



**2016-002330**

**Klamath County, Oregon**

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**Fee: \$62.00**

**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.

**After Recording Return To:**

Russel D. Smith  
1745 Oakway Rd.  
Eugene, OR 97401

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

GENERAL DURABLE POWER OF ATTORNEY

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

MAX DALE SMITH

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

RUSSEL DALE SMITH

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

**5. Legal Description:**

GENERAL DURABLE POWER OF ATTORNEY

MAX DALE SMITH

I, **MAX DALE SMITH**, acting as principal (hereinafter the "Principal") do hereby execute this General Durable Power of Attorney on the date indicated below.

1. Appointment Of Agent. I hereby appoint my son, **RUSSEL DALE SMITH**, to serve as my Agent and to exercise all of the powers granted and delegated to my Agent under this instrument.

2. Agent's Powers With Respect To Assets. My Agent is authorized in my Agent's sole and absolute discretion, from time to time and at any time, to exercise or perform any act, power, duty, right or obligation whatsoever that I may now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including but not limited to the following powers:

(a) To buy every kind of tangible and/or intangible property upon whatever terms and conditions as my Agent shall deem appropriate; to obtain options with respect to the purchase of any asset; to use any credit card held in my name to purchase any assets, and to sign whatever charge slips as may be necessary to use such credit cards; and to pay for any purchases made or cash advanced using credit cards issued to me; and

(b) To invest and reinvest all or any part of my property in any tangible and/or intangible assets, wherever located, including but not limited to securities of all kinds, bonds, debentures, notes (secured or unsecured), trust deeds, contracts of sale, mortgages, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest therein (whether or not productive at the time of investment), commodities contracts of all kinds, interests in trusts, investment trusts (whether of the open and/or closed fund types), and participating interests in common, collective or pooled trust funds or annuity contracts, without being limited by any statute or rule of law concerning investments by fiduciaries; to establish, utilize and terminate accounts (including margin accounts) with security brokers; and

(c) To sell all or any portion of any kind of property or assets which I may now own or may hereafter acquire, including but not limited to tangible and intangible property, contingent and expectant interests, marital rights, and any rights of survivorship incident to joint tenancy or tenancy by the entirety, upon whatever terms and conditions and with whatever security as my agent shall deem appropriate, and to grant options with respect to such sales; and

(d) To continue the operation of any business belonging to me or in which I have any interest for whatever time and in whatever manner as my Agent shall deem appropriate, and to take any and all actions necessary or appropriate thereto; to continue, modify, terminate, renegotiate and extend any contractual arrangements with any person or entity made by me or on my behalf; and

(e) To exercise all rights with respect to corporate securities which I may now own or may hereafter acquire, including the right to exercise any and all voting rights; to exercise any right, power, privilege or option which I may have or may claim under any agreement of partnership, whether as a general, special or limited partner; and

(f) To take any and all actions necessary or appropriate to the management, conservation, development, subdivision, maintenance, protection, leasing or disposition of real property; and

(g) To demand, sue for, collect, receive, settle, deposit, expend for my benefit, reinvest or otherwise make appropriate disposition of any and all cash, payment rights, debts, legacies, bequests, devises, dividends, interests, rights and/or benefits to which I am now or may in the future become entitled; and

(h) To borrow money from any lender for my account upon whatever terms and conditions as my Agent shall deem appropriate, and to secure such borrowings by the granting of security interests in any property or interests in property which I may now own or may hereafter acquire; and

(i) To contract with any institution for the maintenance of a safe deposit box in my name and to terminate any and all such contracts for such boxes; to have access to all safe deposit boxes in my name with respect to which I am an authorized signatory, whether or not the contract for any safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any such safe deposit box; and

(j) To establish contracts in my name with financial institutions of any kind, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to, and negotiate, endorse or write checks on or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory (except accounts held by me in a fiduciary capacity); and

(k) To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative litigation, hearings, actions, suits, proceedings, attachments, arrests or distresses which involve me in any way, including but not limited to: (i) claims by me for any form of elder abuse, (ii) claims by or against me arising out of property damages or personal injuries suffered by or caused by me, and (iii) matters involving my person, my assets, and the assets of any person for which or whom I have or may have any responsibility; to engage attorneys to represent me in any and all such matters; and

