2023-000048

Klamath County, Oregon 01/04/2023 02:31:01 PM

Fee: \$137.00

LF205 Durable Power of Attorney 6-15, Pg. 1 of 7

# 470322084490 TICOR TITLE After Recording 1555 E McAndrews Rd Medford, OR 97504

## **Durable Power of Attorney**

**NOTICE:** THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. 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 DURABLE POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

### **Definition of Agent**

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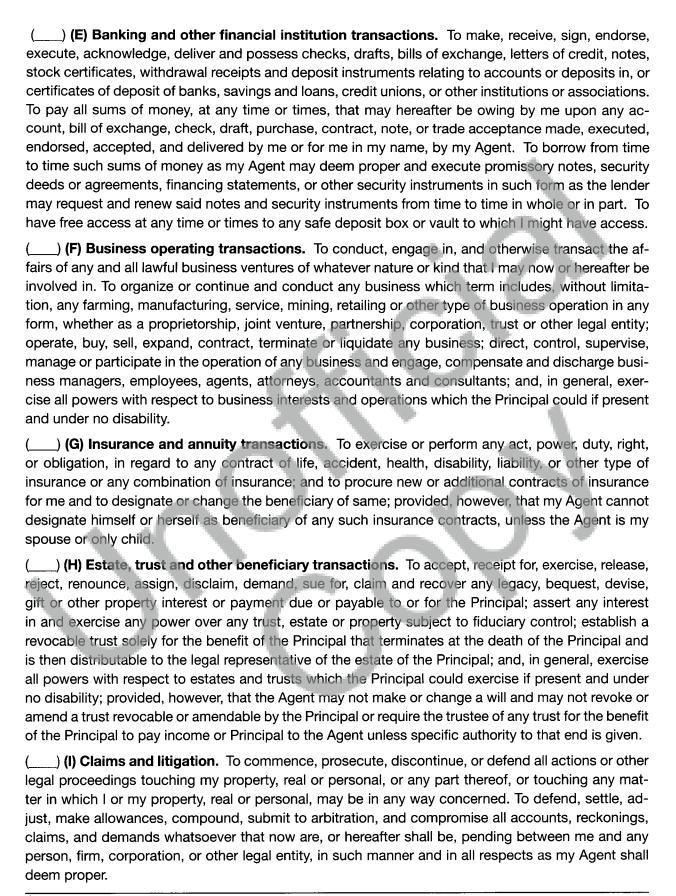
As used in this document, the term "Agent" shall include all agent(s), attorney(s)-in-fact, attorneys-in-fact / agents, and mandatary or mandataries who are appointed herein.

TO ALL PERSONS, be it known, that I, Paul Duane Babcock, the undersigned
Principal, who resides at 2631 Main St
City of Malin , County of Klamath ,
State of <u>0 regon</u> , do hereby appoint <u>charlene Avgeris</u> as my
State of <u>Oregon</u> , do hereby appoint <u>Charlene Avgeris</u> as my Agent, and <u>Darlene Hicks</u> as my Agent, who must act jointly may act
separately on my behalf.
At the time of the execution of this Durable Power of Attorney, <u>Charling Avgeris</u> resides at 9323 Pipit Court,  City of Klamath 97601, State of
resides at 1929 ripit word,
City of 17 (ATVACTY). PULITS , County of REACTY OF YOUR , State of
<u>Oregon</u> .
At the time of the execution of this Durable Power of Attorney.
Darlyne Hicks resides at 1417 Devonvidge Dr.
Darlyne Hicks resides at 1417 Devonridge Dr., City of Klamath Falls, County of Klamath, State of
Oregon.
<b>—</b>
If one of my Agents is unable to serve for any reason, L I authorize the remaining named Agent to
act as my sole Agent OR U l designate, residing at
, City of, County of
, State of, to serve in that person's place.
If both of my Agents are unable to serve for any reason, I designate
, residing at,
City of, County of, State of
, as my Successor Agent.

