

AFTER RECORDING
RETURN TO

JANICE DEMETRAKOS
1860 MANZANITA
KLAMATH FALLS, OR 97601

MTK-70305 LW

DURABLE POWER OF ATTORNEY FOR PHYLLIS TUCKER

State Of Oregon, County Of Klamath

M05-62288

08/19/2005 10:54:59 AM

Of Pages 10 Fee: \$66.00

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 AGENT (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 OR 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:

I, PHYLLIS TUCKER, whose full name is Mary Phyllis Tucker, residing at 4814 Cottage, Klamath Falls, OR 97603, (PRINCIPAL) hereby appoints, JANICE DEMETRAKOS, residing at 1860 Manzanita, Klamath Falls, OR 97601, Telephone 541-884-8294, as my AGENT (ORIGINAL AGENT), for me and in my name, under the terms and conditions stated herein. If for any reason the ORIGINAL AGENT under this durable power of attorney is unwilling or unable to continue to serve, JEFFERY E. FOSTER, whose current address is 2180 Sloan Street, Klamath Falls, OR 97601, Telephone 541-884-3118, shall instead serve as successor AGENT (SUCCESSOR AGENT). In order for the SUCCESSOR AGENT to act, 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

66.00

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. Wherever the term AGENT appears in this durable power of attorney, it shall mean either the ORIGINAL AGENT or the SUCCESSOR AGENT as the circumstances may then require for me and in my name, under the terms and conditions stated herein.

A. IN GENERAL: My AGENT is authorized to do and perform everything which is desirable or necessary for my personal needs, and to conduct all of my financial and business matters regarding all of my property (whether real or personal or intangible and whether located in this State or another) as my AGENT shall deem proper and in my best interest. My AGENT has the power and authority to execute all necessary instruments and perform all necessary acts required for the execution and implementation of all authorizations contained in this document as fully and effectively as I could do if personally present. The enumeration of specific items, acts, rights, or powers in this document does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to my AGENT except where powers are expressly restricted.

B. PERSONAL NEEDS: My AGENT is authorized to do all things and enter into all transactions necessary to provide for my personal care, to maintain my customary standard of living, to provide suitable living quarters for me, and to hire, compensate, and discharge household, nursing, and other employees as my AGENT considers advisable for my well-being. The above shall specifically include, but not be limited to, the authority to procure and pay for clothing, transportation, recreation, travel, medicine, medical care, food, and other needs; and to make arrangements and enter into contracts on my behalf with hospitals, hospices, nursing homes, convalescent homes, and similar organizations. This authorization shall not replace any durable power of attorney for healthcare or be a substitute for the same or any other similar authority. In addition, and by way of expansion, and not limitation, to also:

B.1. Arrange for the care, veterinary treatment as needed, and disposition of my pets.

B.2. Make arrangements for my spiritual and religious needs.

B.3. Make advance funeral and burial arrangements in accordance with my wishes, as known to my AGENT; including my remains, if applicable.

B.4. Purchase, maintain, and repair my clothing, household furniture, furnishings, and other tangible personal effects. This includes the authority to dispose of worthless items that cannot be properly cleaned or repaired and to store items no longer needed or used by me while in a hospital, nursing home, or other residential facility.

B.5. Receive into my AGENT'S sole possession any and all items of personal property and effects that may be recovered from or about my person by any hospital, police agency, or any other person at the time of my illness, disability, or death.

B.6. To the extent possible, arrange for me to live in the same residential facility in a not for profit care facilities first, before for profit care centers, and choose facilities providing several levels of care so that should my condition decline, I would not have to be moved too often.

C. FINANCIAL AND BUSINESS AFFAIRS: My AGENT has authority to execute any instruments necessary to carry out this or any of the following powers.

C.1. To pay for my care, maintenance and support and general welfare and for that of those who are dependent on me for their support.

C.2. To create an irrevocable or revocable trust for my benefit with due consideration to my then existing desires and to transfer assets to any revocable or irrevocable trust which may then be created pursuant to this durable power of attorney, or which I have established, or may establish in the future, as my AGENT may determine in my AGENT'S sole discretion.

C.3. To make gifts prior to my Medicaid eligibility to or for the benefit of my children, or grandchildren, outright or in trust, in such amounts as my AGENT may determine, as permitted by federal and state law at the time of such gifts, which have the purpose of preserving assets in trust or otherwise for my supplemental needs and benefit.

