

FIRST AMERICAN

41050441

RECORDING REQUESTED BY:
Marie R. Dunkeson
2345 Scenic Drive, Apt. 148
Modesto, CA 95355

2023-003132
Klamath County, Oregon
04/26/2023 12:11:01 PM
Fee: \$112.00

AND WHEN RECORDED MAIL TO:
SAME AS ABOVE

MARIE R. DUNKESON, Principal, to DENNIE L. DUNKESON, JR., Agent:

DURABLE POWER OF ATTORNEY
AND NOMINATION OF CONSERVATOR

Exempt from fee per GC27388.1.
Document is being recorded in
connection with a concurrent
transfer of real property that is a
residential dwelling to an owner-
occupier.

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS.

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY IN-FACT-WITH BROAD POWERS TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.

2. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH DECISIONS FOR YOU.

3. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.

4. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

TO WHOM IT MAY CONCERN:

MARIE R. DUNKESON, presently residing at 2345 Scenic Drive, Apt. 148, Modesto, CA 95355, hereby appoints DENNIE L. DUNKESON, JR. presently residing at 2345 Scenic Drive, Apt. 148, Modesto, CA 95355, telephone number 541.891.7618, as the principal's true and lawful attorney-in-fact. The attorney-in-fact shall use the following form when signing on the principal's behalf:

MARIE R. DUNKESON

By DENNIE L. DUNKESON, JR., her attorney-in-fact

The attorney-in-fact, also referred to as "agent", shall have the following powers, to use for the principal and in the principal's name, place and stead, to be used in a fiduciary capacity:

While the principal is not incapacitated, this durable power of attorney may be modified by the principal at any time by written notice given by the principal to the agent and may be terminated at any time by either the principal or the agent by written notice given by the terminating party to the other party.

This power of attorney shall continue after the principal's incapacity in accordance with its terms.

On the death of the principal, this power shall terminate and the assets of the principal shall be distributed to the duly appointed personal representative of the principal's estate; or if no estate is being administered, to the persons who lawfully take the assets without the necessity of administration when they have supplied the agent with satisfactory documents as provided by law.

1. As to any commercial, checking, savings, or savings and loan account, in the principal's name or opened for the principal's benefit—to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts.

2. As to any promissory note receivable, secured or unsecured—to collect on, compromise, endorse, borrow against, hypothecate, release, and reconvey that note and any related deed of trust.

3. As to any shares of stock, bonds, or any documents or instruments defined as securities under California law- to open accounts with stockbrokers, and to buy, sell, endorse, transfer, hypothecate, and borrow against.

4. As to any real property- to collect rents, disburse funds, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for any transactions in this Paragraph 4, and to sell any of the real property and to convey title to any real property.

5. As to any other property not listed in Paragraphs 1,2,3, and 4 – to buy, sell, convey and dispose of, as needed in the agent's judgment for the principal's welfare and comfort.

6. To hire and pay from the principal's funds for counsel and services of professional advisors, including a firm of which the agent is a member, without limitations – physicians, dentists, accountants, attorneys, and investment counselors.

7. As to the principal's income taxes and other taxes – to sign the principal's name, hire preparers and advisors and pay for their services from the principal's fund and to do whatever is necessary to protect the principal's assets from assessments as though the principal performed those acts.

8. To transfer to the Trustee of a revocable trust of which the principal is a Settlor and a beneficiary the principal's assets or interests in assets and to withdraw assets from any trust of which the principal is a Settlor.

9. To apply for government and insurance benefits, including health insurance related forms and documents to protect the principal, to prosecute and to defend legal actions, to arrange for transportation and travel, and to partition community property to create separate property for the principal.

10. To sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, when, in the agent's judgment, the principal's family's best interests would be served; to that end, to hire and pay for legal and financial counsel to make that decision as to whether to file that disclaimer.

11. As to gifts of the principal's assets, (a) the agent may make gifts to the principal's family members, in equal shares or by right of representation; and (b) in the agent's judgment, to charitable, scientific, or educational institutions, according to the principal's pattern of charitable giving during the previous five (5) years.

12. Notwithstanding anything to the contrary in this document, any Attorney-in-Fact serving under this document shall have the power to give the principal's residence, or any interest the principal may have in a residence, and to convey title thereto, to the principal's spouse; or in the agent's sole discretion, to the principal's children, in equal shares. If a child of the principal is not then living, the child's share may be given to the child's then living children, in equal shares. The agent is authorized to make any gift authorized in this paragraph when, in his sole discretion, he believes it would be in the best interests of the principal's estate to make the gift, notwithstanding the fact that the agent may be a beneficiary of the gift.

13. The agent is specifically NOT granted the following powers:

(a) To use the principal's assets for the agent's own legal obligations, including but not limited to support of the agent's dependents. Nothing in this paragraph shall limit the powers to make gifts given hereinabove.

(b) To exercise any of the powers of the Trustee under any irrevocable trust of which the agent is a Settlor and of which the principal is a Trustee.

(c) To exercise incidents of ownership over any life insurance policies that the principal owns on the agent's life.

14. If a conservatorship of the principal's estate is deemed necessary, the principal hereby nominates DENNIE L. DUNKESON, JR., as conservator of the principal's estate. If for any reason DENNIE L. DUNKESON, JR., is unable or unwilling to serve, then the principal hereby nominates LEE DUNKESON as conservator of the principal's estate.

15. The principal presently lives in their home at 2345 Scenic Drive, Apt. 148, Modesto, CA 95355. It is the principal's desire to remain in the home for as long as reasonably possible. The principal authorizes and directs the agent to take such steps as are necessary to honor the principal's above expressed desire or taking such other measures as the agent considers advisable under the circumstances.

16. If for any reason the original agent under this durable power of attorney is unwilling or unable to continue to serve, LEE DUNKESON whose current address is 3517 Farris Avenue, Ceres, CA 95307, telephone number 209.233.5958, shall instead serve as successor agent. In such case, one of the following documents shall be attached to this durable power of attorney: A resignation or declination to serve signed by the original agent; a written and signed opinion from a licensed

physician that the original agent is physically or mentally incapable of serving; a certified Court Order as to the incapacity or inability of the original agent to serve; or a certified Death Certificate of the original agent. Third parties who deal with the successor agent shall be entitled to rely on the original power of attorney instrument with any such document attached.

17. Any third party from whom the agent may request information, records, or other documents regarding the principal's personal affairs may release and deliver all such information, records, or documents to the agent. The principal hereby waives any privilege that may apply to release such information, records, or other documents.

18. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the principal were personally present and acting on the principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the principal, the principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

19. This power of attorney shall apply to all present owned and future acquired assets of the principal and shall include the power to acquire any assets as described herein on the principal's behalf.

20. The principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

21. This power of attorney shall commence and take effect on the principal's execution of this document.

22. The principal hereby ratifies and confirms all that the agent shall do, or cause to be done by virtue of this power of attorney.

23. The agent is not liable to the principal or any of the principal's successors when in good faith he acts or does not act under this document; but this freedom from liability is not effective in the event of willful misconduct or gross negligence.

24. California law governs this durable power of attorney in all respects.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney and nomination of conservator on 19 December 2022.

Marie R. Dunkeson
MARIE R. DUNKESON

A notary public or other officer completing this certification 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 California)
County of San Joaquin)

On 19 December 2022 before me, VINCENT P. D'ANGELO, Notary Public, personally appeared MARIE R. DUNKESON, 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 on behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Vincent P. D'Angelo
Notary Public

