

Gorden E. Mallory, Principal
12774 SW Terraview Drive
Tigard, Oregon 97224

Dolores K. Mallory, Agent
Joaquin F. Reis III, Successor Agent

If Recorded, return to:

Law Office of Jerold W. Hilary, LLC
9250 SW Tigard Street
Tigard, Oregon 97223

2021-003635

Klamath County, Oregon

03/11/2021 08:24:01 AM

Fee: \$107.00

DURABLE POWER OF ATTORNEY

I, GORDEN E. MALLORY, ("the principal") designate DOLORES K. MALLORY as my attorney-in-fact and agent ("my agent"). If she is unable or ceases to act as my agent, I designate JOAQUIN F. REIS III as my agent. My agent shall act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers granted in this document as fully as I might or could do if personally present and fully competent. I hereby ratify and confirm all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted.

1. Powers of Authority:

(a) General Grant of Power. My agent shall have power to perform any act, power, duty, right, or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or later acquired by me, including, but not limited to, the powers specifically enumerated in this document.

(b) Specific Powers. Without in any way limiting the generality of the power and authority conferred upon my agent in this document, my agent shall have and may exercise the specific powers set forth below.

(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) Powers of Collection and Payment. To forgive, request, demand, recover, collect, endorse and receive all sums of money, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due me. My agent shall have the authority and power to take all lawful means and equitable and legal remedies available for the collection and recovery of any of the above.

(3) Power to Acquire and Sell Real and Personal Property. To purchase, take possession of, exchange, lease, sell, convey, mortgage, and encumber real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my agent shall deem proper, and to make gifts, grants, or other transfers of real or personal property, without consideration, either outright or in trust. This power shall also include the power to transfer real and personal property, including bank and investment accounts, from the joint names of my spouse and me into the sole name and ownership of my spouse. If my agent is my spouse, then I specifically authorize my spouse to make and receive gifts from me and to arrange for transfers of jointly held property to my spouse's name alone, and I authorize this "self-dealing" with my assets with my full prior approval and consent. I specifically authorize my agent to take all these actions as to any real estate that I now own or that is later acquired by me or on my behalf.

(4) Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may later acquire, upon such terms as my agent deems proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

a. Trusts. To establish a revocable or irrevocable trust, and to transfer or withdraw any of my real property, cash, or personal property to or from a trust, provided that any transfers are at my request or consistent with my existing estate plan to the extent reasonably possible.

(5) Financial Institutions and Banking Powers. 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.

a. 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 governmental entity.

b. Safe Deposit Boxes. To have access at any time to any safe deposit box rented by me, wherever located, and to remove all or any part of the contents, and to surrender or relinquish the safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

c. Credit Cards. To cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

(6) 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, treasury and corporate bonds, and other real or personal property; engage in investment transactions (including transactions involving margin accounts or commodities contracts) with any financial institution; and hold my securities in the name of my agent's nominee or in unregistered form.

(7) Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle or other titled property, and to represent in such transfer assignment that the title is free and clear of all liens and encumbrances except those specifically set forth in the transfer assignment.

(8) Business Interests. To conduct or participate in any lawful business of any nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors, and agents; to carry out the provisions of any agreements for the sale of a business interest or the stock therein; and to exercise the voting rights with respect to stock, either in person or by proxy, and the exercise of stock options.

(9) Tax Matters. To pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters, for any tax year; to execute any power of attorney forms required

by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; to receive confidential information from 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; to execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; to execute consents, closing agreements, and other documents related to my tax liability; to 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.

a. **Disclaimer.** Disclaim any property, interest in property, or power to which I may be entitled, except where an interest passes to my agent as a result of the disclaimer; 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.

(10) Government Benefits. Perform any act necessary or desirable (including acting as representative payee) 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 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.

(11) 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. 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. However, my agent shall have no rights or powers with respect to changing the beneficiary of any policy of life insurance owned by me.

(12) Borrowing Powers. To 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.

(13) Lending. Lend funds to any person (including my agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

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

(15) Litigation Powers. To commence, prosecute, and to defend against, answer, and oppose all actions, suits, and proceedings involving any of the matters in this document or any matters in which I am or hereafter may be interested or concerned.

