

2023-010715

Klamath County, Oregon



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12/14/2023 12:12:50 PM

Fee: \$127.00

Returned at Counter

Susan Foster

DURABLE POWER OF ATTORNEY

NOTICE TO THE PRINCIPAL: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY ALSO USE THIS FORM TO GRANT YOUR AGENT BROAD POWERS TO MAKE IMPORTANT DECISIONS REGARDING YOUR HEALTHCARE.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THE DIRECTIVES STATED IN THIS POWER OF ATTORNEY. YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY. PLEASE KEEP IN MIND THAT A COURT OF COMPETENT JURISDICTION CAN TAKE AWAY YOUR AGENT'S POWERS IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

SPECIFICALLY, YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS; MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST; ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THIS POWER OF ATTORNEY. IN REGARD TO HEALTHCARE DECISIONS, YOUR AGENT MAY NOT APPOINT ANYONE ELSE TO MAKE THOSE DECISIONS FOR YOU AND MUST ACT IN ACCORDANCE WITH YOUR WISHES AS YOUR EXPRESS THEM IN THIS POWER OF ATTORNEY OR IN YOUR ADVANCED HEALTHCARE DIRECTIVE.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO YOUR AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. YOU MAY ALSO CHOOSE TO GRANT YOUR AGENT THE AUTHORITY TO MAKE LIFE OR DEATH DECISIONS REGARDING YOUR CARE SHOULD YOU BECOME DISABLED OR INCAPACITATED. SO, BEFORE SIGNING THIS IMPORTANT DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY TO MAKE SURE YOU UNDERSTAND ITS IMPLICATIONS AND CONSEQUENCES.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU BEFORE YOU SIGN IT.

Rita Lorraine Childers

(Principal's Signature)

Rita Lorraine Childers

1836 Logan St

Klamath Falls, Oregon 97603

Aug 11 2023

(Date)

- Become my guardian if one is needed.

In exercising this power, I expect my Agent to be guided by my directions as we discussed them prior to this appointment and/or to be guided by my Advanced Healthcare Directive/Living Will.

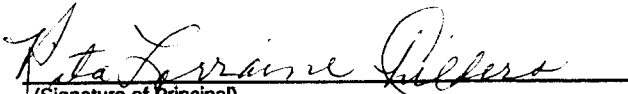
BE IT FURTHER KNOWN TO ALL, that any powers not specifically granted to the Agent herein shall be deemed to be beyond the scope of this Power of Attorney.

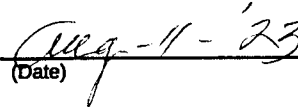
IN SO MUCH as my Agent carries out and abides by my wishes, s/he shall be entitled to reasonable compensation for any of his/her services provided as my Agent. In addition, my Agent shall be reimbursed for any and all reasonable expenses which may have been incurred in connection with the aforementioned Power of Attorney.


LASTLY, it is my wish that my Agent shall furnish and deliver a comprehensive report for any and all accounts controlled or any activities performed in accordance with federal and state laws, and in whatever manner as instructed or requested by me or any authorized personal Agent, governmental bureau or official organization which may be acting on my behalf.

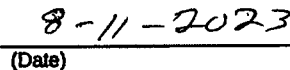
THEREFORE, this Durable Power of Attorney shall become effective upon the date first stated above or upon the occurrence of the conditions stated above. This instrument shall not be affected should I become disabled or be deemed mentally incompetent, except as may otherwise be provided or stipulated herein or by applicable laws. This Durable Power of Attorney shall remain in effect until my demise or until it is revoked by me through written notification to my Agent.

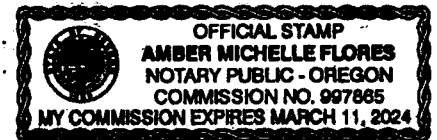
Dated 08/11/2023.

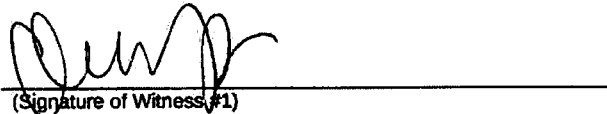

(Signature of Principal)
Rita Lorraine Childers

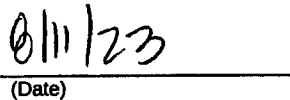

(Date)

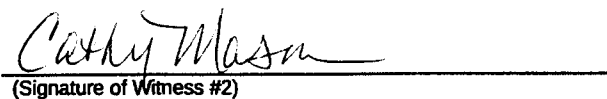

(Signature of Agent)
David Richard Foster

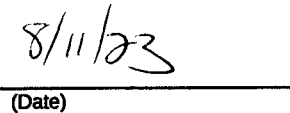

(Date)

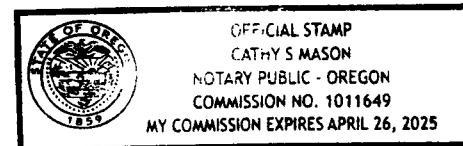



(Signature of Witness #1)


