

**RECORDING COVER SHEET**

ORS 205.234

This cover sheet has been prepared by:

**2022-002675**

Klamath County, Oregon

03/03/2022 11:16:02 AM

Fee: \$132.00

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: 514965AM

Please print or type information.

**1. AFTER RECORDING RETURN TO –**

Required by ORS 205.180(4) &amp; 205.238:

Name: Ruth Gordon11579 SW Horny Hollow TrailCrooked River Ranch, OR  
97760**2. TITLE(S) OF THE TRANSACTION(S) –** Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

**Document Title(s):** Durable Power of Attorney**3. DIRECT PARTY / GRANTOR Names and Addresses –** Required by ORS 205.234(1)(b)

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

**Grantor Name:** Louveta M. Hammersley**Grantor Name:** \_\_\_\_\_**4. INDIRECT PARTY / GRANTEE Names and Addresses –** Required by ORS 205.234(1)(b)  
for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor**Grantee Name:** n/a**Grantee Name:** \_\_\_\_\_**5. For an instrument conveying or contracting to convey fee title,**  
the information required by ORS 93.260:**UNTIL A CHANGE IS REQUESTED, ALL  
TAX STATEMENTS SHALL BE SENT TO  
THE FOLLOWING ADDRESS:**Name: NO CHANGE

Address: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

**6. TRUE AND ACTUAL CONSIDERATION –**

Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$ 0**7. TAX ACCOUNT NUMBER OF THE PROPERTY** If the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)Tax Acct. No.: N/A

## DURABLE POWER OF ATTORNEY

I, Louveta M. Hammersley, of Crooked River Ranch, Oregon, appoint Ruth L. Gordon my Agent and attorney-in-fact ("my Agent"). If Ruth L. Gordon is unable or unwilling to act as my Agent, I appoint Richard L. Gordon as my Agent and attorney-in-fact. An alternate agent may act during any period when my Agent is temporarily unable to act. The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph. My Agent shall have power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare.

1(a). Health Information. While my Agent is acting under this power of attorney, ~~have the right to receive, review, and consent to the disclosure of my medical records. I~~ expressly waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information. In addition, despite my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), I specifically authorize any health care professional or facility to disclose all health information about me to my Agent. I designate my Agent as my personal representative for purposes of HIPAA.

1(b). Assistance in My Home. In the event that I require long-term care, make expenditures for care and services which I may need in order to remain in my own home. This power includes the authority to pay for the services of my Agent, family members, and friends who provide in-home care or services for me or who arrange for or manage care and services for me.

1(c). Long-Term Care Outside My Home. Make expenditures to contract and pay for long-term care outside my home if my Agent determines that I cannot receive the services I need in my home.

2. Manage and Dispose of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.

3. 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.

4. Financial Institutions. 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.

5. 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, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.

6. 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. This power shall not extend to any insurance I own on the life of my Agent. 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.

7. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.

9. U.S. Treasury Bonds. Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. Retirement Plans. 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.

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

12. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. Debts. Pay my debts and other obligations.

14. Litigation. Sue upon, defend, compromise, or submit to arbitration any

controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.

15. Borrowing. 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.

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

17. Taxes and Assessments. Do the following with respect to any year through and including the year of my death: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; 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; 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; execute consents, closing agreements, and other documents related to my tax liability; 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.

18. 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.

19. 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.

20. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any will.

21. Fiduciary Positions. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

22. Safe Deposit Box. Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

23. Mail. Redirect my mail.

24. Custody of Documents. Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.

25. Employees and Advisors. 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.

26. Waiver of Privileges. Waive any attorney-client or other professional privilege which would otherwise protect me against the disclosure of confidential information, in order to obtain information from the professional.

27. 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. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate Richard L. Gordon to act as my guardian or conservator.

28. Compensation of My Agent. Compensate my Agent for the reasonable value of my Agent's financial management services while acting under this power of attorney.

29. Accounting. My Agent shall be required to account within a reasonable period after receiving a request from me, any successor agent, my guardian, or my personal representative. During any period that a conservator is appointed for me, my Agent shall account to the conservator rather than to me.

30. Trusts. Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the trust is consistent with my existing estate plan to the extent reasonably possible.

31. Substitution and Delegation. Appoint and substitute for my Agent any nominee or agent to exercise the powers granted in this instrument and revoke the appointment or substitution at any time.

32. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed pursuant to this power of attorney.

33. 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.

34. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

35. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

I have signed this power of attorney this 18th day of August, 2015.

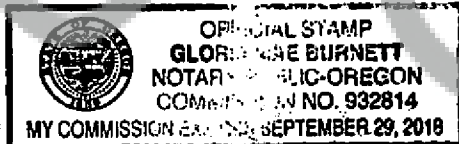
Louveta M. Hammersley  
Louveta M. Hammersley

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

On this 18<sup>th</sup> day of August, 2015, before me personally appeared Louveta M. Hammersley and acknowledged to me that she executed this power of attorney freely and voluntarily.

Gloria Mae Burnett  
Notary Public for Oregon

My commission expires: 9-29-2018



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LMH  
LMH

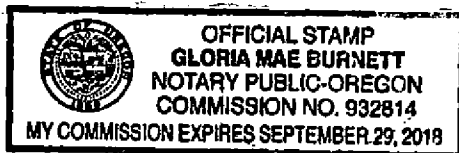
SIGNATURE OF AGENT

Agent acknowledges that the following is the Agent's signature:

*Ruth L. Gordon*  
Ruth L. Gordon

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

Subscribed and sworn to before me this 18<sup>th</sup> day of August 2015.



*Gloria Mae Burnett*  
Notary Public for Oregon  
My commission expires: 9-29-18

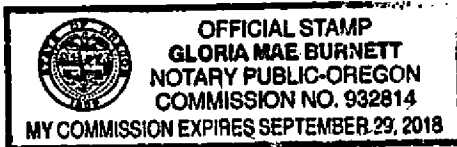
SIGNATURE OF ALTERNATE AGENT

My alternate agent acknowledges that the following is my alternate agent's signature:

*Richard L. Gordon*  
Richard L. Gordon

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

Subscribed and sworn to before me this 18<sup>th</sup> day of August 2015.



*Gloria Mae Burnett*  
Notary Public for Oregon  
My commission expires: 9-29-2018