#### **Grant of General Authority**

My Agent shall care for, manage, control, and handle all of my business, financial, property and personal affairs in my name, place and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

powers inserted after the following:
(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Agent authority. If the corresponding blank space for any particular subdivision is NOT initialled, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power the Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated.
(
() (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of the State of the Uniform Commercial Code as adopted at that time under the laws of the State of the State of the Uniform Commercial Code as adopted at that time under the laws of the State of the State of the Uniform Commercial Code as adopted at that time under the laws of the State of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the time under the laws of the State of the Uniform Commercial Code as adopted at the Uniform Commercial Code as adopted at the Uniform Commercial Code as adopted at
(C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public now or hereafter belonging to me.
low of hereafter belonging to me.



() <b>(J) Personal and family maintenance.</b> To hire accountants, attorneys at law, consultants clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.
() <b>(K)</b> Benefits from Social Security, Medicare, Medicaid, or other governmental programs or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability.
() (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.
() <b>(M) Tax matters.</b> To prepare, to make elections, to execute and to file all tax, Social Security unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.
(PO) (N) ALL OF THE MATTERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).
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.)
<ul> <li>Create, amend, revoke or terminate an inter vivos trust.</li> <li>Make a gift.</li> <li>Create or change rights of survivorship.</li> <li>Create or change a beneficiary designation.</li> <li>Authorize another person to exercise the authority granted under this Durable Power of Attorney.</li> </ul>

() Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. () Exercise fiduciary powers that the Principal has authority to delegate.
() Disclaim or refuse an interest in property, including a power of appointment.
<b>Limitation on Agent's Authority</b> An Agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the Agent or a person to whom the Agent owes an obligation of support unless I have included that authority in the Special Instructions.
Special Instructions (Optional)  Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of
Attorney: None
The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:
None
Additional powers, if any, granted to the Agent with respect to any power listed above and not eliminated/struck out by the Principal:
News
Special Instructions for Gifts 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 to individuals, charities, or to the Agent, up to the amount of \$500 per year, per individual or entity, without signature of the Principal, as the Agent determines to be in the Principal's best interest.
Authorization for an Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.
() I grant my Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.
Nomination of Guardian or Conservator (Optional)  In the event that a court decides that it is necessary to appoint a Guardian of my person or Conservator of my estate, I hereby nominate

Effective Date/Durable Provision
This Durable Power of Attorney shall be effective immediately, shall not be affected by any lapse of time, and shall not be affected by the subsequent incapacity of the Principal except as provided by statute in the State of, and all acts done by the Agent under the power granted herein during any period of the Principal's disability or incapacity shall have the same effect and inure to the benefit of and bind the Principal and Principal's successors in interest as if the Principal were competent and not disabled.
My Agent hereby accepts this appointment subject to its terms and agrees to act and perform in the said fiduciary capacity and observe the standards of care applicable to trustees as described by relevant statute consistent with my best interests as his, her, or their best discretion deem advisable, and I affirm and ratify all acts so undertaken.
If the Agent is a corporate Agent, the Agent shall not use my assets for its benefit, nor the benefit of its officers or directors.
If this Durable Power of Attorney is revoked or terminated, such revocation or termination for any reason in accordance with law shall be ineffective as to any Agent unless and until actual notice or knowledge of such revocation or termination shall have been received by the Agent.
My subsequent death shall not revoke or terminate the agency granted herein as to my Agent who without actual knowledge of my death, acts in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind my successors in interest.
Notice to Third Parties  To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly exe-

To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall have been received by such third-party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third-party from and against any and all claims which may arise against such third-party by reason of such third-party having relied on the provisions of this instrument.

