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Klamath County, Oregon



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RECORDING REQUESTED BY:  
Wilma E. Heiney

WHEN RECORDED MAIL TO:  
Rhonda M. Heiney  
1420 Wade Circle  
Klamath Falls, OR 97601

**DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND  
PERSONAL AFFAIRS AND NOMINATION OF CONSERVATOR**

**NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY**

A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY YOU SHOULD KNOW THESE IMPORTANT FACTS:

YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.

THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. NOTHING HEREIN IS INTENDED TO PRECLUDE YOUR AGENT FROM RECEIVING ANY REAL OR PERSONAL PROPERTY, AFTER YOUR DEATH, IF THAT AGENT HAS BEEN NAMED AS A BENEFICIARY, LEGATEE OR DEVISEE IN YOUR VALID, LAST WILL, TESTAMENTARY DISPOSITION OR TRUST.


YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY.

YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.

THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

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YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

  
\_\_\_\_\_  
Initials of Wilma E. Heiney

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

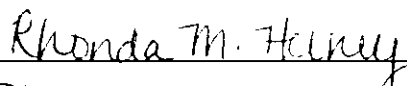
BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:


1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.
2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU.

YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT.

I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.

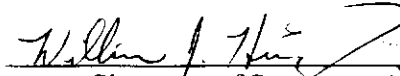
DATE: 4-9-19

  
\_\_\_\_\_  
Rhonda M. Heiney

  
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Signature of Attorney-In-Fact  
Rhonda M. Heiney

Date: 4-9-2019

  
\_\_\_\_\_  
Signature of Successor Attorney-In-Fact  
William J. Heiney

### **DURABLE POWER OF ATTORNEY AND NOMINATION OF CONSERVATOR**

I, Wilma E. Heiney, a resident of Klamath County, Oregon, appoint Rhonda M. Heiney, residing at 1420 Wade Circle, Klamath Falls, Oregon 97601, whose telephone number is, (530) 640-1027, as my Attorney-in-fact, hereinafter referred to as "my attorney-in-fact." If Rhonda M. Heiney dies, resigns, or is unable to act because of incapacity, or is unwilling to act, I appoint William J. Heiney, residing at 1420 Wade Circle, Klamath Falls, Oregon 97601, whose telephone number is (530) 640-1028, as "my attorney-in-fact". All references herein to "my attorney-in-fact" refer to the attorney-in-fact acting at the pertinent time.

This durable power of attorney shall take effect upon its execution.

I give my attorney-in-fact the powers specified in this power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

### **ARTICLE I. DECLARATIONS AND PURPOSE**

1.1. This durable power of attorney shall take effect upon its execution unless there is some other date specified. All prior powers of attorney are hereby revoked.

1.2. I, Wilma E. Heiney, appoint my daughter-in-law, Rhonda M. Heiney, as my Attorney-in-Fact with full power to carry out those acts specified in Article II in accordance with any limitations imposed herein. If my daughter-in-law is unwilling or unable to act, I appoint my son William J. Heiney as my Alternate Attorney-in-Fact. This Durable Power of attorney shall not be affected by my subsequent disability or incapacity.

1.3. My Attorney-in-Fact shall use this durable power of attorney and exercise said power as granted herein for my exclusive benefit.

### **ARTICLE II. POWERS GRANTED**



**2.1.** The following powers are granted to my attorney-in-fact to be used for my benefit and on my behalf in accordance with the directions specified herein. The powers shall apply to all property I currently have any right, title or interest in, and to any such property I may acquire by any right, title or interest therein, in the future.

**2.2.** As to my assets, real or personal, standing in my name, held for my benefit or acquired for my benefit, I confer the following powers upon my Attorney-in-Fact.

**2.2.1. Support.**

To make expenditures for my care, maintenance, support and general welfare, and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support. With respect to direct payments for maintenance of my issue I give my attorney-in-fact the power to make direct payment to the provider for maintenance and medical care without concern as to whether such payments are within the parameters of tax free gifts as interpreted under the Internal Revenue Code or applicable state code

**2.2.2. Management.**

To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and, to pay any and all taxes, charges and assessments that may be levied or imposed upon such property.

**2.2.3. Mail.**

To redirect, open and review my mail, e-mail and other communications of any kind directed to me.

**2.2.4. Custody of Papers.**

To take custody of my will, deeds, life insurance policies, contracts, securities or other important papers.

