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Amertitle  
MTC 32197am

Return to: Randy Pace  
3727 Calle Vista Drive  
Medford, OR 97504

**2015-001493**  
Klamath County, Oregon  
02/19/2015 12:28:58 PM  
Fee: \$62.00

## DURABLE POWER OF ATTORNEY

I, **FRANCES ANN PACE**, of Klamath County, Oregon, appoint **RANDY PACE**, my Agent and attorney-in-fact ("my Agent"). My Agent shall have power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare, and for the health, education, support, and maintenance of any members of my immediate family who are or become dependent upon me for support.

2. Manage and Dispose 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.

(a) I specifically authorize my Agent to take all these actions as to any real estate (as defined in ORS 696.010(16)) that I now own or that is later acquired by me or on my behalf.

(b) My Agent shall not use this power of attorney to engage in professional real estate activity (as defined in ORS 696.010(15)) and shall not receive any compensation for activities that could constitute engaging in professional real estate activity.

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 in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust

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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.

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. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.

9. 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.

10. 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.

11. 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.

12. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. Debts. Pay my debts and other obligations.

14. 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.

15. 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.

16. Lending. Lend funds to any person (including my Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

17. Taxes and Assessments. Do the following with respect to the years through **3000** 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.

18. Government Benefits. Perform any act necessary or desirable (including acting as representative payee) in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security veterans', and workers' compensation benefits.

19. 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.

20. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.

21. 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.

22. 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.

23. Mail. Redirect my mail.

24. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

25. 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.

26. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated. If I become incapacitated, also, to make decisions as to my living situation that a guardian could make for me and have access to all my medical records and to act for me in connection with any of my medical claims for services or supplies.

27. Health Care Decisions. Make all health care decisions for me and, in addition, obtain medical information from doctors, hospitals and medical insurance carriers, including medicare, who will not accept a regular medical power of attorney for this purpose. All provisions under this authorization will be effective immediately for all purposes and are not dependent on my ability or inability to make decisions for myself.

28. Perform Other Acts to Carry out the Powers Granted. Execute and deliver any written instrument and do and perform any and every act and thing whatsoever requisite and/or necessary or desirable to carry out any of the powers granted under this power of attorney, as fully and to all intents and purposes as I might or could do personally, with full power of substitution and revocation. I hereby ratify and confirm all acts performed pursuant to this power of attorney that my attorney in fact shall lawfully do or cause to be done by virtue of these presents.

29. 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.

30. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

31. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

32. Waiver of Privileges. Waive any attorney-client, physician-patient, or other professional privilege that would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

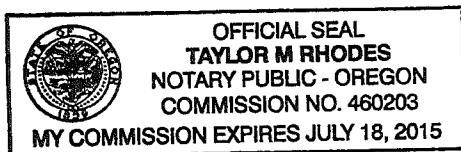
My attorney in fact shall have all the powers herein set forth and also all powers pursuant to the laws of the State of Oregon, including Oregon Revised Statute Section 127.005, notwithstanding that I may hereafter become disabled or incompetent.

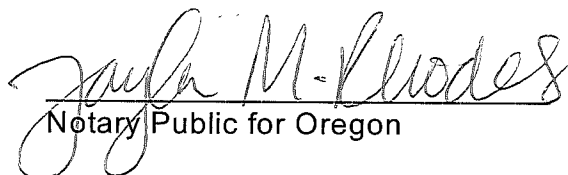
I have signed this power of attorney this 8 day of August, 2014.

  
**FRANCES ANN PACE**

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath     )

On this 8 day of August 2014, before me personally appeared **FRANCES ANN PACE** and acknowledged to me that she executed this power of attorney freely and voluntarily.



  
Notary Public for Oregon