

## RECORDING COVER SHEET

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2016-012573 Klamath County, Oregon 11/23/2016 02:55:01 PM

Fee: \$67.00

After Recording, Return To: Beryl Daniels 767 S Bellwod Street Union, OR 97883

1. Name(s) of the Transaction(s): Durable Power of Attorney for Closing Real Estate Transaction

2. Direct Party: Edward Daniels

3. Indirect Party: Beryl A. Daniels

4. True and Actual Consideration Paid: N/A

## 5. Legal Description:

A parcel of land situated in the NW1/4 SW 1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 1" iron pin marking the South 1/16 corner of Section 5 and 6 from which an iron axle marking the 1/4 corner of Sections 5 and 6 bears North 00° 08' East 1351.25 feet (Record: North 00° 06' East 1351.68 feet); (1) thence North 89° 42' East 740.48 feet, along the East-West 1/16 centerline of the Southwest quarter of Section 5, to a 5/8" iron rod; (2) thence North 23° 42' East 8.94 feet to a 5/8" iron rod (Oregon State Highway P.T. "FR" 198 + 23.67); (3) thence along a 90 foot radius curve to the right 25.90 feet to a 1/2" iron rod, the long chord of which bears North 31° 56' 44" East 25.81 feet; (4) thence South 89° 42' West 245.41 feet, parallel to and 30 feet North of course (1) to a 1/2" iron rod; (5) thence North 00° 18' West 382.50 feet to a 1/2" iron rod (6) thence South 89° 42' West 509.37 feet to a 1/2" iron rod on the line common to Sections 5 and 6; (7) thence South 00° 08' West 412.52 feet, along said Section line to the place of beginning.

## **DURABLE POWER OF ATTORNEY**

- I, Edward Daniels, do hereby make, constitute and appoint Beryl A. Daniels my Agent and attorney-in-fact (hereinafter called Agent), with power and authority:
- 1. <u>Support</u>. To make expenditures for my care, maintenance, support, and general welfare, and to distribute sums necessary for the care, maintenance, education, and support of members of my immediate family who are or become dependent upon me for support.
- 2. <u>Management</u>. To take possession of, manage, administer, operate, maintain, improve, and control all my property, real and personal; to insure my property; and to pay any and all taxes, charges, and assessments that may be levied or imposed upon me or my property.
- 3. <u>Collections</u>. To collect and receive any money, property, debts, or claims of any kind, now or hereafter due, owing and payable or belonging to me; to forgive debts; and to give receipts, acquittance, or other sufficient discharges in connection with any of the same.
- 4. <u>Checks and Notes</u>. To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States, the state of Oregon, or any other state or governmental entity, and to accept drafts.
- 5. <u>Investments</u>. To retain any property in the hands of the Agent in the form in which it was received; to make investments and changes of investments in securities, including common and preferred stocks of corporations, or other property, real or personal, as my Agent may deem prudent; and to hold my securities in the name of my Agent's nominee or unregistered in such form that transfer may be effected by delivery.
  - 6. <u>Debts</u>. To pay my debts and other obligations.
- 7. <u>Litigation</u>. To sue upon, defend, compromise, submit to arbitration, or adjust any controversies in which I may be interested; to exercise my statutory elective share; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.
- 8. <u>Acquisition</u>. To bargain for, buy, and deal in property and goods of every description.
- 9. <u>Disposition</u>. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease, and otherwise dispose of or deal with any of my property, whether real or personal.

