

2006-020444

Klamath County, Oregon



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Fee: \$36.00

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## COVER SHEET

**DOCUMENT:** Power of Attorney  
**GRANTOR:** Glenn L. Perkins  
**TRUSTEE:**  
**GRANTEE:** Glenda L. Meyer

\$36-A

**DURABLE POWER OF ATTORNEY: Form to grant power of attorney to another for the conduct of business and other transactions, with the power remaining effective upon grantor's later disability**

I, **Glenn L. Perkins** of Klamath Falls, Oregon appoint **Glenda L. Meyer** of Redding, California, as my attorney-in-fact, with the following powers to be exercised in my name and for my benefit:

1. **General Grant of Power.** To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquired, relating to any person, matter, transaction, or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers granted here as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here;

2. **Collection Powers.** To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

3. **Real Property Powers.** To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage, and hypothecate real estate and any interest in it (and including any interest which I hold with any other person as joint tenants with full rights of survivorship, or as tenants by the entireties), lands, tenements, and hereditaments, for such price, upon such terms and conditions, as my agent shall determine;

4. **Restrictions on Agent's Powers.**

a. My agent cannot execute a will or codicil on my behalf.

b. My agent cannot execute any trust on my behalf, however, my agent can enter into a custodial agreement with a bank with trust powers.

c. My agent cannot divert my assets to himself [or herself], his [or her] creditors or his [or her] estate.

d. My agent shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring my agent's life, owned by me.

e. My agent is a fiduciary, possessing no general or limited power of appointment.

f. My agent shall not exercise any powers which I received from my agent in a fiduciary capacity, and my agent shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in my agent's estate for the purposes of the federal estate tax;

5. Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to my agent. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. This instrument is executed and delivered in the state of Oregon, and the laws of the state of Oregon shall govern all questions as to the validity of this power and the construction of its provisions;

6. Third-Party Reliance. Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind my heirs, devisees, and personal representatives;

7. Disability of Principal. This power of attorney shall not be affected by my disability. The authority of my agent shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my agent during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent, and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives;

8. Photographic Copies. Photographic or other facsimile reproductions of this executed power may be made and delivered by my agent, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my agent, or upon a reproduction of this power, shall not be liable for permitting my agent to perform any act pursuant to this power.

I have signed and delivered this general durable power of attorney on September 30, 2006.

Glenn L. Perkins

Glenn L. Perkins

State of UTAH  
County of Salt Lake  
On this 3 day of Oct, 2006, Glenn L. Perkins  
personally appeared before me,  
\_\_\_ who is personally known to me,  
 whose identity I verified on the basis of DR DL# 7943435,  
\_\_\_ whose identity I verified on the oath/affirmation of \_\_\_\_\_,  
a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

Lisa Livingston  
Notary Public  
My Commission Expires July 13, 2009