C.4. To create a trust for me and those who are dependent on me for support in the event I suffer any physical or legal disability. I specifically provide that my AGENT shall do all that is reasonable and necessary to protect my estate. This shall include but is not limited to requiring all available publicly provided assistance be first exhausted before any sum from any trust is expended for any additional support, care or maintenance not otherwise provided by such public assistance for me. In the event a trust is created as provided herein, my AGENT shall have the power to accept, disclaim or assign all or any portion of any asset, property, income or benefits under the guidelines and restrictions of the trust and which is appropriate in the sole discretion of my AGENT.

C.5. To make direct payments to the provider for medical care for me under Internal Revenue Code section 2503(e) or any successor statute that excludes such payments from gift tax liability.

C.6. To do every act necessary or desirable and to serve as my representative payee with respect to rights and entitlements for my benefit from Social Security, Medicare, Medicaid, the military service and any other governmental benefit program.

C.7. To apply for and make any elections required for receipt of governmental benefits to which I may be entitled, to take possession of all such benefits, and to distribute such benefits to or for my benefit.

C.8. To apply for and make any elections required for payment of governmental benefits to which I may be entitled, to take possession of all such benefits, and to distribute such benefits to or for my benefit.

C.9. To pay my debts and other obligations.

C.10. To collect and receive any money, property and debts owned to me or to forgive any such debts as is appropriate in the opinion of my AGENT.

C.11. Collect, hold, retain, acquire, or dispose of any Asset (including any Asset in which the AGENT is personally interested) until, in the judgment of my AGENT, disposition of any Asset should be made. My AGENT need not sell any Asset merely for the sake of diversification nor for the sake of obtaining cash funds to invest in other assets which might produce more income.

C.12. To endorse, sell, deliver and deposit negotiable and non-negotiable instruments on my behalf, including any payments to me from any federal, state or other governmental entity, and to deposit or withdraw any money in any bank, mutual savings bank, credit union, savings and loan association, mutual fund or money market account or with any investment advisor or broker, including the right to sign checks.

C.13. To have access to any and all safe deposit box(s) in my name or to which I am an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit box(s) in my name; to add to and remove the contents of all such safe deposit box(s); and to terminate contracts for all such safe deposit box(s).

C.14. To use any credit cards in my name, to make purchases, and to sign charge slips on behalf of me as may be required to use such credit cards; and to close my charge accounts and terminate my credit cards when my AGENT considers such acts to be in my best interest.

C.15. To pay any sums of money that may at any time be or become owing from me, to settle, and to adjust and compromise any claims that may be made against me as my AGENT considers appropriate under the circumstances.

C.16. To borrow such sums as my AGENT determines to be necessary for my needs or for the proper management of my 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 me, whether acquired by me or my AGENT.

C.17. To possess, manage and maintain all of my property, with the right to convey, sell, mortgage, lease or insure any or all of it.

C.18. Acquire an undivided interest in any Asset in which my AGENT may hold an undivided interest.

C.19. To hold any of my property which comes into the possession of my AGENT and to invest in securities, including common and preferred stocks of corporations, bonds, investment

company or trust shares or mutual funds (including mutual funds which invest in commodities, mortgages, notes, chooses in action and real estate), and real and personal property as my attorney-in-fact shall deem prudent and to hold those securities in the name of a nominee or unregistered in such form that transfer thereof may be effected by delivery.

C.20. To prepare and file all income and other federal and state tax returns that I am required to file; to sign my name on tax returns, including Federal and State income tax returns and death tax return as may from time to time be necessary; to hire preparers and advisers and pay for their services; and to do whatever is necessary to protect my assets from assessments for income taxes and other taxes. My 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.

C.21. To execute and deliver disclaimers under Internal Revenue Code section 2518, and Oregon's counterpart, or any successor statute.

C.22. To transfer assets to and remove assets from any and all revocable living trusts of which I am or become a settlor or a trustor or a grantor.

C.23. To make gifts on my behalf to a class composed of my 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 my assets from any grantor revocable trust of which I am a settlor, grantor or trustor.

C.24. My AGENT is authorized to commence enforcement proceedings, at my expense, against any bank, financial institution, or other person or entity that fails or refuses to honor this document.