(Date)


(Signature of Witness #2)

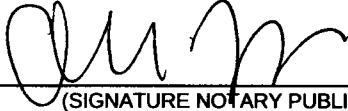

(Date)



STATE OF OREGON,

COUNTY OF ~~KLAMATH~~ Washington

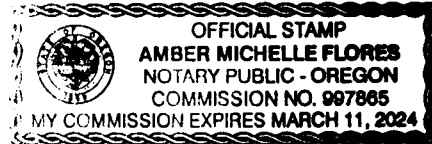
On 8/11/23 the aforementioned parties appeared before me, a Notary Public, for the above state and county, and all of them are known to me or provided photo identification and that such individuals executed the foregoing instrument in my presence, and being duly sworn, such individuals acknowledged that s/he executed said instrument for the purpose therein contained of his/her free will and voluntary act.



(SIGNATURE NOTARY PUBLIC)

My Commission expires:

3/11/24



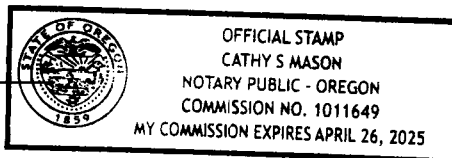
STATE OF OREGON,

COUNTY OF KLAMATH

On 8/11/23 the aforementioned parties appeared before me, a Notary Public, for the above state and county, and all of them are known to me or provided photo identification and that such individuals executed the foregoing instrument in my presence, and being duly sworn, such individuals acknowledged that s/he executed said instrument for the purpose therein contained of his/her free will and voluntary act.

Cathy S Mason

(SIGNATURE NOTARY PUBLIC)



My Commission expires: April 26, 2025

WITNESS VERIFICATION

Rita Lorraine Childers, on the above-mentioned date, acknowledges and declares that s/he appointed David Richard Foster, in our presence, to be his/her Agent as stated in this Power of Attorney. We, the below listed witnesses, in his/her presence and at his/her request, and in the presence of each other, verify and confirm the same and hereby sign our names as attesting witnesses.

[Signature]
(Signature of Witness #1)

8/11/23
(Date)

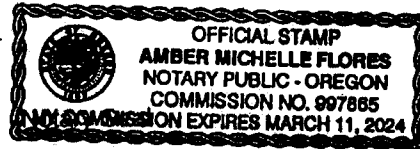
[Signature]
(Signature of Witness #2)

8-11-23
(Date)

SIGNATURE OF NOTARY PUBLIC

Signed (or subscribed or attested) before me on 8/11/23 (date) by
Amber Flores
(Witness #1)

[Signature]
Notary Signature

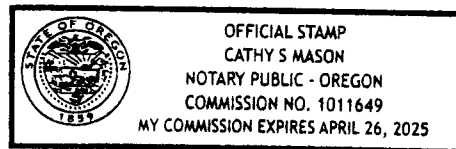


SIGNATURE OF NOTARY PUBLIC

Signed (or subscribed or attested) before me on Aug 11, 2023 (date) by
Cathy Mason
(Witness #2)

[Signature]
Notary Signature

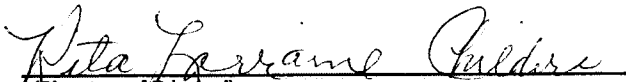
Notary Seal



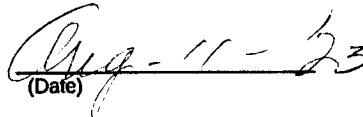
NOTICE TO PRINCIPAL REGARDING INDIVIDUAL EXECUTING POWER OF ATTORNEY

The implementation of a Power of Attorney is an important legal document, and should not be undertaken lightly. With the signing of the Durable Power of Attorney, you are hereby authorizing another individual to act on your behalf. There are significant facts that you should be aware of and familiar with prior to you signing the aforementioned Power of Attorney.

- Your appointed Agent (the Attorney-in-Fact) shall have no obligation to perform unless both you and your Agent shall agree otherwise in writing.
- The above Durable Power of Attorney may provide your Agent with the authority to administer, dispense with, trade, sell and transfer your real and personal property, as well as the option to use said property as security should your Agent borrow money on your behalf, unless otherwise provided in writing within this Durable Power of Attorney.
- As your Agent, s/he shall have the right to receive reasonable compensation for any and all functions, activities and services provided and/or contained within the aforementioned Power of Attorney unless you provide otherwise within this instrument.
- Please note that any power you convey to your Agent shall continue to endure your entire lifetime, unless a shorter duration of time is stipulated or should you otherwise terminate your authorized Durable Power of Attorney.
- The powers provided to the Agent within the aforementioned Power of Attorney shall continue to exist even if you should become mentally or physically incapacitated and thus unable to make decisions with regards to the management of assets, finances, and property (real and personal), unless otherwise stipulated within said Durable Power of Attorney.
- Changes or corrections to any of the terms contained within the aforementioned Power of Attorney can be made only by the execution of a new Power of Attorney, or through the execution of an amendment by way of the same formalities as the original. The Principal of the Durable Power of Attorney shall maintain the right to change, revoke and/or terminate this agreement at any time as long as said Principal is deemed competent.
- The aforementioned Power of Attorney must be dated and acknowledged before a notary public and signed by two (2) witnesses. Witnesses to the aforementioned Power of Attorney must be deemed mentally competent and will also be required to witness the principal's signing of the Power of Attorney and/or the principal's signing/acknowledgment of his/her signature. Any legal document or instrument that could affect a principal's real property should be acknowledged before a notary public for ease of recording.
- A Power of Attorney should be reviewed and read carefully prior to signing. Once the instrument becomes effective, said Durable Power of Attorney shall provide your Agent the power and authority to manage any and all property you now own or may acquire in the future. A Durable Power of Attorney is an important instrument/document, and as such, should you not understand any item or provision contained therein, you should seek the assistance of an attorney or qualified individual to advise you accordingly.



