

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

2020-006014

Klamath County, Oregon

05/14/2020 01:55:54 PM

Fee: \$107.00

*THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE*

AFTER RECORDING RETURN TO:

AmeriTitle

345 SE Third Street

Bend, OR 97702

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Power of Attorney

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Richard J Degryse

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Betty Diane Degryse

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☐ Other

5) SEND TAX STATEMENTS TO:

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in

**accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF _____
_____ TO CORRECT _____"**

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE
NUMBER _____."

DURABLE POWER OF ATTORNEY

I, RICHARD J. DEGRYSE, do hereby make, constitute and appoint BETTY DIANE DEGRYSE my agent and attorney-in-fact (hereinafter called my "Agent") with the power and authority described below.

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;

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 any thereof;

3. **Collections.** To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts or other sufficient discharges for any of the same;

4. **Checks and Notes.** 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 or the State of Oregon or any other state or governmental entity, and to accept drafts;

5. **Investments.** To retain any property in the hands of the Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my Agent may deem prudent, and to hold such securities in the name of its nominee or unregistered in such form that transfer thereof may be effected by delivery;

6. **Debts.** To pay my debts and other obligations;

7. **Litigation.** To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; 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. **Acquisition.** To bargain for, buy and deal in property and goods of every description;

9. **Disposition.** To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, whether real or personal; provided however, that no compensation may be paid to my Agent that would require my Agent to be licensed as a real estate agent under Oregon law; further provided, if my Agent sells real property owned by me, my Agent is authorized and directed to record this Durable Power of Attorney (or such portions thereof as a title company will require) with the legal description of such property to be attached as an Exhibit;

10. Borrowing. To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;

11. Agreements. To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;

12. Voting. To appear and vote for me in person or by proxy at any corporate or other meeting;

13. Safety Deposit Box. 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;

14. Withdrawal of Funds. 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 such financial institution or agency on my behalf;

15. Tax Returns. 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 whatsoever; 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;

16. Government Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare and military service;

17. Treasury Bonds. To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

18. 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;

19. Business Interests. To continue as a going concern any business interest owned by me, either individually or as a co-partner;

20. Substitution and Delegation. To appoint and substitute for my said Agent any Agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure;

21. Pension/Retirement Plans. To act on my behalf in dealing with any pension, profit-sharing or stock bonus plan, individual retirement arrangement, Roth IRA, § 403(b) annuity or account, § 457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (each of which is hereinafter referred to as "such Plan"), including the power to make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf; to receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name; to elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, and to make, exercise, waive or consent to any and all elections and/or options that I may have regarding the contributions to, investments or administration, of, or distribution or form of benefits under, such Plan;

22. Jointly Owned Assets. To convert jointly owned assets into sole ownership of the other joint owner and to liquidate any jointly owned asset and to direct the investment holder to pay the liquidation distribution to the benefit of only one of the joint owners;

23. Mail. To redirect my mail;

24. Credit Cards/Charge Accounts. To cancel or continue my credit cards and/or any credit or charge accounts;

25. Custody of Papers. To take custody of my Will, deeds, life insurance policies, contracts, securities or other important papers;

26. Transfer of Property. To transfer or dispose of my property in order to effect my entitlement to public services or benefits, if my Agent determines, in his or her discretion, that such action is in my best interest;

27. Disclaimer. To 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;

28. Power over my Digital Assets. To access, manage and control all digital assets, digital accounts and digital rights in which I have any interest, individually or as beneficiary; and whether or not such digital accounts and rights were in existence before this document is signed or created thereafter, and such authority includes, but is not limited to the following: the right to retrieve, obtain or use all online names, user IDs, and passwords I use; the right to exercise all powers which I have in all online services in which I am enrolled or participating in; the right to access, obtain, use and transfer all "frequent flyer" miles, "reward points," "bonus points" and similar rewards which are redeemable for trips and other goods and services and which are made available to me by any bank, credit card, airline or other similar institution; and the right to access all accounts for all purposes including but not limited to email, online banking, social media, and online photo sharing sites, etc.;

29. Self-dealing. If my spouse is my Agent, to make gifts to himself or herself and to arrange for the transfer of my jointly held property to his or her name alone. When my Agent is acting in this way, I authorize my Agent to “self-deal” in this manner with my full prior approval and without any prohibition against self-dealing. Any third party may rely upon my Agent’s representation that he or she is acting within the power given by this paragraph and any third party so relying shall have no liability for any property transfers made under this paragraph;

30. Gifting. To continue to make gifts consistent with any gifting program I adopted prior to my incapacity. Such gifting program shall be evidenced by any past history of making gifts which I have engaged in;

31. Beneficiary Designation. To 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;

32. Withdraw from Trust. To withdraw assets from my Revocable Trust for my benefit, with my full prior consent to this exercise in my reserved power to withdraw assets from the trust; if my spouse is my Agent, then I authorize withdrawals from the trust for my spouse’s benefit alone, and not for my benefit, without breach of fiduciary duty and with my full prior consent, and I also authorize my spouse to amend the terms of my trust to benefit my spouse or others;

33. Medical Records. For purposes of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, 110 Stat. 2024) and the Regulations promulgated thereunder, I designate my Agent named in this document as my Personal Representative and authorize all health-care providers or other covered entities to disclose to my Agent, on my Agent’s request, any information, oral or written, regarding my physical or mental health, including, but not limited to, medical and hospital records, including what is otherwise private or protected individually identifiable health information and medical records regarding my past, present, or future medical or mental health care or condition;

34. 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, wherever it is situated, 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 all such persons against loss, expense and liability;

35. Third Party Reliance. Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent. Any reliance by a third person upon the provisions of this

paragraph shall absolve said third person from any liability that might otherwise result from such reliance;

36. Durability. These powers of attorney shall remain exercisable by my Agent on my behalf in the event I may become legally disabled or incompetent; and

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

DATED February 18, 2014.

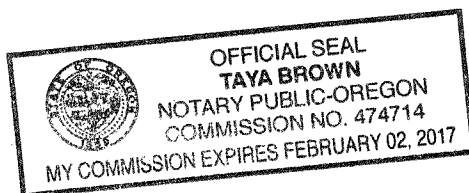

RICHARD J. DEGRYSE

STATE OF OREGON)
) ss.
County of Deschutes)

February 18, 2014

Personally appeared RICHARD J. DEGRYSE and acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




Notary Public for Oregon