

MTc78019

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE  
PERSON PRESENTING THE ATTACHED INSTRUMENT  
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET  
DO NOT AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

**2007-002058**

Klamath County, Oregon



00014515200700020580110115

02/06/2007 11:25:46 AM

Fee: \$71.00

**After Recording Return To:**

James R. Macias  
28850 Bailey Ranch Rd  
Hayward, CA 94544

**1. Name(s) of the Transaction(s):**

Durable Power of Attorney and Nomination of Conservator

**2. Direct Party (Grantor):**

James R. Macias

**3. Indirect Party (Grantee):**

Frances Sagapolu

**4. True and Actual Consideration Paid:**

N/A

**5. Legal Description:**

Please see attached Exhibit "A"

71<sup>00</sup>

6  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

JAMES R. MACIAS 28850 BAILEY RANCH  
26055 Tarragon Street  
Hayward, CA 94544



2006396651

10/24/2006 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 35.00

RECORDED AT THE REQUEST  
OF PLACER TITLE CO.

610-8261

## DURABLE POWER OF ATTORNEY AND NOMINATION OF CONSERVATOR

### 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 WITH BROAD POWERS TO MANAGE, DISPOSE OF, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF.
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 DISABILITY OR 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.

*See exhibit "Q" attached*

DURABLE POWER OF ATTORNEY OF  
JAMES R. MACIAS

PAGE 1

**TO WHOM IT MAY CONCERN:**

JAMES R. MACIAS (the principal), whose current address is 26055 Tarragon Street, Hayward, Alameda County, California, hereby appoints FRANCES SAGAPOLU (the agent), whose current address is 26055 Tarragon Street, Hayward, CA 94544, as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place and stead:

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

2. 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.

3. 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.

4. To purchase, sell, invest, reinvest and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.

5. 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, including but not limited to all of the principal's rights in any action or proceeding for dissolution of the principal's marriage; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.

6. To pay any sums of money which may at any time be or become owing from the principal; to settle, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.

7. To grant, sell, transfer, convey, mortgage, deed in trust, pledge and otherwise encumber and deal in all property, real and personal, that the principal may own, including but not limited to any real property described on any exhibit attached to this instrument and including property acquired after execution of this instrument, and including but not limited to the principal's rights and interests in real properties, deeds of trust, and promissory notes; to attach exhibits to this instrument which provide legal

**DURABLE POWER OF ATTORNEY OF  
JAMES R. MACIAS**

**PAGE 2**

descriptions of any such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 7.

8. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name; hire preparers and advisors 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 for prior, present and future years. 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 with respect to all of the above matters.

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

10. 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, that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs), persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

11. 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.

12. 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.

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

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

15. 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 under circumstances where the agent considers such acts to be in the principal's best interest.

16. To do all things and enter into all transactions necessary to provide for the principal's personal care and to maintain the principal's customary standard of living; to provide suitable living quarters for the principal; and to hire and compensate household, nursing and other employees as the agent considers advisable for the principal's well being. The above shall specifically include but not be limited to the authority to pay the ongoing costs of maintenance of the principal's present and future residence, such as interest, taxes, and repairs; to procure and pay for clothing, transportation, medicine, medical care, food, and other needs; and to make arrangements, enter into contracts and commit the principal's resources on the principal's behalf with respect to provision of residential care for the principal in a convalescent hospital, skilled nursing home, or other alternative residential facility. With respect to the powers granted in this paragraph 16, it is the principal's desire to continue to live in the principal's residence, despite the possibility that alternative housing may be recommended by the agent or third parties for financial or other reasons. Unless the principal hereafter directs the agent otherwise, the principal authorizes and directs the agent to take such steps as are necessary to honor the principal's above-expressed desire, including but not limited to modifying the premises, hiring home care providers, or taking such other measures as the agent considers advisable under the circumstances. For purposes of establishing the exempt status of the principal's residence for Medi-Cal qualification, it is the principal's intention to return home if institutionalized. The agent is directed to take such steps as are necessary to express the principal's intent on an application for Medi-Cal Long-Term Care.

17. The agent is authorized to apply for and make any elections required for payment of governmental, insurance, retirement, or other 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.

18. The agent is authorized 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 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.

19. The agent may purchase and maintain insurance on the principal's life and property or the life and property of any third person when the principal has an insurable interest, may pay all insurance premiums from the principal's assets, and may borrow money on the principal's behalf in order to pay for insurance. The agent may pursue insurance claims on the principal's behalf, and may decrease coverage under any insurance policy, or cancel any policy and receive on the principal's behalf any cash proceeds on

termination. The agent may also borrow against policies on the principal's life and repay loans against such policies as the agent considers in the principal's best interest.

