

2015-007375

Klamath County, Oregon



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Fee: \$67.00

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

Parks & Ratliff, P.C.
620 Main Street
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO: ORS 205.234(1)(e)

Jeannie Kumle
18450 Majestic View Dr.
Anderson, CA 96007

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1. **Title(s) of the transaction(s)** ORS 205.234(1)(a)
- SPRINGING DURABLE POWER OF ATTORNEY**
2. **Direct party(ies) / grantor(s)** Name(s) & Address(es) ORS 205.234(1)(b)
- GARY DUANE HANKINS aka** c/o Janet Nelson
GARY DUANE CAMPBELL 4825 S. Hwy 95, Unit 2-332
Fort Mohave, AZ 86426
3. **Indirect party(ies)** Name(s) & Address(es) ORS 205.234(1)(b)
- JANET NELSON** 4825 S. Hwy 95, Unit 2-332
Fort Mohave, AZ 86426
4. **True and actual consideration:**
ORS 205.234(1) Amount in dollars or other;
\$0.00; Other: For estate planning purposes
5. **Satisfaction of lien, order, or warrant:**
ORS 205.234(1)(f): NA FULL NA PARTIAL
6. **The amount of the monetary obligation imposed by the lien, order, or warrant:** ORS 205.234(1)(f)
- NA
7. **Previously recorded document reference:** NA
8. **If this instrument is being re-recorded complete the following statement:** ORS 205.244(2)
- NA

SPRINGING DURABLE POWER OF ATTORNEY

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY THAT BECOMES EFFECTIVE ON YOUR INCAPACITY AS HEREAFTER SET FORTH. 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 DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.

2. 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.

3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

**POWER OF ATTORNEY TO BECOME EFFECTIVE
ONLY ON INCAPACITY OF PRINCIPAL**

FC

TO WHOM IT MAY CONCERN:

I, GARY DUANE HANKINS aka GARY DUANE CAMPBELL, hereby appoint JANET NELSON, as my lawful attorney in fact, to act for me and in my place and stead. Should said JANET NELSON be unable to act as my lawful attorney in fact, I hereby appoint JASON CAMPBELL as my lawful attorney in fact, to act for me and in my place and stead.

1. This durable power of attorney shall become effective only on the incapacity of the undersigned principal. Incapacity shall conclusively be established for purposes of this instrument upon receipt of a written and signed opinion from TWO licensed physicians that the principal is physically or mentally incapable of managing the principal's finances. Such written opinions when received shall be attached to this instrument. Third parties may rely on the authority of the attorney in fact without further evidence of incapacity when this instrument is presented with such physicians' statements attached. No licensed physician who executes a medical opinion of incapacity shall be subject to liability because of such execution, absent a showing of bad faith. The principal hereby waives any privilege that may apply to release of information included in such medical opinion.

2. While the principal is not incapacitated, this durable power of attorney may be modified by the principal at any time by written notice given by the principal to the attorney in fact and may be terminated at any time by either the principal or the attorney in fact by written notice given by the terminating party to the other party.

3. This power of attorney shall continue after the principal's incapacity in accordance with its terms.

4. On the death of the principal, this power shall terminate and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or, if no estate is being administered, to the persons who lawfully take the assets without the necessity of administration when they have supplied the attorney in fact with satisfactory documents as provided by law.

5. On the appointment of a conservator of the principal's estate this power of attorney shall terminate and the attorney in fact shall deliver the assets of the principal under the control of the attorney in fact as directed by the conservator of the principal's estate.

6. This Springing Durable Power of Attorney includes the following authority:

a. To ask for and demand, to compromise or compound, to collect and receive any sum of money, whether a debt, account, legacy, bequest, or interest, dividend or annuity, belonging to or claimed by the principal, to use any lawful means of recovery by legal process or otherwise, and to execute and deliver a release on receipt;

b. As to interests in real property: to contract for, purchase, receive, and take possession of the property and any evidence of title; to lease the property for any term or purpose, including business, residential, or oil and gas or other mineral development; to sell or exchange the property with or without warranty; to transfer the property in trust; and to encumber the property to secure the payment of any obligation;

c. As to personal property, chooses in action, and other property or interests: to contract for, buy, sell, exchange, transfer, and in any other legal manner to deal with the property; to transfer in trust; and to encumber the property to secure the payment of any obligation;

d. To borrow money and to execute negotiable or non-negotiable notes in exchange, with or without security; and to loan money and to receive negotiable and non-negotiable notes in exchange, with such security as the attorney in fact deems proper;

e. To represent the principal in the principal's corporate interests, and to vote stock, exercise stock rights, and accept and deal with dividends, distributions or bonuses;

f. To transact business of any kind and to execute and deliver any bill of lading, bill of sale, bond, note, evidence of debt, release, request for reconveyance, and any other instrument in writing necessary to the transaction of such business;

g. 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. The attorney in fact 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 assessments under Internal Revenue Code Section 7121 or any successor statute; and to delegate authority or substitute another representative with respect to all above matters;

h. To deposit in and draw on any checking, savings, agency, or other accounts that the principal may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts;

i. 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 of all such safe deposit boxes;

j. To make additions and transfer assets to any and all living revocable trusts of which the principal is a settlor;

k. 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, which excludes such payments from gift tax liability;

l. 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;

m. 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 does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the attorney in fact except where powers are expressly restricted.

7. The powers and authority hereby conferred on the attorney in fact are applicable to all real and personal property and interests now owned or hereafter acquired and wherever situated. The

attorney in fact has full authority to determine the manner of carrying out the above mentioned powers in the sole discretion of the attorney in fact.

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

9. The signature of the attorney in fact 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 in good faith relies on the 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.

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

11. The attorney in fact is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

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

13. This power of attorney shall remain in full force and effect until revoked by the principal in writing. An affidavit executed by the attorney in fact stating that he or she did not at the time of the exercise of power have actual knowledge of the termination of said power shall be conclusive proof of the same.

Dated:

12-8-14 
GARY DUANE HANKINS
Principal

ACKNOWLEDGMENT

State of California
County of Shasta

On 12/8/14, before me, WENDY M. GOODMAN, notary public, personally appeared GARY DUANE HANKINS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Wendy M. Goodman

(Seal)