C.25. Regardless of any other possible language to the contrary in this document, my AGENT is specifically NOT granted the following powers:

C.25.1. To use my assets for my AGENT'S own legal obligations, including but not limited to, support of my AGENT'S dependents;

C.25.2. To exercise any trustee powers under an irrevocable trust of which my AGENT is a settlor and I am a trustee; or

C.25.3. To exercise incidents of ownership over any life insurance policies that I own on my AGENT'S life.

C.26. To sue, defend or settle any suit, action or claim in which I may be interested and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.

C.27. My AGENT'S signature under the authority granted in this document may be accepted by any third party or organization with the same force and effect as if I were personally present and acting on my behalf. No person or organization that relies on my AGENT'S authority shall incur any liability to me, my estate, heirs, successors, or assigns, because of reliance on this document. My estate, heirs, successors, and assigns shall be bound by my AGENT'S acts under this document.

C.28. No SUCCESSOR AGENT shall be liable for any act, omission, or default 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 my assets.

C.29. Any third party from whom my AGENT under this document may request information, records, or other documents regarding my personal affairs may release and deliver all such information, records, or documents to my AGENT without liability to me, my estate, heirs, successors, or assigns for release or delivery of such information, records, or other documents to my AGENT. I hereby waive any privilege that may apply to release of such information, records, or other documents, but only to the extent necessary to authorize such release.

C.30. My AGENT is authorized to make photocopies of this document and any attached documents as frequently and in such quantity as my AGENT deems appropriate. Each photocopy shall have the same force and effect as the original.

C.31. To appear and vote for me or as my proxy at any corporate or other meeting.

C.32. To perform any other power granted under the law of any State in which my AGENT uses this document.

C.33. My AGENT shall prepare annual reports on my assets and finances, including income received and expenses paid by my AGENT. When prepared, these reports shall be mailed to me.

C.34. My AGENT is authorized to employ and discharge any accountants, attorneys, investment counsel, real estate brokers, property managers, bookkeepers, consultants, custodians, auditors, appraisers, or any other professionals that my AGENT deems reasonably necessary for the proper management and protection of my affairs, for the maintenance of proper accounts and records, and for advice in carrying out my AGENT'S duties and responsibilities under this document. Without limiting the foregoing, my AGENT is authorized to employ investment managers, investment agents, or other investment specialists, as my AGENT deems necessary or desirable. Specifically, my AGENT is authorized to appoint an investment manager to manage all or any part of my assets and to delegate to such manager investment discretion that is not

inconsistent with my AGENT'S duties under this document or application law. Such appointment may include the power to acquire and dispose of assets without first obtaining my AGENT'S consent. My AGENT may pay reasonable compensation to any such professionals hired by my AGENT from my assets. Any compensation paid to such professionals may be taken into consideration in determining the reasonableness of any compensation taken or requested by my AGENT. The foregoing provisions are not intended to relieve my AGENT of the duty to exercise reasonable care and prudence in selecting, employing, and supervising any such professionals.

C.35. To seek appropriate court orders mandating acts that my AGENT deems appropriate if a third party refuses to comply with actions taken by my AGENT that are authorized by this document or enjoining acts by third parties that my AGENT has not authorized. In addition, my AGENT may sue a third party who fails to comply with actions I have authorized my AGENT to take and may demand damages, including punitive damages, on my behalf for such noncompliance.

C.36. To be entitled to fair and reasonable compensation for services rendered as AGENT under this document. In determining what constitutes "fair and reasonable" compensation, the following factors may be considered: (1) the time devoted by my AGENT in administering my affairs, (2) my net worth, (3) the nature of the assets subject to my AGENT'S control, and (4) the fees charged by professional fiduciaries acting in the same or similar capacities under similar circumstances. In addition to compensation for services, my AGENT shall be entitled to reimbursement for all out-of-pocket expenses incurred in administering my affairs, including without limitation, reasonable travel expenses, including land and air transportation, lodging, and meals. Nothing contained in this part of this document is to be construed as requiring my AGENT to pay my AGENT compensation or reimburse my AGENT for out-of-pocket expenses.

C.37. My AGENT nominated in this document shall not be required to post any bond or bonds at any time.

