicated.
Notary Expiration Date	Signature of Notary Public
JULY 14, 2008	Tony C. Dearbor
STATE OF	Date of his Acknowledgment SS.
COUNTY OF	Vicinity to be on
Acknowledgment. On this date before me a Notary Public, p satisfactorily proven to be the person whose name is subscribed to in a representative capacity, it is for the principal named and in	this instrument and acknowledged that he executed the same. If this persons name is subscribed
Notary Expiration Date	Signature of Notary Public