

### 2023-008186

Klamath County, Oregon

09/19/2023 03:12:01 PM

Fee: \$137.00

#### THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:				
Devon M. Whitlock and Katalina Hightower				
2407 7th St				
Malin, OR 97632				
Until a change is requested all tax statements shall be sent to the following address:  Devon M. Whitlock and Katalina Hightower				
2407 7th St				
Malin, OR 97632				
File No. 604981AM				

#### STATUTORY WARRANTY DEED

#### Robert L. Stimson and Gloria S. Stimson, as Tenants by the Entirety,

Grantor(s), hereby convey and warrant to

#### Devon M. Whitlock and Katalina Hightower, with right of survivorship,

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

The South 1/2 of Lots 21, 22, 23 and 24 in Block D, Railroad Addition to Malin, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The true and actual consideration for this conveyance is \$189,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2023-2024 Real Property Taxes, a lien not yet due and payable

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 195.301, 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.

State of North Dalcota } ss.  County of Lord Solutions on the state of Solution of State of Solution o		Dated this 15th day of September, 2003.
State of North Palcotae } ss.  County of Word  On this 15 day of September, 2023, before me, Choriae S. Stimson a Notary Public in and for said state, personally appeared Gloria S. Stimson known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact (Robert L. Stimson, and acknowledged to me that he/she/they subscribed the name of Robert L. Stimson as principal and his/her own name as Attorney-in-fact. For IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.  When the state of North Dalcotae Residing at: Ward Co	(	Mosia & Stimson for Robert L. Stimson as his Attorney in Fact
On this 15 day of September, 2023, before me, Choria S. Stimson known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact (Robert L. Stimson, and acknowledged to me that he/she/they subscribed the name of Robert L. Stimson as principal and his/her own name as Attorney-in-fact. For IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.  When the state of North Dollota Residing at: Ward co	7	Maria D. Alemian Gloria S. Stimson
		On this 15 day of September, 2023, before me, Choria S. Stimson a Notary Public in and for said state, personally appeared Gloria S. Stimson known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact Robert L. Stimson, and acknowledged to me that he/she/they subscribed the name of Robert L. Stimson as principal and his/her own name as Attorney-in-fact. For IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.  When State of North Dakota

MELISSA J. CRIDER FLOM Notary Public State of North Dakota My Commission Expires Jan. 5, 2026

## **ORIGINAL**

DURABLE POWER OF ATTORNEY
1. DESIGNATION OF AGENT. I, ROBERT L. STIMSON, of Riverside County, California, do hereby appoint GLORIA S. STIMSON as my attorney in fact (agent), to act for me in any lawful way with respect to the below initialed subjects. If GLORIA S. STIMSON is unable or unwilling for any reason to act, then I appoint SUSAN M. STIMSON my attorney in fact (agent).
2. STATEMENT OF AUTHORITY GRANTED.
[TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS. TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.
(A) Real property transactions.
(B) Tangible personal property ransactions.
(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. The agent is authorized to prepare and file all income and other federal

and state tax returns which the principal is required to file; to sign the principal's name; hire preparers and advisors and pay for their services; and to do whatever is necessary to protect the principal's assets from assessments for income taxes and other taxes for the years 1980 to 2035. The agent is specifically authorized to receive confidential information; to receive checks in payment of any refund of taxes, penalties, or interest; to execute waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of claims for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Internal Revenue Code section 7121 or any successor statute; and to delegate authority or substitute another representative concerning all above matters.

(N) ALL OF THE POWERS LISTED ABOVE.

#### [YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).]

#### SPECIAL INSTRUCTIONS:

X If my agent is my spouse, my agent shall have the power to act for me to amend any trust which I would have the power, as trustor, to amend.

ADDITIONAL INSTRUCTIONS:

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- 3. POWER OF ATTORNEY TO BE DURABLE. This power of attorney will continue to be effective even though I become incapacitated.
- 4. JOINT AGENTS. If I have designated more than one agent, the agents are to act (JOINTLY or SEVERALLY) <u>Severally</u>.
- 5. INDEMNIFICATION OF THIRD PARTY. I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.
- 6. NOMINATION OF CONSERVATOR OF THE ESTATE. If a conservator of the estate is to be appointed for me, I nominate the following person to serve as conservator of the estate: GLORIA S. STIMSON. If GLORIA S. STIMSON is unable or unwilling for any reason to act, I

#### I nominate SUSAN M. STIMSON.

#### DATE AND SIGNATURE OF PRINCIPAL

I sign my name to this Durable Power of Attorney on 7-25-03, 2003, at Riverside, California.