(l) To represent me in all tax matters; to prepare, sign and file federal, state and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extension of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, relating to tax matters, and any and all other tax related documents; to pay taxes due, receive refunds, receive confidential tax information, contest deficiencies determined by the Internal Revenue Service and/or any state or local taxing authority; to exercise any elections I may have under federal, state or local tax laws; to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods beginning with the year of my birth and ending with the year of my death; to engage, compensate and discharge attorneys, accountants and other tax and financial advisors and consultants; to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and

(m) To make gifts, grants or other transfers without consideration, either outright or in trust, to my spouse and/or any one or more of my lineal descendants and/or any one or more of the spouses of my lineal descendants (provided, however, that if a gift is made to a descendant of mine by my Agent, then my Agent shall make a gift of substantially equal value to all other descendants of mine in the same generation; and provided further that if a gift is made to the spouse of any descendant of mine by my Agent, then my Agent shall make a gift of substantially equal value to all other spouses of descendants of mine in the same generation); and

(n) To lend money and property at whatever interest rate and upon whatever terms and conditions, and with whatever security, if any, as my Agent shall deem appropriate; and

(o) To negotiate, renegotiate, modify, amend, restate, enter into, execute, endorse, seal, acknowledge, deliver, file and record for me and on my behalf all agreements, contracts and other instruments of every kind, form and nature; to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities; to obtain and release or deny information or records of all kinds relating to me or to any person for whom I am responsible; and

(p) To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of any kind; and

(q) To house or provide for housing, support and maintenance of any animals or other living creatures which I may own, and to contract for and pay the expenses of their proper veterinary care and treatment, and to dispose of any animals or other living creatures that I may own which in my Agent's opinion are unreasonably expensive or burdensome to maintain; and

(r) To contribute on my behalf to, and to make all elections and take all actions which I am permitted and/or authorized to make with respect to, any profit-sharing plan, money purchase pension plan, defined benefit pension plan, individual retirement account, or other employee benefit plan; to make rollovers of qualified plan benefits to other qualified retirement plans; to make and change beneficiary designations for employee benefit plans; to consent and/or waive consent in conjunction with the designation of beneficiaries and the selection of a joint and survivor annuity under any employee benefit plan; and

(s) To transfer to the trustee of any revocable trust which is now or hereafter created by me, and as to which I am the sole income and principal beneficiary during my lifetime, any or all of my cash, property or interests in property, including any rights to receive income from any source;

(t) To withdraw and/or receive the income or principal of any trust to which I may be entitled; to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to me or on my behalf, and to execute and deliver to the trustee a receipt and release for the income or principal so received; to exercise, release or let lapse (in whole or in part) any general or special power of appointment held by me; and

(u) To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, conservator, officer or director; and

(v) To renounce and disclaim any property or interest in property to which I may become entitled, whether by gift, bequest or intestate succession, whenever my Agent in its discretion shall determine that such renunciation or disclaimer is appropriate in order to reduce estate or inheritance taxes or otherwise to achieve my estate-planning objectives; and

(w) To purchase, maintain, surrender, collect, or cancel: (i) life insurance or annuities of any kind on my life or on the life of anyone in whom I have an insurable interest, (ii) liability insurance protecting me and my estate against third party claims, (iii) casualty insurance insuring my assets against loss or damage, and (iii) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents; to pay all insurance premiums; to elect any options under insurance policies; to increase coverage under any insurance policies; to borrow against any insurance policies; to pursue all insurance claims on my behalf; to adjust insurance losses; and to decrease coverage under, or cancel, any insurance policy; and

(x) To represent me before all agencies of local, state and federal government with respect to all matters, including but not limited to Social Security, Medicare, Medicaid, and any issues relating to real property and/or tangible or intangible personal property.

3. Care And Control Of My Person And My Affairs. My Agent is hereby granted the following power and authority with respect to the control and management of my person:

(a) To do all acts necessary for maintaining my customary standard of living; to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes; to provide normal domestic help for the operation of my household; to provide clothing, transportation, medicine, food and incidentals; and, if necessary, to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or other similar establishment;

(b) To make advance funeral arrangements for my funeral and burial, including any purchase of a burial plot and marker, and such other related arrangements as my agent shall deem appropriate;

(c) To make anatomical gifts which will take effect at my death to such persons and organizations as my Agent shall deem appropriate, and to execute whatever papers and do whatever acts and things as shall be necessary, appropriate, incidental or convenient in connection with such gifts; and

(d) To nominate and/or petition for the appointment of my Agent or any person my Agent deems appropriate as primary, successor or alternate guardian, guardian ad litem, conservator, or other fiduciary representing me or any interest of mine or any person for whom I may have a right or duty to nominate or petition for such appointment.

