

2007-015676

Klamath County, Oregon

AFTER RECORDING, return to:

Mary Louise LeSueur,
aka Billie LeSueur
572 Conger Avenue
Klamath Falls OR 97601



09/05/2007 03:05:50 PM

Fee: \$46.00

DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, **MARY LOUISE LeSUEUR aka BILLIE LeSUEUR**, of Klamath Falls, Oregon, appoint my friend, **MICHAEL BERG**, of Klamath Falls, Oregon, as my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. **Support.** Make expenditures for my health, education, support, maintenance, and general welfare.
2. **Managing and Disposing of Assets.** Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. **Checks and Notes.** Receive, endorse, sign, sell discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. **Financial Institutions.** Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or my agent; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

46

5. **Investments and Securities Transactions.** Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. **Insurance and Annuity Contracts.** Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. **Voting.** Appear and vote for me in person or by proxy at any corporate or other meeting.
8. **Flower Bonds.** Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.
9. **Retirement Plans.** Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.
10. **Credit Cards.** Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.
11. **Collections.** Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.
12. **Debts.** Pay my debts and other obligations.
13. **Litigation.** Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint proceeding, or suit.
14. **Borrowing.** Borrow in any manner and on any terms my Agent considers to be in my best interests, including borrowing from my Agent's own funds, and give security for repayment with a reasonable rate of interest.
15. **Lending.** Lend funds to any person, including my Agent, provided that the loan is adequately secured and bears a reasonable rate of interest.
16. **Taxes and Assessments.** Do the following with respect to the years 2006 through the year of my demise: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income,

gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

17. **Government Benefits.** Perform any act necessary or desirable (including acting as representative payee) in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.
18. **Disclaimer.** Disclaim any property, interest in property, or power to which I may be entitled, except where an interest passes to my Agent as a result of the disclaimer; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.
19. **Elective Share Rights.** Exercise any right to claim an elective share in any estate or under any Will.
20. **Fiduciary Positions.** Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.
21. **Safe Deposit Box.** Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.
22. **Mail.** Redirect my mail.
23. **Custody of Documents.** Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.
24. **Employees and Advisors.** Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

25. **Gifts.** Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my spouse (if any) or lineal descendants, and the spouses of my lineal descendants, and any charitable organizations to which I have contributed.
- a. Gifts made under this paragraph may be in any amount.
 - b. So long as consistent with my estate plan, the power granted under this paragraph shall include the power to make gifts to or for the benefit of my Agent, my Agent's estate, or any person whom my Agent has a legal duty to support, but not to my Agent's creditors.
 - c. Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.
26. **Trusts.** Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the trust is consistent with my existing estate plan to the extent reasonably possible.
27. **Beneficiary Designations.** Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power does not include the power to designate my Agent as a beneficiary.
28. **Waiver of Privileges.** Waive any attorney-client, physician-patient, or other professional privilege, which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.
29. **Nomination of Guardian and Conservator.** To the extent permitted by state law, I nominate my Agent, MICHAEL BERG, to act as my guardian and conservator if I become incapacitated.
30. **Perform Other Acts to Carry Out the Powers Granted.** Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.
31. **Third-Party Reliance.** Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority

granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

32. **Alternate Agent.** If my above-named Agent, MICHAEL BERG, is unable or unwilling to act as my Agent, I appoint my niece, BETTY KAY NELSEN, aka Mrs. Fred Nelson, of Miles City, Montana, as my Agent and attorney-in-fact. An alternate agent may act during any period when my Agent is temporarily unable to act. The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph.
33. **Durability.** This power of attorney is effective immediately and will continue until it is revoked. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.
34. **Governing Law.** The validity and construction of this power of attorney shall be determined under Oregon law.
35. **HIPAA Compliance.**

(1) Under 45CFR§164, I, MARY LOUISE LeSUEUR, hereby authorize all health care providers, including any type of physicians, nurses, and other persons who either may have provided, or are providing me with any type of healthcare, to disclose all of my protected health information to my Agent.

(2) This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose protected health information regarding me to the persons described above (who shall be treated as my personal representative for all purposes as provided in 45CFR§164) for the purpose of allowing each of them to make the specified determinations regarding my capacity or need for a protective proceeding.

(3) Information disclosed by a health care provider pursuant to this authorization is subject to redisclosure and may no longer be protected by the privacy rules of 45CFR§164.

(4) This authorization may be revoked by a writing signed by me or by my personal representative under 45CFR§164.

(5) This authorization shall expire after my death, unless validly revoked prior to that date.

By my signature below, I show that I understand the purpose and the effect of this document.

I have signed this power of attorney this 21 day of August, 2007.

Mary Louise LeSueur
Billie E LeSueur
MARY LOUISE LeSUEUR,
aka BILLIE LeSUEUR

STATE OF OREGON)
County of Klamath) ss.

On this 21st day of August, 2007, before me personally appeared MARY LOUISE LeSUEUR, aka BILLIE LeSUEUR, and acknowledged to me that she executed this power of attorney freely and voluntarily.



Sharon L. Brown
Notary Public for Oregon
My commission expires: 2-13-11

ACKNOWLEDGMENT OF AGENT

By accepting or acting under the appointment, the Agent assumes the fiduciary and other legal responsibilities of an agent.

Michael Berg
MICHAEL BERG

PREPARATION STATEMENT

This document was prepared by the following individual:

Ginger Lee Harris
GINGER LEE HARRIS, Attorney OSB #054320
5113 S. 6th St., Suite A-1
Klamath Falls, OR 97603
PH: 541/850-8484
Fax: 541/850-9494
E-M: Gingerleeharris@charter.net