ROBERT L. STIMSON

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

#### STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of California that the person who signed or acknowledged this document is personally known to me (or proved to me on the basis of convincing evidence) to be the principal, that the principal signed or acknowledged this power of attorney in my presence, and that the principal appears to be of sound mind and under no duress, fraud, or undue influence.

duress, fraud, or undue influence.	
Worls h. Rouble	Living I Tobbel
Signature	Signature
Doyla L. Rooks Print Name	David M. Lybbet
Print Name	Print Name
Date 1435, 2003	Date: July 25, 2003
Residence Address:	Residence Address:
1511 W. Windson of	4145-94 St.
SANBERNARDINO, Ca	Riverside, A 92501

Property:

2407 7th St., Malin, OR 97632

Report No.:

604981AM

Escrow File No.:

604981AM

# INDEMNITY AGREEMENT (POWER OF ATTORNEY)

NOTE: THIS AGREEMENT IS REQUIRED WHEN A POWER OF ATTORNEY IS TO BE RELIED UPON IN THE INSURED TRANSACTION. THIS AGREEMENT WILL ONLY BE ACCEPTED IF NOTARIZED BY AN EMPLOYEE OF THE TITLE AGENCY ISSUING THE POLICY ON BEHALF OF OLD REPUBLIC TITLE NATIONAL TITLE INSURANCE COMPANY.

**NOTE:** With regard to paragraph 1(h) a power of attorney is void if the Principal and agent were married or registered domestic partners when the POA was executed but later divorced or terminated the partnership.

This Indemnity Agreement (Power of Attorney) ("Agreement") is made as of this day by ("Indemnitor") for the benefit of Old Republic National Title Insurance Company ("Old Republic") and Old Republic's limited agent (AmeriTitle) for the issuance of title insurance policies ("Agent").

#### FACTUAL CONTEXT:

- A. Indemnitor has been named as the attorney in fact or agent under that certain Power of Attorney dated July 25<sup>th</sup>, 2003 and executed by Robert L. Stimson as Principal(s) (the "Power of Attorney").
- B. Indemnitor desires to use the Power of Attorney to sign certain documents relating to the sale and/or encumbrance of the property described above (the "Property") and desires that Old Republic issue a policy or policies of title insurance in connection therewith in reliance thereon and without the signature of the Principal(s).
- C. In order to issue the policy or policies of title insurance, Old Republic and Agent have requested certain assurances from the Indemnitor.

#### REPRESENTATIONS AND AGREEMENT

- 1. Indemnitor hereby represents and warrants to Old Republic and Agent that:
  - a. I am the person named as the attorney in fact or agent in the Power of Attorney.
  - If I am acting as a successor attorney in fact, the following circumstances
     and facts occurred which entitle me to become the acting attorney in fact:

- c. To the best of my knowledge, the Principal(s) under the Power of Attorney is/are still alive.
- d. To the best of my knowledge, the Principal(s) was/were, at the time the Power of Attorney was executed, competent to sign the Power of Attorney and was/were not under any undue influence to sign the Power of Attorney.
- e. All events necessary to making the Power of Attorney effective have occurred.
- f. I do not have actual knowledge of the revocation, termination, limitation, or modification of the Power of Attorney or of my authority under the Power of Attorney.
- g. I do not have actual knowledge of the existence of other circumstances that would limit, modify, revoke, or terminate the Power of Attorney or my authority to take the proposed action that is the subject of the above-referenced file/order [NOTE: (a) a non-durable power of attorney terminates upon the disability or incompetency of the Principal; and (b) the bankruptcy of the Principal may terminate a power of attorney].
- h. (Initial one):

l was not married to, or was not the registered domestic partner of, the Principal at the time the Principal signed the Power of Attorney

I was married to, or was the registered domestic partner of, the Principal at the time the Principal signed the Power of Attorney and we continue to be married and/or registered domestic partners.

- i. With regard to the proposed action that is the subject of the abovereferenced file/order, I am acting in good faith pursuant to the authority given to me under the Power of Attorney.
- 2. I agree to indemnify, defend and hold Old Republic and Agent harmless from and against any and all claims, demands, damages, losses, liabilities and costs (including reasonable attorney's fees) that they may sustain as a result of issuing policies of title insurance based upon the above representations

I certify (or declare) under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct.

Date:

Signature:

Printed Name: Gloria S. Stimson				
State of: North Dalcota  County of: Ward  Legrify that I know or have satisfactory ex	vidence that larias Stimpson			
I certify that I know or have satisfactory evidence that lorias stringers is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.				
Dated: 9/15/23	Muss Graduler Signature			
	Notary			
	My appointment expires: Jan 5,2026			
Seal or Stamp	MELISSA J. CRIDER FLOM Notary Public Stafe of North Dakota My Commission Expires Jan. 5, 2026			