

2018-005722

Klamath County, Oregon



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Fee: \$67.00

## DURABLE POWER OF ATTORNEY

I, Carolee Bertha Belcourt, of Klamath Falls, Oregon, appoint Cynthia Mae Melville as my Agent and attorney in fact ("my Agent"), with power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare, and for the health, education, support, and maintenance of any members of my immediate family who are or become dependent upon me for support.

2. Managing or Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.

3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the State of Oregon or any other state or government entity.

4. 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.

5. Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real 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.

6. 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 shall extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.

Cynthia Melville  
Returned at Counter

7. 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.
8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.
9. Flower Bonds. Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.
10. Retirement Plans. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.
11. 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.
12. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.
13. Debts. Pay my debts and other obligations.
14. 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 any complain, proceeding, or suit.
15. Medical Records. My Agent may seek review of my medical records, and execute HIPAA authorizations for release of protected health information (PHI under federal regulations and Oregon law) from medical providers and insurers or other third party payors, and consult with my physicians, insurers or third party payors, and care providers to the same extent as my health care representative and shall be considered a personal representative (along with my health care representative) for health care disclosure under Federal HIPAA Regulations and Oregon law; however, I leave directing my health care to my health care representative under Oregon law.
16. Borrowing. Borrow in any manner and on any terms my Agent considers to be in my best interests, including borrowing from my Agent's own funds, and give security for repayment.
17. Lending. Lend funds to any person including my Agent, provided that the loan is adequately secured and bears a reasonable rate of interest.
18. Taxes and Assessments. Do the following with respect to the year 1998 and following: Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power or attorney forms required by the Internal Revenue Service, the

Oregon Department of Revenue, or any other taxing authority; receive confidential information 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 or 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 or substitute another representative with respect to all matters described in this paragraph.

19. Government Benefits. Perform any act necessary or desirable in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

20. Disclaimer. Disclaim any property, interest in 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.

21. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.

22. 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 accountings with a court or settling by formal or informal methods.

23. Safe Deposit box. Have 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.

24. Mail. Redirect my mail.

25. Custody of Documents. Take Custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

26. 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.

27. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my spouse and my lineal descendants.

(a) Gifts made under this paragraph may be in my amount.

(b) The power granted under this paragraph shall include the unlimited power to make gifts for the benefit of my Agent, my Agent's creditors, the creditors of my Agent's estate, or any person whom my agent has a legal duty to support.

(c) Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

28. Trusts. Establish a revocable or irrevocable trust, amend, or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the income and principal are payable during my lifetime solely to me and that the trust is consistent with my existing estate plan to the extent reasonably possible.

29. 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 to the extent reasonably possible. This power includes the power to designate my agent as a beneficiary.

30. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated.

31. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

32. 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, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, and affidavit or certificate stating the (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of 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 the power of attorney after such an affidavit or certificate has been provided.

33. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable event though I have become disabled or incompetent.

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

I have signed the Durable Power of Attorney this 18 day of October.

Carolee B. Belcourt

STATE OF OREGON )

: ss.

County of Klamath )

On this 18 day of October, 2017, before me personally appeared Carolee Belcourt and acknowledged to me that (s)he executed this Durable Power of Attorney freely and voluntarily.

Caitlyn M. Baird  
NOTARY PUBLIC - STATE OF OREGON  
My Commission expires: 02/03/2020



ACCEPTANCE BY AGENT

STATE OF OREGON        )

: ss.

County of Klamath        )

Agent hereby accepts appointment under this Durable Power of Attorney and agrees, until such acceptance is revoked by writing delivered to the Principal, to perform and act as Principal's Agent and fiduciary within the scope of authority granted herein in good faith and with the Principal's best interest always in mind, and agrees to provide full accurate accountings to the Principal, her attorneys, and her fiduciaries, upon the request of any of them.

*Cynthia Melville*

SUBSCRIBED and sworn to before me this 18 day of October, 2017 by Cynthia Melville, as Agent under this Durable Power of Attorney.

*Caitlyn M. Baird*  
NOTARY PUBLIC - STATE OF OREGON  
My Commission expires: 02/03/2020

