

2014-007035

Klamath County, Oregon



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## **DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT**

### **WARNING 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:**

**THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR  
AGENT WITH BROAD LEGAL POWERS, INCLUDING THE POWERS TO  
MANAGE, DISPOSE, SELL AND CONVEY YOUR REAL AND PERSONAL  
PROPERTY AND TO BORROW MONEY USING YOUR PROPERTY AS  
SECURITY FOR THE LOAN.**

**THESE POWERS WILL CONTINUE TO EXIST EVEN IF YOU BECOME  
DISABLED OR INCAPACITATED. THESE POWERS WILL EXIST UNTIL YOU  
REVOKE OR TERMINATE THIS POWER OF ATTORNEY. YOU HAVE THE  
RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY AT ANY  
TIME.**

**THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL  
OR OTHER HEALTH CARE DECISIONS FOR YOU.**

**IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT  
UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.**

### **1. Principal and Agent**

#### ***PRINCIPAL***

Richard John Herbstruth  
16031 Clover Creek Road  
Klamath Falls, Oregon 97601

I, Richard John Herbstruth, appoint the person named below as my agent to act for me in  
any lawful way with respect to the powers delegated in Part 4, below.

*Richard John Herbstruth*

Unless otherwise indicated, in this durable power of attorney, the term "agent" includes successor agents.

***AGENT***

Dorothy Jean Herbstruth  
16031 Clover Creek Road  
Klamath Falls, Oregon 97601

***SUCCESSOR AGENT***

I name the following person to act as my agent if the named agent dies, resigns, or is otherwise unable to serve.

Charymane M. Beskow  
9204 McLaughlin Lane  
Klamath Falls, Oregon 97601  
Main phone: 541-883-5846

**2. Delegation of Authority**

My agent may delegate, in writing, any authority granted under this durable power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

**3. Effective Date**

This power of attorney is effective immediately, and shall continue in effect if I become incapacitated or disabled.

**4. Powers of Agent**

I grant my agent power to act on my behalf in the following matters, as indicated by my initials next to each granted power.

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## **INITIALS**

- X RGH (1) Real estate transactions.
- X RGH (2) Tangible personal property transactions.
- X RGH (3) Stock and bond, commodity, option and other securities transactions.
- X RGH (4) Banking and other financial institution transactions.
- X RGH (5) Business operating transactions.
- X RGH (6) Insurance and annuity transactions.
- X RGH (7) Estate, trust, and other beneficiary transactions.
- X RGH (8) Living trust transactions.
- X RGH (9) Legal actions.
- X RGH (10) Personal and family care.
- X RGH (11) Pet care.
- X RGH (12) Government benefits.
- X RGH (13) Retirement plan transactions.
- X RGH (14) Tax matters.
- X RGH (15) Gift transactions.

These powers are defined in Part 12, below.

### **5. Compensation and Reimbursement of Agent**

My agent shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my agent's responsibilities under this power of attorney.

### **6. Personal Benefit to Agent**

My agent may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my agent. However, if a successor agent is serving under this document, he or she may not benefit personally from any transaction engaged in on my behalf.

### **7. Commingling by Agent**

My agent may commingle any of my funds with any funds of his or hers. However, if a successor agent is serving under this document, the successor agent may not commingle any of my funds with any funds of his or hers.

### **8. Liability of Agent**

My agent shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My agent is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my agent believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor agent shall not be liable for acts of a prior agent.

### **9. Nomination of Conservator or Guardian of Estate**

If, in a court proceeding, it is ever resolved that I need a conservator, guardian or other person to supervise my estate, I nominate my agent to serve in that capacity. If my agent cannot serve, I nominate the successor agent named in Part 1, above, to serve.

### **10. Reliance on This Power of Attorney**

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

### **11. Severability**

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

### **12. Definition of Powers Granted to Agent**

The powers granted in Part 4, above, authorize my agent to do the following:

#### ***(1) Real estate transactions***

My agent may act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my agent deems proper. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift, or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

***(2) Tangible personal property transactions***

My agent may act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my agent deems proper. My agent's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, sell, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

***(3) Stock and bond, commodity, option and other securities transactions***

My agent may do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My agent's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.
- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.

- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my agent thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

***(4) Banking and other financial institution transactions***

My agent may do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My agent's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my agent deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

***(5) Business operating transactions***

My agent may do any act that I can do through an agent in connection with any business operated by me that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.
- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and

defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.

- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my agent deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my agent thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

***(6) Insurance and annuity transactions***

My agent may do any act that I can do through an agent, in connection with any insurance or annuity policy, that my agent deems desirable. My agent's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney.
- (b) Procure new, different or additional contracts of life, accident, health, disability or liability insurance; modify, rescind or terminate any such contract; and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

***(7) Estate, trust and other beneficiary transactions***

My agent may act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My agent's authority includes the power to disclaim, release or renounce any assets which I am, may

become or claim to be entitled, as a beneficiary, to a share or payment.

***(8) Living trust transactions***

My agent may transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real property, stocks, bonds, accounts with financial institutions, insurance policies or other property.

***(9) Legal actions***

My agent may act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My agent's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

***(10) Personal and family care***

My agent may do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My agent's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

***(11) Pet care***

My agent may use my funds or other property as reasonably necessary to provide for the health, care, and welfare of any pets or animals that belong to me, including (but not limited to) expenditures for food, veterinary care, grooming, toys, day care, and temporary boarding or pet-sitting fees. I grant my agent the authority to maintain my



pets or animals in the same standard of health, care, and welfare as I have done. For purposes of this document, any actions taken by my agent for the benefit of my pets or animals shall be considered taken for my own benefit.

***(12) Government benefits***

My agent may act for me in all matters that affect my right to government benefits, including Social Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My agent's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

***(13) Retirement plan transactions***

My agent may act for me in all matters that affect my retirement plans. My agent's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

***(14) Tax matters***

My agent may act for me in all matters that affect my local, state and federal taxes. My agent's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

***(15) Gift transactions***

My agent may make gifts and other transfers of my property without consideration or with less than full consideration, including forgiveness of debts owed to me and

completion of charitable pledged that I have made, even if a gift or transfer exceeds the annual dollar limits of the federal gift tax exclusion. However, my agent shall not make gifts of my property to himself or herself, or anyone he or she is legally obligated to support, worth more than a total of \$10,000 in any calendar year. Additionally, if a successor agent is serving under this document, the successor agent may not any make gifts of my property to himself or herself.

I understand the importance of the powers I delegate to my agent in this document. I recognize that the document gives my agent broad powers over my assets, and that these powers will become effective as soon as I sign this document and continue indefinitely unless I revoke this durable power of attorney.

Signed this 24<sup>th</sup> day of June, 2014

State of Oregon, County of Klamath

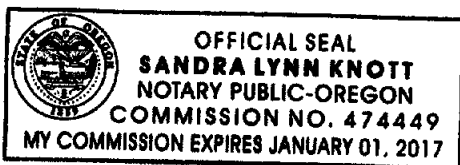
Signature: Richard John Herbstrath

### **CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Oregon )  
 ) ss.  
County of Klamath )

This record was acknowledged before me on June 24, 2014 by

Richard John Herbstrath



Sandra Lynn Knott  
Signature of Notarial Officer

Notary  
Title of Office

[NOTARIAL SEAL]

My commission expires: January 01, 2017