**2.2.5. Debts.**

To pay my just debts and other obligations.

**2.2.6. Legal Rights.**

To apply for government and insurance benefits, including social security and veteran's benefits, to arrange for transportation and travel, and to partition community property to create separate property for me.

**2.2.7. Employment.**

To hire and pay from my funds for counsel and services of professional advisors, physicians, brokers, dentists, accountants, workmen, clerks, attorneys, investment counselors, in-home support aids, home health care givers, house keepers, nurses, out of home care givers and other health care professionals. This paragraph shall be interpreted broadly and is intended to encompass the employment of all persons necessary to provide for my personal, home and healthcare needs. This power shall include the right to discharge said persons.



**2.2.8. Bank Accounts.**

As to my commercial, savings, credit union, savings and loan, money market, treasury bills, mutual fund accounts, safe deposit boxes, in my name or opened for my benefit, to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts.

**2.2.9. Pensions, Retirement Benefits and Accounts.**

As to any retirement benefits or accounts including, but not limited to, military pensions, government pensions/benefits, 401k accounts, individual retirement accounts, 403b accounts, railroad retirement pension/benefits and any and all similar or related accounts (including deferred compensation accounts) to open, withdraw, rollover, deposit into, close, borrow from, transfer, modify or take any action affecting those accounts (including making elections) that I may take myself.

**2.2.10. Accounts, Notes & Checks.**

As to any of my promissory notes receivable, checks, drafts, secured or unsecured, or any accounts receivable: to collect on, compromise, endorse, borrow against, hypothecate, release, discount and recover that check, draft or note and any related deed of trust or other security. (This shall include any payments to me drawn on the Treasury of the United States or any state or territory thereof).

**2.2.11. Stocks & Bonds.**

As to any of my shares of stock, bonds, mutual funds, money market funds, futures of any kind, options of any kind, or any documents or instruments defined as securities under the law: to open accounts with stock brokers (on cash or on margin), buy, sell, endorse, assign, deliver, transfer, hypothecate and borrow against for any price and upon any terms as my Attorney-in-Fact shall deem reasonable, and to collect payment thereon.

**2.2.12. Treasury Bonds.**

To purchase US Treasury bonds or other instruments redeemable at par in payment of federal estate taxes.

**2.2.13. Personal Property**

To manage tangible personal property, including but not limited to, moving, storing, selling, donating, leasing, exchanging, or otherwise disposing of said property.

**2.2.14. Real Property.**

As to any real property: to collect rents, disburse funds, keep in repair, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, and/or to sign any documents involving any transaction with real property, including but not limited to the right to purchase, acquire, take title to, convey, sell, contract to sell, exchange and/or dispose of any of the real property. This power shall include the right to claim any homestead exemption or tax advantage available to me.

A handwritten signature in black ink, appearing to be 'JEN' or similar, written in a cursive style.

**2.2.15. Taxes.**

To sign and file on my behalf all city, county, state, federal, and other government tax returns or report, including income, gift, sales, business, and property tax returns or reports of every kind and 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 States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other State or governmental entity.

**2.2.16. Estate Interests.**

To sign and deliver a valid disclaimer under the Internal Revenue code and Probate Code, when, in the judgment of the attorney-in-fact, my own and my heirs' best interests would be served and to that end, to hire and to pay for legal and financial counsel to make that decision as to whether to file that disclaimer.

**2.2.17. Gifts.**

To make gifts to my children, grandchildren or other persons related to me conforming to gift patterns that I made in earlier years, providing and on condition that significant planning and care is given to my future physical, medical and economic needs.

**2.2.18. Trusts.**

To transfer and/or contribute assets to trusts and receive income and/or principal from such trusts in accordance with their terms, providing that and on condition that the person exercising this power shall not have the power to revoke or amend any trust unless that revocation or amendment is clearly in my best interest.

**2.2.19. Renunciations.**

To renounce fiduciary positions.

**2.2.20. Possessions.**

To take possessions of, manage, maintain, operate, repair and improve any and all real or personal property now or thereafter belonging to me, to pay the expense thereof, to insure and keep the same insured and to pay any and all taxes, charges and assessments that may be levied or imposed upon that real or personal property.

**2.2.21. Merchandise.**

To buy, sell and generally deal in and with goods, wares and merchandise of every name, kind nature and description and to hypothecate, pledge and encumber the same providing that such action is clearly in my best interest.