HIS DURABLE POWER OF ATTORNEY MAY BE	()	DED IN WRITING BY	
Paul Duane Babcock, Prin	ncipal		, ,
Soft Sulf Sulf	11-13	7-22	_ (date)
Second Witness	11:17	1.22	_ (date)
$\mathcal{U}$			

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF Oregon ) COUNTY OF Klamath )
On November 17 , 2022 , before me, Tisha Grace Bray , a Notary Public, personally appeared Paul Duane Babcock , as Principal, and Logan Sweet , as Witness, and Tuana Ruiz , as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
The commence of the commence o
Signature of Notary  NOTARY PUBLIC - OREGON COMMISSION NO. 1022480
Affiant Known Produced ID MY COMMISSION EXPIRES MARCH 10, 2026
Type of ID OR DL
(Seal)
AGENT'S SIGNATURE AND ACKNOWLEDGMENT
First Agent Acknowledgement
I, Whithe Avgir 15, am the person identified as the Agent for the Principal
named in this document and acknowledge my legal duties.
Date Signature Signature
Second Agent Acknowledgement (if applicable)
in this document and acknowledge my legal duties
named in this document and acknowledge my legal duties.  11-17-2622  The last of the last
Date Signature

#### IMPORTANT INFORMATION FOR AGENT

The purpose of a Durable Power of Attorney is to give at least one representative, (the Agent), the authority and right to act on behalf of the Principal in the event of an absence.

#### **Agent's Duties**

When you accept the authority granted under this Durable Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the Durable Power of Attorney is terminated or revoked. You must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this Durable Power of Attorney; and
- (4) disclose your identity as Agent whenever 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.

Unless the Special Instructions in this Durable Power of Attorney state otherwise, you must also:

- (1) act loyally for the Principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person that has authority to make health-care decisions for the Principal to do what you know the Principal reasonably expects or, if you do not know the Principal's expectations, to act in the Principal's best interest; and
- (6) attempt to preserve the Principal's estate plan if you know the plan and preserving the plan is consistent with the Principal's best interest.

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

You must stop acting on behalf of the Principal if you learn of any event that terminates this Durable Power of Attorney or your authority under this Durable Power of Attorney. Events that terminate a Durable Power of Attorney or your authority to act under a Durable Power of Attorney include:

- (1) death of the Principal;
- (2) the Principal's revocation of the Durable Power of Attorney or your authority;
- (3) the occurrence of a termination event stated in the Durable Power of Attorney;
- (4) the purpose of the Durable Power of Attorney is fully accomplished; or
- (5) if you are married to the Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Durable Power of Attorney state that such an action will not terminate your authority.

#### **Liability of Agent**

If you violate your duty under this Durable Power of Attorney you may be liable for damages caused by your violation.

If there is anything about this document or your duties that you do not understand, seek legal advice.

## AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY

STATE OF Oregon
COUNTY OF Klamath )
I, <u>Charlene Autority</u> , certify under penalty of perjury that <u>Faul Durne Batolical</u> granted me authority as Agent or Successor Agent in a power of attorney dated
I further certify that to my knowledge:
(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and
(3) if I was named as a Successor Agent, the prior Agent is no longer able or willing to serve.
Agent Signature and Date  11/17/72
Printed Name of Agent, Address and Phone Number
Phone: 541-891-9823
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
On November 17, 20,22, before me, Tisha Grace Bray, a Notary Public, personally appeared Charlene Avgers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  OFFICIAL STAMP TISHA GRACE BRAY NOTARY PUBLIC - OREGON COMMISSION NO. 1022480 MY COMMISSION EXPIRES MARCH 10, 2026 Signature of Notary
Affiant Known Produced ID Type of ID OR D( (Seal)