D. Nomination of Guardian and/or Conservator: If it becomes necessary to appoint a Guardian or Conservator of my person or estate, or both, I nominate the following persons in the following order to act as my Guardian or Conservator of my person and my estate:

D.1. FIRST NOMINEE

D.1.1. NAME: JANICE DEMETRAKOS

D.1.2. ADDRESS: 1860 Manzanita, Klamath Falls, OR 97601

D.1.3. TELEPHONE: 541-884-8294

D.2. SECOND NOMINEE

D.1.1. NAME: JEFFERY E. FOSTER

D.1.2. ADDRESS: 2180 Sloan Street, Klamath Falls, OR 97601

D.1.3. TELEPHONE: 541-884-3118

D.3. My conservator shall serve in such capacity without bond, or if a bond is required, I request that a minimum bond be set. On the appointment of a conservator of my estate, this durable power of attorney shall terminate and my AGENT shall deliver my assets under my AGENT'S control as directed by the conservator of my estate.

D.4. On the appointment of a conservator of my estate, this power of attorney shall terminate and my AGENT shall deliver the assets of me under my AGENT'S control as directed by the conservator of my estate.

E. EFFECTIVE DATE: This document is effective immediately.

F. DURATION: This power of attorney shall remain in force indefinitely. I expressly declare that no power or authority granted herein shall be affected by my disability, incapacity or adjudged incompetency. I further expressly provide that third persons may rely upon the continued validity of this document until such time as either I file an express written revocation in the Records of any County in the United States, or that third person receives actual knowledge that I have revoked this document. I hereby release and agree to hold harmless all third persons from responsibility for the acts and omissions of my AGENT. However, I expressly place the obligation upon the third person to confirm whether or not this document has been revoked as hereby provided and before acting in reliance or continued reliance on this document.

F.1. I declare that I understand the importance of this document, recognize that my AGENT is granted broad power to hold, administer, and control my assets, will continue indefinitely until revoked or terminated as provided in this document.

F.2. This document shall terminate upon the happening of any of the following: (1) I file and express written revocation in the Records for the County and State in which I then reside; (2) Any third party dealing with my AGENT receives actual knowledge of its revocation; or (3) I die. On my death, the powers granted in this document shall terminate and my assets shall be distributed to the duly appointed personal representative of my will or estate; or, if no estate is being administered, to the persons who lawfully take my assets without the necessity of administration when they have supplied my AGENT with satisfactory documents as provided by law.

F.3. Should any provision of this document be held invalid, the remaining provisions shall retain full force and effect. All questions pertaining to the validity, interpretation and administration of this document shall be determined in accordance with the laws of the State of Oregon.

G. CONSTRUCTION: Unless the context clearly requires otherwise:

G.1.1. "Shall," "will," "must," "agree," and "covenants" are each mandatory.

G.1.2. "May" is permissive.

G.1.3. "Or" is not exclusive.

G.1.4. "Includes" and "including" are not limiting.

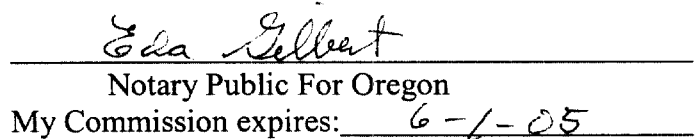
G.2.1. “AGENT” and “attorney in fact” are interchangeable.

G.2.2. “PROPERTY” shall mean any asset of any kind, whether real, personal, tangible, intangible or mixed.

G.2.3. “This document” and “this power of attorney” are interchangeable.

Phyllis Tucker
PHYLLIS TUCKER

(SEAL)

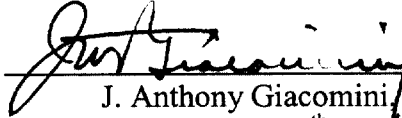


CERTIFICATE OF LAWYER

I am a lawyer authorized to practice law in the State where this power of attorney was executed, and PHYLLIS TUCKER was my client at the time when this power of attorney was executed. I have advised my client concerning rights in connection with this power of attorney and the applicable law and the consequences of signing or not signing this power of attorney, and my client, after being so advised, has executed this power of attorney.

Date:

9/18/03



J. Anthony Giacomini, OSB #56041
115 N. 5th Street, Suite 202
Klamath Falls, Oregon 97601

Unofficial Copy