**2.2.22. Collect.**

To ask for, demand, recover, collect and receive all monies, debts, rents, dues, accounts, legacies, bequests, interests, dividends and claims whatsoever which are now or which hereafter may become due, owing and payable to belonging to me and to have, use and

  
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take all lawful ways and means in my name for the recovery of any thereof by suit, attachment, levies or otherwise.

**2.2.23. Bankruptcy.**

To prepare, execute and file any proof of debt/claim and other instruments in any court and to take any proceeding necessary under the Bankruptcy Act in connection with any sum of money or demand due or payable to me and in any such proceeding to vote in my name for the election of any trustee or trustees and to demand, receive and accept any dividend or distribution whatsoever. Also, to file for relief, on my behalf, anything necessary to protect me under any bankruptcy statute.

**2.2.24. Settle.**

To adjust, settle, compromise or submit to arbitration any account, debt, claim, demand or dispute any matters which are now existing or may hereafter arise between me or my attorney-in-fact and any other person or persons.

**2.2.25. Mineral Rights.**

To make, execute and deliver any and all manner of contracts with reference to minerals, oil and gas rights, rents and royalties, including agreements facilitating exploration for and discovery of oil, minerals and deposits.

**2.2.26. Suits or Actions.**

To commence and prosecute and to defend against, answer and oppose all actions, suits or proceedings touching any of the matters aforesaid or any other matters in which I am or hereafter may be interested or concerned, including matters in State, Federal and Bankruptcy Court.

**2.2.27. Proxy.**

To vote any stock or investment in my name as proxy.

**2.2.28. Safety Deposit Box.**

To have access to any safe deposit box which has been or may be rented in my name or in the name of myself and any other person or persons.

**2.2.29. Pets.**

With respect to any animal that I own when this Power is executed or that is acquired thereafter, I give my attorney-in-fact the power to take any actions my attorney-in-fact believes necessary or desirable in order to effectively maintain the animal, including the power to house, or to arrange the housing, support, and maintenance of the animal, and to pay reasonable boarding, kenneling, and veterinary fees, or if the support and maintenance of the animal becomes unreasonably expensive, to dispose of the animal in a humane fashion, preferably by finding another home for the animal.



**2.2.30. Release of Medical Information.**

I authorize, in advance, all providers of health care, including hospitals, to release to my attorney-in-fact all information or photocopies of any record that my attorney-in-fact requests. If I am able to confirm this authorization, at the time of the request, third parties may seek such confirmation from me, but this authorization shall not be conditional on my confirmation. All providers of health care shall treat the request of my attorney-in-fact as that of a legal representative of an incompetent patient and shall honor that request on such a basis. I hereby waive any privilege applicable to such information and records, made in the course of a physician-patient or psychiatrist-patient relationship, and I hold the provider of health care harmless for any liability for the release of such information. This waiver includes, but is not limited to, protections and privileges under HIPPA.

**2.2.31. Execution of Documents.**

In connection with any of the powers herein granted, to sign, make, execute, acknowledge and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases acquaintance, receipts, bond, writs and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, that my said attorney-in-fact may deem and consider correct, proper and expedient.

**2.2.32. ORS 127.005.**

I expressly declare that I am familiar with the provisions of ORS 127.005 and that the powers of my attorney herein described shall be exercisable by my said attorney on my behalf, notwithstanding that I may become disabled or incompetent.

**2.2.33. Substitution and Delegation.**

To appoint and substitute for my agent any other agents, nominees, or attorneys as my agent to select or exercise any or all of the powers herein and to revoke any such other agent's authority.

**2.2.34. General Authority.**

I authorize my agent for me and 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 interests and my property interests, whether now owned or later acquired, as my agent may deem for my best interest and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers. My attorney-in-fact or successor thereof shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence. No successor attorney-in-fact shall have any duty to investigate or review any action of a prior attorney-in-fact. The successor attorney-in-fact may accept the accounting records of the prior attorney-in-fact showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the principal's assets.



**2.2.35. Disabled or Incompetent Spouse.**

The Attorney-in-Fact shall have all powers as are necessary or desirable to provide for home services support, maintenance, health, emergencies and urgent necessities of my disabled or incompetent spouse, if any. This includes in home services, hospital services, clinical services or any other medical or home service provider necessary to provide my incompetent spouse with the home, healthcare and medical necessities he or she may require. My attorney-in-fact shall have the power and authority to require such disabled or incompetent spouse to rely on and utilize his own personal estate, any inheritance he possesses or is entitled to, his social security, medicare supplement or other federal or State benefits that are available for his personal, housing or medical needs before and as a condition precedent to triggering the benefits available pursuant to this paragraph.