(16) Documents. In connection with any of the powers granted in this document, to sign, make, execute, acknowledge, and deliver in my name any and all deeds, contracts, bill of sale, leases, promissory notes, drafts, obligations, mortgages, releases, receipts, and any and all other instruments necessary, with such general and special agreements and covenants, including those of warranty, as my agent may deem right and proper.

a. Custody of Documents. To take custody of documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

(17) Employment Powers. To 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.

(18) 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.

(19) Pension and Profit Sharing Plans. To 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.

(20) Elective Share Rights. To exercise any right to claim an elective share in any estate or under any Will.

(21) Waiver of Privileges. To waive any attorney-client, physician-patient, or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

(22) Expenses and Compensation of My Agent. To reimburse my agent for my agent's expenses and compensate my agent for the reasonable value of my agent's financial management services while acting under this power of attorney.

(23) Gifting Powers. To transfer by gift, to or for the benefit of intestate beneficiaries or beneficiaries under my existing Will or any Living Trust established by me, and in accordance and consistent with the provisions thereof, any or all of my property, for the purposes of effectuating proper estate planning, including, but not limited to, preservation, and maintenance of my assets, or for federal estate tax planning, income tax planning, or long-term care planning.

a. Trust Assets. My agent shall have the power to make withdrawals from my revocable living trust for the purpose of making gifts authorized under this paragraph.

(24) Medical, Healthcare and HIPAA Issues. To obtain medical and healthcare information; to make medical and healthcare decisions for me and in cooperation and conjunction with any healthcare representative that I may have appointed in a healthcare advance directive if I am unable to do; to give all such directions and execute and deliver all such documents and do all such further acts as my agent deems necessary in connection with my medical and healthcare if I am unable to do so, including but not limited to, access to and disclose medical records and other personal information; to give or refuse, withhold or withdraw consent to medical care, of any kind and whether general or specific; to grant releases; to employ and discharge and to select and change physicians and other healthcare providers and facilities; to enter into agreements thereof; to authorize the admission into facilities and discharge therefrom; to resort to the courts; and to expend or withhold funds.

a. HIPAA Compliance. If necessary in order for my agent to make healthcare decisions for me or to obtain the opinion of a physician or other specialist regarding my incapacity for any purpose, I waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information, and authorize the release of medical and mental health information to my agent and attorney-in-fact to the extent reasonably necessary for these purposes. This waiver is meant to be interpreted as an authorization and consent by me to the use and disclosure of my medical or mental health information to my agent for making healthcare decisions or for the determination of incapacity pursuant to the regulations and rules of HIPAA (the Federal Health Insurance Portability and Accountability Act of 1996) and Oregon Revised

Statutes (ORS) 192.518 – 192.526. If the information to be disclosed contains any records or information concerning HIV/AIDS, mental health, and drug and alcohol diagnosis and treatment, I understand and agree that this Health Information will also be disclosed if necessary to determine my incapacity or disability. I understand that federal or state law may restrict redisclosure of any records or information concerning HIV/AIDS, mental health, and drug and alcohol diagnosis and treatment. I may revoke this authorization in writing at any time to my agent or healthcare provider. I understand that the information used or disclosed may be subject to redisclosure and no longer be protected under federal law. I understand that treatment, payment, enrollment, and eligibility for any benefits from a health care organization may not be conditioned on obtaining this authorization.

(25) 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.

2. Revocability. This power is revocable, provided that insofar as any governmental agency, bank, depository, trust company, insurance company, other corporation, transfer agent, investment banking company, or other person is concerned, who shall rely upon this power, this power may be revoked only by a notice in writing executed by me or my agent and delivered to such person or institution.

3. Interpretation. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers in this instrument is not intended to, nor does it, limit or restrict the general powers granted to my agent.

4. 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, an affidavit or certificate stating that (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 this power of attorney after such an affidavit or certificate has been provided.

5. Disability of Principal. I expressly declare that the power of my agent described shall be exercisable by my agent on my behalf notwithstanding that I may become legally disabled or incompetent.

6. Fiduciary Powers. My agent shall have rights or powers to act on my behalf with respect to any act, power, duty, right or obligation relating to any person, matter, transaction, or property owned by me or in my custody as a guardian, conservator, trustee, custodian, personal representative, executor, director of a corporation, or other fiduciary capacity.

7. Governing Law. The laws of the State of Oregon shall govern the interpretation of this instrument.

//

//

//

//