## DURABLE POWER OF ATTORNEY - MAJOR GIFTS RIDER AUTHORIZATION TO MAKE MAJOR GIFTS OR OTHER TRANSFERS

Attached to a Durable Power of Attorney dated made by
<b>CAUTION TO THE PRINCIPAL:</b> This OPTIONAL rider allows you to authorize your Agent to make major gifts or other transfers of your money or other property during your lifetime. Granting any of the following authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property or change how your property is distributed at your death. This Major Gifts Rider does not require your Agent to exercise granted authority, but when he or she exercises this authority, he or she must act according to any instructions you provide, or otherwise in your best interest.
This Major Gifts Rider and the Durable Power of Attorney it supplements must be read together as a single instrument.
Before signing this document authorizing your Agent to make major gifts and other transfers, you should seek legal advice to ensure that your intentions are clearly and properly expressed.
(a) GRANT OF LIMITED AUTHORITY TO MAKE GIFTS: Granting gifting authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property. If you wish to allow your Agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.
To grant your Agent the gifting authority provided below, initial the bracket to the left of the authority.
() I grant authority to my Agent to make gifts to my spouse, children and more remote descendants, and parents, not to exceed, for each donee, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to my children and more remote descendants, and parents, the maximum amount of the gift to each donee shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code. This authority must be exercised pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest.
(b) MODIFICATIONS: Use this section if you wish to authorize gifts in excess of the above amount, gifts to other beneficiaries, or other types of transfers.
Granting such authority to your Agent gives your Agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must separately grant that authority in subdivision (c) below.
() I grant the following authority to my Agent to make gifts or transfers pursuant to my instructions, or otherwise for purposes which the Agent reasonably deems to be in my best interest:

## (c) GRANT OF SPECIFIC AUTHORITY FOR AN AGENT TO MAKE MAJOR GIFTS OR OTHER TRANSFERS TO HIMSELF OR HERSELF: (OPTIONAL)

If you wish to authorize your Agent to make gifts or transfers to himself or herself, you must grant that authority in this section, indicating to which Agent(s) the authorization is granted, and any limitations and guidelines.

() I grant specific authority for transfers to himself or herself:	r the following Agent(s) to mak	e the following major gifts or other
(i)	_ is authorized to transfer my	to
himself or herself;		
(ii)	_ is authorized to transfer my	to
himself or herself;	•	
(iii)	is authorized to transfer my	to
himself or herself.		
This authority must be exercised Agent reasonably deems to be in		r otherwise for purposes which the
(d) ACCEPTANCE BY THIRD PA I agree to indemnify the third par reliance on this Major Gifts Rider	ty for any claims that may arise	against the third party because of
(e) SIGNATURE OF PRINCIPAL In Witness Whereof I have hereur PRINCIPAL signs here: ==>	nto signed my name on	Duane Bustock
		identity of the individual who signed the ccuracy, or validity of that document.
STATE OF Oregon COUNTY OF Klamath		
on November 17	2022 , before me. Tisha	Grace Bray .
a Notary Public, personally appea	red Paul Duane Bab	, as Principal, and , as Witness, who
		n(s) whose name(s) is/are subscribed
•		y executed the same in his/her/their
		the instrument the person(s), or the
entity upon behalf of which the pe	erson(s) acted, executed the insti	rument.
I certify under PENALTY OF PER	JURY under the laws of the Stat	e of Oregon
that the foregoing paragraph is tr		OFFICIAL STAMP
WITNESS my hand and official so		TISHA GRACE BRAY NOTARY PUBLIC - OREGON COMMISSION NO. 1022480 MY COMMISSION EXPIRES MARCH 10, 2026
Signature of Notary		
Affiant Known Produc	ed ID Type of ID OR DL	(Seal)

#### (f) SIGNATURES OF WITNESSES:

By signing as a Witness, I acknowledge that the Principal signed the Major Gifts Rider in my presence and the presence of the other Witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Major Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of major gifts.

Signature of Witness #1	11-17-22
Signatúre of Witness #1	Date
Logan Sweet Print Name	
9472 Washburn WaV	
2772 Washburn Way Address	
<u>KIOMO+hFa IIS, OR, 97-603</u> City, State and Zip	
Signature of Witness #2	11.17-22
Juana Ruiz	Date
Print Name	
297 2972 Washburn Way	$O_Z$
Klamath Falls, or 97603	
City, State and Zip	
(g) THIS DOCUMENT PREPARED BY:	