**2.2.36. Disabled or Incompetent Issue.**

The Attorney-in-Fact shall have all powers as are necessary or desirable to provide for home services support, maintenance, health, emergencies and urgent necessities of my disabled or incompetent issue, if any. This includes in home services, hospital services, clinical services or any other medical or home service provider necessary to provide my incompetent issue with the home, healthcare and medical necessities he or she may require. My attorney-in-fact shall have the power and authority to require such disabled or incompetent issue to rely on and utilize his or her own personal estate, any inheritance he possesses or is entitled to his social security, medicare supplement or other federal or State benefits that are available for his personal, housing or medical needs before and as a condition precedent to triggering the benefits available pursuant to this paragraph.

**2.2.37. Disclaimer.**

To renounce and disclaim any property or interest in property or powers to which I may own or become entitled, and to file any such disclaimer with appropriate courts or persons and to consider my estate planning and the reduction of estate taxes in exercising such powers.

**2.3. NOMINATION OF CONSERVATOR OR CONSERVATRIX.**

If proceedings are initiated for the appointment of a conservator of my person or my estate or both I hereby nominate Rhonda M. Heiney as conservatrix of my person or my estate, or both my person and estate. In the event that Rhonda M. Heiney is unable or unwilling to serve as conservatrix I nominate William J. Heiney as conservator of my person, estate, or person and estate. I hereby waive the requirement of a bond if Rhonda M. Heiney or William J. Heiney is appointed as conservator. I request that, if any of the persons named above is appointed conservator of my estate, the court make an order granting to that person all or as many of the independent powers as the court deems appropriate to properly care for me and manage my estate.

On the appointment of a conservator of my estate, this power shall terminate and my attorney-in-fact shall deliver my assets which are under the attorney-in-fact's control as directed by the conservator of my estate.



**2.4. DEATH UNCERTAINTY.** This durable power of attorney shall remain in effect to the extent permitted by law or until revoked or terminated, notwithstanding any uncertainty as to whether the principal is dead or alive.

**2.5. REVOCATION.** This durable power of attorney may be revoked, suspended or terminated by written revocation. This durable power of attorney when given to a spouse is deemed to be revoked by filing of a petition for dissolution of marriage in any State or nation.

**2.6. ACTUAL DEATH.** The death of a principal shall be deemed to revoke this durable power of attorney upon actual knowledge or actual notice of this being received by the Attorney-in-Fact.

**2.7. ACCOUNTING.** The Attorney-in-Fact shall be required to account to any subsequently appointed personal representative or other fiduciary and to me.


**2.8. RELIANCE.** The designated and acting Attorney-in-Fact and all persons dealing with the Attorney-in-Fact shall be entitled to rely upon this power of attorney so long as neither the Attorney-in-Fact nor any person with whom he was dealing at the time of any act taken pursuant to this power of attorney, had received actual knowledge or actual notice of any revocation, suspension or termination of the power by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable shall be binding on the heirs, devisees, legatees or personal representatives of the principal.

**2.9. INDEMNITY.** The estate of the principal shall hold harmless and indemnify the attorneys-in-fact from all liability for acts done in good faith and not in fraud of the principal.

**2.10. CHOICE OF LAWS.** The laws of the State of Oregon shall govern this power of attorney.

**2.11. CONSTRUCTION.** In construing this durable power of attorney, it is to be understood that the undersigned may be more than one person or a corporation and that, therefore, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual.

IN WITNESS WHEREOF, I WILMA E. HEINEY, have hereunto signed this instrument on this 9<sup>th</sup> day of April, 2019.

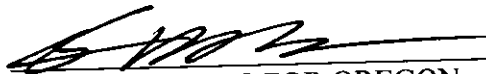
  
Wilma E. Heiney

STATE OF OREGON     )  
                                      ) ss:  
County of Klamath     )

BE IT REMEMBERED, that on this, the 9th day of April, 2019, before me, a Notary Public in and for said County and State, personally appeared Wilma E. Heiney, known to me to be the identical person described in and who executed the foregoing durable Power of Attorney and acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and the year hereinabove written.



  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 02/25/2022