

Sheila Robbins
Returned at Counter

2016-010710

Klamath County, Oregon



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10/10/2016 09:38:40 AM

Fee: \$62.00

DURABLE POWER OF ATTORNEY

I, **Daniel L. Robbins**, of **3543 16th Place, Forest Grove, Oregon** appoint **Sheila M. Robbins**, my agent and attorney-in-fact ("my Agent"), in the event that I am no longer capable of handling my own affairs. The determination of my incapacity to handle my own affairs shall be in writing by my attending physician and only by my attending physician. At that time **Sheila M. Robbins** shall have the power and authority to:

- 1. Managing and Disposing of Assets.** Take possession of and retain, change the form of, manage, maintain, improve, sell or otherwise dispose of my real or personal property or any interest in any property in my name.
- 2. Checks and Notes.** Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or non-negotiable instruments, including any drawn on the Treasury of the United States or the State of Oregon or any other state or government entity.
- 3. 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 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.
- 4. Investments and Securities Transactions.** Invest and reinvest common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real estate 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.
- 5. 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 is limited to policies that are for the benefit of Daniel L. Robbins, and do not extend to policies and annuities that have been designated a beneficiary other than myself. This also prohibits it to extend to any insurance I own on the life of my agent.

6. 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.

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

8. 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.

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

10. Debts. Pay my debts and other obligations.

11. 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 my complaint, proceeding, or suit.

12. Borrowing. Borrow in any matter and on any terms my agent considers to be in my best interest except my agents own funds and give security for repayment. Borrowing against the estate for any other reason that what is necessary to protect my interests shall not be valid.

13. Lending. Unless instructed otherwise herein the ability to lend funds that are not secured adequately or that bears a reasonable rate of interest.

14. Taxes and Assignments. 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 to the named substitute representative with respect to all matters described in this paragraph.

15. Government Benefits. Perform any act necessary in order to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, Veterans and Worker's Compensation benefits. The power of changing or naming new beneficiaries is limited to those changes that are required by law for my eligibility for any of the above mentioned benefits.

16. Disclaimer. Disclaim any property, interest in any property or power to which I may be entitled 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.

17. 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 accounting with a court or settling by formal or informal methods.

18. Safe Deposit Box. Having 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.

19. Mail. Redirect and collect my mail.

20. Custody of Documents. Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts. The alternate Agent herein shall be given copies of all documents.

21. 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.

22. Trusts. Transfer any of my real property or personal property, to the trustee of my trust, provided that it is consistent with my estate plan and Declaration of Trust to the extent reasonably possible.

23. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay on death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan or the Declaration of Trust. This does not include the power to designate my Agent as a beneficiary.

24. Waiver of Privileges. Waive any attorney-client privilege or any physician patient privilege provided that Agent does not benefit personally from that information. This is in order to obtain information from the professional in order to be able to correctly perform the duties of an agent.

25. **Substitution and Delegation.** Delegate or substitute the powers granted in this to the alternate herein named and to no other, except in the event of the alternates inability to do so. In the event the named alternate cannot or will not take the position, my Agent is free to delegate a substitute of delegate or choose, and that they shall then have all powers granted in this instrument.

26. **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, successor, or signs. Third party without actual notice of revocation may conclusively rely on, an affidavit or certificate of third party stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of my 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.

27. **Durability.** The powers granted my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent as stated herein in the preamble at the opening of this document.

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

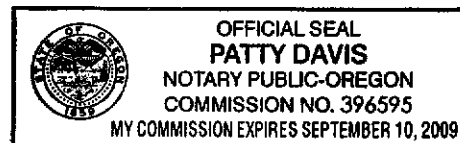
I have signed this power of attorney this 18 day of March, 2007.

Daniel L. Robbins
Daniel L. Robbins

STATE OF OREGON)
) ss.
County of Washington)

On this 18th day of March, 2007, before me personally appeared Daniel L. Robbins and acknowledged to me that he executed this power of attorney freely and voluntarily.

Patty Davis
Notary Public of Oregon
My commission expires: 9-10-2009



SIGNATURE OF AGENT

Agent acknowledges that the following is Agent's signature:

Sheila M. Robbins

Sheila M. Robbins
3543 16th Place
Forest Grove, OR 97116
Telephone No. (503) 939-6344

STATE OF OREGON)
) ss.
County of Washington)

On this 18 day of March, 2007, before me personally appeared **Sheila M. Robbins** and acknowledged to me that she executed this power of attorney freely and voluntarily.

Patty Davis
Notary Public of Oregon
My commission expires: 9-10-09