- 10. <u>Borrowing</u>. To advance or loan the Agent's own funds on my behalf; to borrow any sums of money on the terms and at the rate of interest which my Agent deems proper; and to give security for the repayment of the same.
- 11. <u>Insurance</u>. To purchase, maintain, surrender, collect, cancel, make claim to, borrow against, select options, and deal with all types of insurance, public and private, including Medicare, Medicaid, Social Security, Workers' Compensation, long-term care, Medicare supplement, and life insurance.
- 12. <u>Agreements</u>. To make and deliver any deeds, conveyances, contracts, covenants, and other instruments, undertakings, or agreements, either orally or in writing, which my Agent deems proper and to be for my best interest.
- 13. <u>Voting</u>. To appear and vote for me in person or by proxy at any corporate or other meeting.
- 14. <u>Safety Deposit Box</u>. To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons.
- 15. <u>Withdrawal of Funds</u>. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor, or broker in my name or in the name of myself and any other person or persons, and generally to do any business with any financial institution or agency on my behalf.
- 16. <u>Tax Returns</u>. To sign and file on my behalf all city, county, state, federal, and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind; to execute waivers, extension agreements, settlement agreements, and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United State Treasury Department or for the Oregon Department of Revenue or the taxing authority of any other state or governmental entity.
- 17. <u>Government Benefits</u>. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit from Social Security, Medicare, Medicaid, and military service.
- 18. <u>Treasury Bonds</u>. To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes.
- 19. Additions to Trust. To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power, if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime.
- 20. <u>Business Interests</u>. To continue as a going concern any business interest owned by me, either individually, as a co-partner, or otherwise.

- 21. <u>Retirement Accounts</u>. To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA roll overs, voluntary contributions, borrow from any retirement plan, elect or select pay out options, and take any other steps which I might take on my own behalf with regard to any retirement and/or IRA/pension plans.
  - 22. <u>Mail</u>. To redirect my mail.
- 23. <u>Charge Accounts</u>. To cancel or continue my credit cards and/or any credit or charge accounts.
- 24. <u>Custody of Papers</u>. To take custody of my Will, deeds, life insurance policies, contracts, securities, or other important papers.
- 25. Gifts. I further authorize my Agent to make on my behalf gifts in an amount equal to or less than that amount allowed by the annual exclusion as provided by §2503(6) of the Internal Revenue Code of 1986, as amended from time to time, to continue any gifting program that I have established in my estate planning or that is consistent with my estate planning and expressed goals of reducing federal estate taxes and qualifying for any public services or benefits; and specifically to allow for or consent to spousal gift splitting consistent with my estate planning; provided, however, in no event shall this authority be construed to constitute a general power of appointment for tax purposes, as this authority is limited to gifts consistent with my established estate planning goals.
- 26. <u>Disclaimer</u>. To renounce and disclaim any property or interest in property or powers to which I may become entitled, to file any disclaimer with the appropriate courts or persons, and to consider my estate planning, the reduction of estate taxes and qualification for any public services or benefits in exercising the power to renounce or disclaim.
- 27. Alternate. In the event that Beryl A. Daniels is unable or unwilling to act for me, I name John Edward Daniels, as successor agent and attorney-in-fact. The successor shall have all of the power and authority provided in this instrument.
- 28. <u>Substitution and Delegation</u>. To appoint and substitute for my Agent any agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.

General Authority. I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage, and control all my business and my property, wheresoever situate, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's

acts and omissions and I empower my Agent to indemnify said persons against loss, expense and liability.

**Third Party Reliance**. Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified to be a copy by my Agent.

**Durability**. These powers of attorney shall be exercisable by my Agent on my behalf notwithstanding that I may become legally disabled or incompetent.

**Governing Law**. All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of July, 2016.

Beyl U. Janiels

Signature of Chexard Janiels

STATE OF OREGON,
) ss.

County of Klamath.

On the g day of July, 20/6, personally appeared and acknowledged the foregoing instrument to be MS voluntary act and deed.

Before me:

Notary Public for Oregon My

Expires: June 9th 2018

Commission

MY COMMISSION EXPIRES JUNE 09, 2018



## Witness Attestation

I, LEWNY F. FER, the first witness, and I TARCY L FIFER  Printed Name of Second Witness
the second witness, sign my name to the foregoing power of attorney being
first duly sworn and do not declare to the undersigned authority that the
principal signs and executed this instrument as him or her, and that I, in the
presence and hearing of the principal, sign this power of attorney as witness to
the principal's signing and that to the best of my knowledge the principal is
eighteen years of age or older, of sound mind and under no constraint or undue
influence.)
Kenny Ke May hoyee
Signature of First Witness Signature of Second Witness