4. Third Party Reliance.

(a) All acts lawfully done by my Agent hereunder are done with my consent, and shall have the same validity and effect as if I were personally present and personally took the acts myself, and shall inure to the benefit of and bind me and my heirs, assigns and personal representatives. I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue of the powers granted to my Agent herein.

(b) No person shall incur any liability to me, my estate, my heirs, or my assigns for acting in reliance upon any representation my Agent may make as to the fact that my Agent's powers are then in effect, the scope of my Agent's authority granted under this instrument, my competency at the time this instrument is executed, the fact that this instrument has not been revoked, or the fact that my Agent continues to serve as my Agent.

(c) All persons or entities from whom my Agent may request information regarding me, my personal or financial affairs, or any information which I am entitled to receive, are hereby authorized to provide that information to my Agent without limitation, and are released from any legal liability to me, my estate, my heirs, and my assigns for complying with my Agent's request for information.

(d) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law to the extent necessary to disclose that information to my Agent.

5. Restrictions On Agent's Powers. Notwithstanding any other provision of this instrument to the contrary, the power and authority of my Agent under this instrument shall be subject to the restrictions and limitations set forth in this Paragraph 5.

(a) My Agent shall have no power or authority with respect to any interest which I may own in any policy of insurance on the life of my Agent.

(b) My Agent shall have no power or authority with respect to any irrevocable trust created by my Agent as to which I am a trustee or beneficiary.

(c) My Agent shall be prohibited from: (i) appointing, assigning or designating, directly or indirectly, any of my assets, interests or rights to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (ii) disclaiming assets to which I would otherwise be entitled if the effect of that disclaimer would be to cause those assets to pass either directly or indirectly to my Agent or his or her estate, and/or (iii) using my assets to discharge any of my Agent's legal obligations.

6. Durability. The power of attorney granted to my Agent under this instrument shall not be affected by my subsequent disability or incapacity.

7. Administrative Provisions.

(a) My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

(b) My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental competence to determine if any actions need be taken under this instrument.

(c) If any provision of this instrument shall be determined to be void by any court of competent jurisdiction, then that determination shall not affect any other provisions of this instrument, and all such other provisions shall remain in full force and effect. It is my intention that if any provision of this instrument is capable of two constructions, only one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) This instrument shall be governed by the laws of the state of Oregon in all respects, and, to the extent permitted by law, shall be applicable to all of my tangible and intangible assets, wherever situated and whether that property is now owned by me or is hereafter acquired by me or by my Agent for me.

(e) As used in this instrument, singular words shall include the plural, and vice versa, and masculine words shall include the feminine, and vice versa.

(f) This instrument may be executed in multiple counterparts, each of which shall be an original when signed by me. My Agent is authorized to make photocopies of this instrument as frequently and in whatever quantity as my Agent shall deem appropriate, and all photocopies shall have the same force and effect as any original.

8. Revocation, Removal, Amendment And Resignation. This instrument may be amended or revoked by me at any time. My Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment or removal delivered to my Agent. If this instrument has been recorded in any public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent may resign by delivering to me a written instrument of revocation. If I am mentally incapacitated, my Agent may resign by delivering to the person who has care and custody of me a written instrument of revocation.

9. Acceptance Of Appointment As Agent. By signing this Agreement, the undersigned Agent accepts appointment as Agent under this instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 27<sup>th</sup> day of October, 2015.

Max D. Smith  
MAX DALE SMITH

STATE OF OREGON           )  
  ) ss.  
County of Jackson        )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2015, by **MAX DALE SMITH.**



Sunshine Bryant  
Notary Public for Oregon  
My Commission Expires: 9/2/18

The undersigned person acknowledges and accepts appointment as Agent under this instrument.

[Signature]  
RUSSEL DALE SMITH

2-10-2016  
Date of Acceptance of Appointment