

Scott MacArthur  
Returned at Counter

2019-004323

Klamath County, Oregon



00239274201900043230090099

04/23/2019 01:38:41 PM

Fee: \$122.00

**WARRANTY DEED**

Bobbie R. Mahoney  
Grantor

John Patrick Mahoney, Michael Page Donner and  
Daniel Joseph Mahoney  
565 S. Peralta Hills Drive  
Anaheim, CA 92807  
Grantee

After recording return to:  
Grantee

Until a change is requested, all tax statements  
shall be sent to the following address:  
SAME

KNOW ALL MEN BY THESE PRESENTS, that BOBBIE R. MAHONEY, as to an undivided one-fourth interest, hereinafter called Grantor for the consideration hereinafter stated, does hereby convey and warrant to JOHN PATRICK MAHONEY, MICHAEL PAGE DONNER and DANIEL JOSEPH MAHONEY, as tenants in common, hereinafter called grantee, and unto Grantees' heirs, successors and assigns all of that certain real property with the tenements, hereditments and appurtenances thereunto belonging or in anywise appertaining to the following described real property herein in Klamath County, Oregon, to-wit:

Government Lots 21, 28 and 29 in Section 13, Township 36 South, Range 10 East Willamette Meridian, Klamath County, Oregon. Being 60 acres more or less.

SUBJECT TO: conditions, restrictions, reservations, rights, rights of way and easements of record if any.

Map/Tax R-3610-01300-01800-000, Property ID # R-324483

To Have and to Hold the same unto the said grantee and grantee's heirs, successor and assigns forever.

The true consideration for this conveyance is other than money.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND

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SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 18 day of December, 2017.

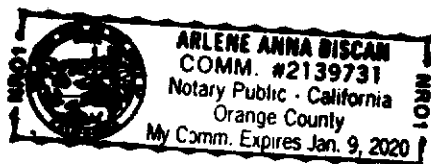
Molly S. Crippen  
Bobbie R. Mahoney, by Molly S. Crippen,  
nee Cardinet, Attorney-in-Fact

A notary public or other officer completing this certification verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA       )  
  ) ss.  
County of Orange        )

Subscribed and sworn to (or affirmed) before me on December 18, 2017 by Bobbie R. Mahoney, by Molly S. Crippen, nee Cardinet, Attorney in Fact, proved to me on the basis of satisfactory evidence to be the person who appeared before me..

Arlene Biscan  
NOTARY PUBLIC ARLENE BISCAN



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

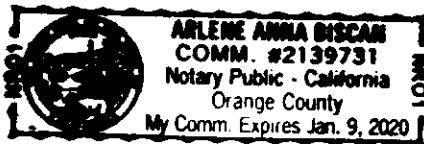
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On December 18, 2017 before me, Arlene Biscan, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Molly S. Crippen, nee Cardinet  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in his ~~her~~ their authorized capacity(ies), and that by his ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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) Space above this line  
) for recorder's use

## DURABLE POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

2. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.

MAHONEY POA1

TO WHOM IT MAY CONCERN:

BOBBIE R. MAHONEY (the principal) presently a resident of Laguna Woods, California, hereby appoints MOLLY S. CRIPPEN, (the agent) presently a resident of San Jose, California, as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead:

1. To manage, control, lease, sublease, and otherwise act concerning any real property which the principal may own, collect and receive rents or income therefrom; pay taxes, charges, and assessments on the same; repair, maintain, protect, preserve, alter, and improve the same; and do all things necessary or expedient to be done in the agent's judgment in connection with the property.
2. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.
3. To purchase, sell, invest, reinvest, and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.
4. To collect and deposit for the benefit of the principal all debts, interest dividends or other assets that may be due or belong to the principal, and to execute and deliver receipts and other discharges therefore; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.
5. To pay any sums of money, which may at any time be or become owing from the principal, to sell, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.
6. To grant, sell, transfer, mortgage, deed in trust, pledge and otherwise deal in all property, real and personal, which the principal may own; including but not limited to any real property described on any exhibit attached to this instrument including property acquired after execution of this instrument; to attach exhibits to this instrument which provide legal descriptions of all such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 6.
7. To prepare and file all income and other federal and state tax returns which the principal is required to file; to sign the principal's name; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund

of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121, or any successor statute; and to delegate authority or substitute another representative with respect to all above matters.

8. To deposit in and draw on any checking, savings, agency, or other accounts which the principal may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

9. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; mortgage participations; that, under the circumstances then prevailing (specifically including but not limited to the general economic conditions and the principal's anticipated needs) persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

10. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

11. To bring suit against any bank, savings and loan association, or other person or entity that fails or refuses to honor this power of attorney.

12. To make additions and transfer assets to any and all living revocable trusts of which the principal is a settlor.

13. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code section 2503(e) or any successor statute, which excludes such payments from gift tax liability.

14. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest.

15. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

16. Notwithstanding any other possible language to the contrary in this instrument, the agent is specifically NOT granted the following powers:

(a) To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents;

(b) To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and

(c) To exercise incidents of ownership over any life insurance policies which the principal owns on the agent's life.

17. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release of such information, records, or other documents.

18. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

19. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

20. This power of attorney shall not be affected by the principal's subsequent disability or incapacity.

21. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done, by virtue of this power of attorney.

22. The principal declares that the principal understands the importance of this durable power of attorney, recognizes that the agent is granted broad power to hold, administer, and control the principal's assets, and recognizes that this durable power of attorney will become effective immediately on execution and will continue indefinitely until

specifically revoked or terminated by death, even if the principal later becomes incapacitated.

23. If a conservatorship of the principal's person or estate, or both is deemed necessary, the principal hereby nominates MOLLY S. CRIPPEN, as conservator of the principal's person and estate.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on November 21, 2012.

Bobbie R. Mahoney  
BOBBIE R. MAHONEY

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California

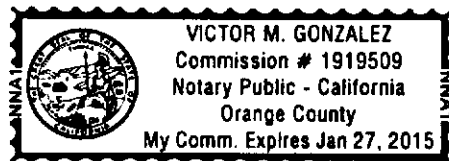
County of ORANGE

On Nov. 21, 2012 before me, VICTOR M. GONZALEZ,  
personally appeared BOBBIE R. MAHONEY, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose names(s) is are subscribed to  
the within instrument and acknowledged to me that he she they executed the  
same in his her their authorized capacity(ies), and that by his her their  
signature(s) on the instrument the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Victor M. Gonzalez (Seal)



MAHONEY POA1