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# POWER OF ATTORNEY - SPECIFIC REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That Gregory Sullivan ("grantor"), appoints Stephanie Sullivan as attorney in fact (the "Attorney"), with respect to the real estate (also referred to herein as "the Property") as described below:

Lot 19, PINE MEADOW VILLAGE, PHASE 2, TRACT 1502, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

Property Address: 34320 Brittany Way, Chiloquin, OR, 97624

### A. AUTHORIZATION TO ACT

Grantor authorizes and empowers the Attorney to do any of the following for grantor and in Grantor's name, place, and stead:



- 1. To purchase, sell, lease, manage and/or encumber the Property upon such terms and conditions, and to or from such person or persons, as the Attorney many deem necessary, desirable or appropriate;
- 2. To borrow sums of money and/or assume or guarantee repayment of any indebtedness, and for the purpose of securing any indebtedness, to grant, assume or take subject to any mortgages on and/or security interests in the Property, all in such amounts and on such terms and conditions as the Attorney may deem necessary, desirable or appropriate:
- 3. To receive any sums payable to Grantor in connection with the purchase, sale, leasing managing, or encumbering of the Property, and to pay and satisfy, from the funds received or otherwise, any mortgages, liens, encumbrances, taxes, assessments, utility charges, attorneys' fees, brokerage commissions, repair costs, insurance costs, closing costs, or other expenses relating to the Property or to the exercise of the powers granted to the Attorney;
- 4. To collect, sue upon, defend against, release, compromise or adjust rentals and other claims or rights concerning the Property; and to execute, deliver and accept any purchase and sale contracts, deeds (with or without warranties of title), promissory notes, mortgages, guaranties, security agreements, land installment contracts, leases, financing statements, receipts, brokerage agreements, management contracts, closing statements, loan applications, truth-inlending statements, lease amendments, subleases, releases, easements, licenses, and any and all other instruments as the Attorney may deem necessary, desirable or appropriate in connection with the purchase, sale leasing, managing or encumbering of the Property.

Grantor further grants to the Attorney, in the Attorney's sole discretion, full power and authority to do and perform everything that may be necessary, desirable or appropriate in connection with the foregoing, as fully, to all intents and purposes, as Grantor could do if personally present.

### B. DURABILITY

This Power of Attorney shall not be affected by disability of the principal or lapse of time. It is Grantor's intention that the Attorney shall have all the powers stated above irrespective of any disability, incompetence or incapacity that Grantor may suffer at any time or times, whether or not the same shall be adjudicated by any court.

### C. RATIFICATION

Grantor ratifies all that the Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney, and Grantor declares that any act or thing unlawfully done by the Attorney pursuant to this Power of Attorney shall be binding on Grantor and Grantor's heirs, personal representatives, successors, and assigns, whether the same shall have been done before or after Grantor's death or other revocation of this instrument, unless and until notice has been received by the Attorney. Further, Grantor vests the Attorney with full power to name a substitute to act in the Attorney's place and stead, subject to the same terms, conditions and powers granted in this instrument.



#### D. **GOVERNING LAW**

This Power of Attorney shall be governed by and interpreted in accordance with the laws where the described Property is located.

#### E. ACCOUNTABILITY

Nothing contained in this Power of Attorney shall relieve the Attorney from proper accounting to Grantor or Grantor's estate, as the case may be, but persons dealing with the Attorney shall be under no duty to see that this is done.

#### F. **DEFINITIONS**

As used throughout this Power of Attorney, the term "Attorney" shall refer to the person named above or to that Attorney's successor.

EXPIRATION: This Power of attorney shall expire and shall be null, void and of no effect At 5:00 p.m. on February 1, 2017.

SIGNED this \_ 7/16 2016.

Gregory Sullivan

STATE OF ORegun

COUNTY OF Rlawath

The foregoing instrument was acknowledged before me this fuly 16, by Gregory Sullivan.

OFFICIAL STAMP
LILIANA MENDONCA
NOTARY PUBLIC - OREGON
COMMISSION NO 1942039
UNSTANDAM SEPTEMBER 21, 2019 regon Bar, Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170

## EXHIBIT "A" LEGAL DESCRIPTION

Lot 19, PINE MEADOW VILLAGE, PHASE 2, TRACT 1502, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

