

**2022-011023**

**Klamath County, Oregon**



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09/12/2022 12:02:28 PM

Fee: \$122.00

**Grantor:**

Yvette Spicer  
7000 Robinhood Lane  
Fort Worth, TX 76112

**Grantee:**

Yvette Spicer, Trustee  
YVETTE SPICER LIVING TRUST  
dated 7-20-2022  
7000 Robinhood Lane  
Fort Worth, TX 76112

**After recording return to:**

Elder Law Portland LLC  
12275 SW Second Street  
Beaverton, OR 97005

**Until a change is requested,  
send tax statements to:**

Yvette Spicer  
7000 Robinhood Lane  
Fort Worth, TX 76112

**Statutory Bargain and Sale Deed**

YVETTE SPICER, "Grantor," hereby conveys and warrants, all right, title and interest to YVETTE SPICER, TRUSTEE, or her successors in trust, under the YVETTE SPICER LIVING TRUST dated July 20, 2022 and any amendments thereto, "Grantee," the following real property situated in Klamath County, Oregon, free of encumbrances except for matters of public record:

LOT 10 IN BLOCK 11 OF FIRST ADDITION TO KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH OREGON

SUBJECT TO EXCEPTIONS OF RECORD

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the covenants contained herein or provided by law shall be limited to the extent of coverage that is provided to Grantor under any policy of title insurance insuring Grantor's interest in the above described property. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument to the extent of coverage that is provided to Grantor under any policy of title insurance insuring Grantor's interest in the above described property.

The true and actual consideration paid for this conveyance is the mutual covenants contained in the Trust described above and the conveyance described herein which are for the purposes of estate planning and consist of value wholly other than cash.

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

WITNESS the hand of said Grantor on this 29~~th~~ day of July, 2022.

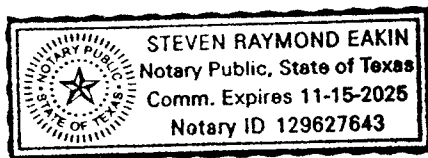
GRANTOR:

Yvette Spicer by Jennie Fitzgerald  
YVETTE SPICER by JENNIE FITZGERALD as Agent as agent

STATE OF TEXAS           )  
COUNTY OF TARRANT   )

Before me, the undersigned, Notary Public, on this day personally appeared Jennie FitzGerald, as an Agent of Grantor and as Trustee of Grantee, known to me (or proved to me through TEXAS DL) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, July 29, 2022.



[Signature]  
Notary Public, State of Texas

**Grantor:**

Yvette Spicer  
7000 Robinhood Lane  
Fort Worth, TX 76112

**Grantee:**

Yvette Spicer, Jr., Trustee  
YVETTE SPICER LIVING TRUST dated 07-20-2022  
7000 Robinhood Lane  
Fort Worth, TX 76112

**After recording return to:**

Elder Law Portland LLC  
12275 SW Second Street  
Beaverton, OR 97005

**Until a change is requested,  
send tax statements to:**

Yvette Spicer, Trustee  
7000 Robinhood Lane  
Fort Worth, TX 76112

**Recording cover sheet**

# Statutory Durable Power of Attorney

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, Yvette Spicer, 7000 Robinhood, Fort Worth, Texas 76112, appoint Jennie Linn Fitzgerald and Daniel Allen Fitzgerald, or the survivor of them, as my co-agents to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

- \_\_\_\_\_(A) Real property transactions;
- \_\_\_\_\_(B) Tangible personal property transactions;
- \_\_\_\_\_(C) Stock and bond transactions;
- \_\_\_\_\_(D) Commodity and option transactions;
- \_\_\_\_\_(E) Banking and other financial institution transactions;
- \_\_\_\_\_(F) Business operating transactions;
- \_\_\_\_\_(G) Insurance and annuity transactions;
- \_\_\_\_\_(H) Estate, trust, and other beneficiary transactions;
- \_\_\_\_\_(I) Claims and litigation;
- \_\_\_\_\_(J) Personal and family maintenance;



- \_\_\_\_\_ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- \_\_\_\_\_ (L) Retirement plan transactions;
- \_\_\_\_\_ (M) Tax matters.
- \_\_\_\_\_ (N) Digital assets and the content of an electronic communication.
- JS*   (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

### **SPECIAL INSTRUCTIONS:**

Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

           My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

  *JS*   My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Special instructions applicable to co-agents (if you have appointed co-agents to act, initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

  *JS*   Each of my co-agents may act independently for me.

           My co-agents may act for me only if the co-agents act jointly.

           My co-agents may act for me only if a majority of the co-agents act jointly.

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

           I grant my agent the power to apply my property to make gifts, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

*[The following provisions are not part of the statutory form itself, but are a permissible modification to the statutory form under Sec. 752.052 to grant specific authority described by Sec. 751.031(b).]*

### **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:



(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. If you DO NOT want to grant your agent one or more of the following powers, you may also CROSS OUT a power you DO NOT want to grant.)

  *JS*   Create, amend, revoke, or terminate an inter vivos trust, or prepare any other estate planning documents my co-agents deem to be in my best interest

           Make a gift, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code) and any special instructions in this power of attorney

  *JS*   Create or change rights of survivorship

  *JS*   Create or change a beneficiary designation

           ~~Authorize another person to exercise the authority granted under this power of attorney.~~

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) This power of attorney is not affected by my subsequent disability or incapacity.

~~(B) This power of attorney becomes effective upon my disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under

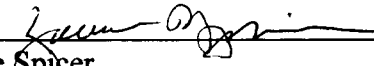


this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, or refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I grant to the surviving agent to the full power and authority to act alone. If both of my co-agents are unable or unwilling to serve for any reason, then I name the following person as their successor:

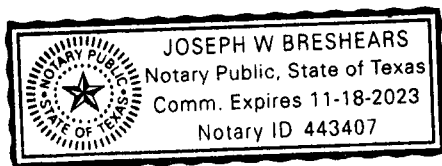
Dale Burt

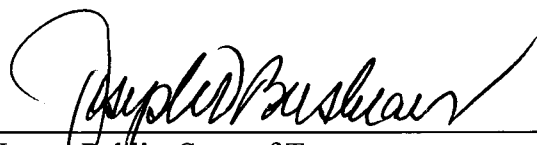
  
Yvette Spicer

STATE OF TEXAS  
COUNTY OF TARRANT

Before me, Joseph W Breshears, Notary Public, State of Texas, on this day personally appeared Yvette Spicer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, July 20, 2022.



  
Notary Public, State of Texas  
My commission expires: 2024-11-18



## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
  - (A) the property belonging to the principal that has come to your knowledge or into your possession;
  - (B) each action taken or decision made by you as agent;
  - (C) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
  - (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
  - (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
  - (F) each known liability;
  - (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and





- (H) all documentation regarding the principal's property.

### **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

### **Liability of Agent**

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