20. To employ, discharge and compensate accountants, lawyers, investment and tax advisors, agents and others to aid or assist in the management, administration and protection of the principal's property.

21. Generally 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.

22. Notwithstanding any other possible language to the contrary in this instrument, the agent is specifically NOT granted the following powers:

(a) To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;

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

(c) To exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.

23. Any third party from whom the agent 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. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.

24. 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 own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

25. This power of attorney shall apply to all presently owned and future acquired assets of the principal, and shall include the power to acquire any assets as described herein on the principal's behalf.

26. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

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

28. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.

29. 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 terminate by death, even if the principal later becomes incapacitated.

30. No person other than the agent, the conservator of the principal's person, or the conservator of the principal's estate shall have the right to file a petition under Probate Code section 4941.

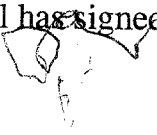
31. If for any reason the original agent under this durable power of attorney is unwilling or unable to continue to serve, LILLIAN PRICE, whose current address is 12040 Johns Road, Anchorage, Alaska 99515, shall instead serve as successor agent. In the event it becomes necessary for a successor agent to serve as agent, 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 signed 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.

32. No successor agent shall be liable for any act, omission, or default of a prior agent. Unless requested in writing within sixty (60) days of 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.

33. If a conservatorship of the principal's person or estate or both is deemed necessary, the principal hereby nominates FRANCES SAGAPOLU as conservator of the principal's person and estate. If she is for any reason unwilling or unable to so serve, the principal hereby nominates LILLIAN PRICE as such conservator.

34. 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.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on 11/13/01.

  
\_\_\_\_\_  
JAMES R. MACIAS

DURABLE POWER OF ATTORNEY OF  
JAMES R. MACIAS

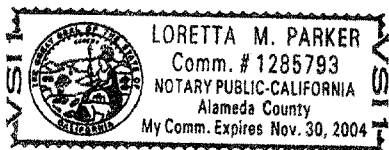
  
PAGE 6

STATE OF CALIFORNIA        )  
                                  SAN FRANCISCO        )  
COUNTY OF ALAMEDA        )        SS.

On NOVEMBER 13, 2001, before me, LORETTA M. PARKER,  
Notary Public, personally appeared JAMES R. MACIAS, proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument,  
and he acknowledged to me that he executed the same in his authorized capacity, and that  
by his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.  
WITNESS my hand and official seal.



Loretta M Parker  
NOTARY PUBLIC





ACCEPTANCE BY AGENT

The undersigned acknowledges and accepts appointment as agent, and agrees to serve as agent under this durable power of attorney.

Dated: 11/15/01

  
FRANCES SAGAPOLU

ACCEPTANCE BY SUCCESSOR AGENT

The undersigned acknowledges and accepts appointment as agent, and agrees to serve as agent under this durable power of attorney.

Dated:

  
LILLIAN PRICE

ACCEPTANCE BY SUCCESSOR AGENT

The undersigned acknowledges and accepts appointment as agent, and agrees to serve as agent under this durable power of attorney.

Dated:

\_\_\_\_\_

ATTORNEY CERTIFICATE REGARDING LIMITATION ON  
AUTHORITY TO PETITION A COURT (C.C. §2421)

I am a lawyer authorized to practice law in the state where this power of attorney was executed, and the principal was my client at the time this power of attorney was executed. I have advised my client concerning his 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.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this certificate was executed at Castro Valley  
California, on 11/15/01.

Castro Valley 945

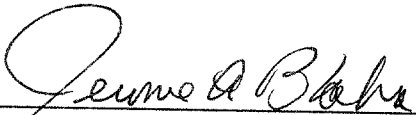
  
JEROME A. BLAHA

EXHIBIT "A"

1. 221-227 Bunny Court  
Hayward, CA 94541-2369
2. 295 Flint Court  
Hayward, CA 94541-3781
3. 211-217 Flanders Court  
Hayward, CA 94541-2363
4. 178-196 Blossom Way  
Hayward, CA 94541-1918
5. 210 Rondale Court  
Hayward, CA 94541-2332
6. 230 Bunny Court  
Hayward, CA 94541-2370
7. 211 Bunny Court  
Hayward, CA 94541-2368
8. 8483 Beverly Lane  
Dublin, CA 94568-1212
9. 5471-5477 Glenridge  
Klamath Falls, OR 97601
10. 5503 American Beauty Avenue  
Las Vegas, NV 89122
11. 24012 Second Street  
Hayward, CA 94541
12. \$15,000.00 note on sale of beauty shop