

McFerguson  
Attorney  
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2021-002433

Klamath County, Oregon



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DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, JUDITH F. WEST, of Klamath County, Oregon, do hereby make constitute and appoint JONATHAN R. HOBBS of Klamath County, Oregon, my true and lawful attorney-in-fact for me and in my name, place and stead, and on my behalf, and for my use and benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power or capacity to exercise or perform, in connection with arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.

2. To request, ask, demand, sue for recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, deferred compensation, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to, me or in which I have or may hereafter acquire any interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all indorsement, acquittances, releases, receipts, or other sufficient discharges for the same.

3. To maintain, repair, improve, manage, insure, rent, lease, grant, bargain, sell, exchange, option, convey, grant easements or licenses, mortgage, encumber, hypothecate, and contract for all of the foregoing, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, including specifically and without limitation any property listed on a Schedule "A" attached hereto, for me, in my behalf, and in my name; and to effect any or all of the above-described transactions to any persons, firms or entities of such price or prices, and on such terms and conditions as my attorney-in-fact may deem proper, and in my name to make, execute, acknowledge and deliver a good and sufficient deed or deeds of conveyance or other instrument necessary to effect such transaction; and to ask for, demand, sue for, collect, recover and receive all monies which may become due and owing to me by reason of such transaction.

4. To receive, deposit, hold or cash all payments which I receive from Social Security, Medicare or any other government program or agency, in addition to all other powers.

5. No person shall be required to inquire as to the circumstances of the issuance or use of this instrument or as to the dispositions of any proceeds paid to my attorney-in-fact based on this instrument.

6. To make, receive, sign, indorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proof of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

7. To enter any safe deposit box, vault or other storage area leased by me alone or in conjunction with any other person, to sign such documents as may be necessary to gain access to same, and to examine, remove and keep the contents of same as fully as I could if I were present.

JFW  
J.F.W.

8. To prepare, or cause to be prepared, tax returns and Internal Revenue Service powers of attorney; to execute and file tax returns on my behalf and in my name; and to settle tax disputes.

9. To deal with and elect options under retirement plans including but not limited to pension plans, profit sharing plans, individual retirement accounts, rollovers and voluntary contributions; to fund inter vivos trusts, to borrow funds to avoid forced liquidation of assets; to apply for and maintain life insurance; to enter into buy-sell agreements; to forgive and collect debts; to complete charitable contributions; to make statutory elections and disclaimers; to pay salaries of employees and independent contractors; to settle, pursue, or appeal litigation on my behalf and in my name.

10. To admit me into a hospital when I need medical or physical care; to authorize medical and related personnel to perform surgery, operations or any other treatment upon me; and to do or authorize any other act for my benefit and physical welfare. Said attorney-in-fact shall, in no way, be liable for any act or occurrence under this or any other power granted by this durable power of attorney.

11. I grant to said attorney-in-fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

12. This instrument is a durable power of attorney and shall not be affected by disability of the principal, except as provided by statute. The enumeration of specific terms, rights, acts or powers herein is not intended to nor does it limit or restrict, and is not to be construed or interpreted as limiting or restriction, the general powers herein granted to said attorney-in-fact.

13. Nothing provided herein shall authorize my attorney-in-fact to amend, revoke, or alter any estate plan created by me, either before or after the execution of this instrument, except as may be authorized by me in writing. As used herein, "estate plan" shall include but not be limited to any will, living trust, testamentary trust, bank account beneficiary designation including payable on death "POD" Totten trust, or survivorship designation, or life insurance beneficiary designation. This limitation shall not apply to limit my attorney-in-fact from conveying assets into or out of trust, in transferring assets to or between accounts, and applying funds toward my care, comfort or maintenance, or payment of my bills and expenses as incurred, however the transfer shall not effect the ademption of any gift by will, trust or the contractual designation of ownership of any bank, savings and loan, thrift or of any life insurance plan or policy.

14. The rights, powers and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the date set forth below, and such rights, powers and authority shall remain in full force and effect thereafter until I, the Principal, give written notice to said attorney-in-fact that this instrument is no longer in effect.

IN WITNESS WHEREOF, I, the Principal, have hereunto set my hand and seal on this 25 day of February, 2020.

Judith F. West  
JUDITH F. WEST

STATE OF OREGON, COUNTY OF KLAMATH )ss.

BEFORE ME, this 25 day of February, 2020 personally appeared the above-named JUDITH F. WEST, and acknowledged to and before me that the foregoing instrument was executed for the purposes therein expressed.



Sandra Hoskins  
NOTARY PUBLIC FOR OREGON  
My commission expires: 5-14-2021

J.F.W.  
J.F.W.