(Signature of Principal)
Rita Lorraine Childers
1836 Logan St
Klamath Falls, Oregon 97603



(Date)

BE IT KNOWN TO ALL, that I, **RITA LORRAINE CHILDERS**, being of the age of consent of eighteen (18) years or older and currently residing at 1836 Logan St, Klamath Falls, in the County of Klamath located within the State of Oregon and whose zip code is 97603, do hereby designate, establish and appoint **DAVID RICHARD FOSTER**, as my official Attorney-in-Fact ("Agent") to act in my name and stead as of 08/11/2023.

BE IT FURTHER KNOWN TO ALL, that it is my intention that this Durable Power of Attorney, shall not be affected by my subsequent incapacity, incompetency or disability.

BE IT FURTHER KNOWN TO ALL, that I do hereby revoke and/or rescind any "General Power of Attorney" signed by me that was previously in effect. **HOWEVER**, this does not revoke nor invalidate any Advance Health Care Directive or Living Will previously signed by me.

BE IT FURTHER KNOWN TO ALL, that the appointed Agent to this Durable Power of Attorney does not have the right to transfer nor convey any of my property, now owned or later acquired, to himself or herself, the Agent's family member or any associate without full and adequate consideration, nor accept a gift of said property unless otherwise stipulated within this Durable Power of Attorney. In the event that the designated Agent should transfer any of my Property to his/herself without precise detailed written authorization contained within the Durable Power of Attorney, the Agent could be prosecuted, to the fullest extent allowable by law, for fraud and/or embezzlement. Moreover, should it be determined that I was or am 65 years of age or older at the time said property was illegally transferred to the Agent without precise detailed written authority, the Agent could also be prosecuted pursuant to and in accordance with the federal and/or state Elder Abuse Laws of Oregon Rev. Statutes § 163.205. In addition to criminal prosecution, the Agent may also be sued in civil court.

BE IT FURTHER KNOWN TO ALL, that my Agent shall not be held liable, in any manner or aspect, for any loss which may result from any judgment error made in good faith while performing duties on my behalf. However, my Agent could be held and shall be held liable for any "willful misconduct or failure to act in good faith" in the performance of his/her fiduciary responsibilities as my Agent in accordance with this Durable Power of Attorney. I also hereby authorize my designated Agent to indemnify and hold harmless any third party who accepts and acts under this instrument.

BE IT FURTHER KNOWN TO ALL, that the Agent shall have complete authority to manage and conduct all my affairs, as stated below and to exercise all of my legal rights and powers, including any and all rights and powers that I may acquire in the future regarding the categories herein.

ACCORDINGLY, it is my wish that my Agent shall have full power and authority to act on my behalf with respect to the following subjects:

My Agent's powers shall include the authority to:

- Handle and manage any form of bank accounts that are in my name (i.e. opening; closing; transfers etc.) that include, but is not limited to, checking, savings, money market accounts, certificate of deposit and/or individual retirement accounts and any other comparable or related accounts with any financial institution. The aforementioned Agent may conduct and/or perform any manner of transactions as follows:
 - The administration of financial business and transactions with any banking or financial institution in relation to all my accounts, with regards to making deposits and withdrawals, obtaining and receiving bank statements, money orders, certified checks, drafts, passbooks, and certificates or vouchers payable to me by any individual, professional practice, business or political entity.
 - Execute steps deemed necessary to make deposits, exchange, convert, sell or transfer any bank note, monies or securities of the U.S.A.
 - The Agent shall be granted full access to any safe deposit box, as well as any contents therein.
 - The Agent shall have full authority to handle and manage (add, delete, and/or change) any and all beneficiaries with regards to any financial accounts currently within my possession which may include, but is not limited to, any insurance policies, annuities, retirement accounts, savings/checking accounts or other investments.
- The Agent shall be authorized to manage, dispose of by selling or exchanging, acquire by purchasing, investing or reinvesting any assets or property (real or personal) currently owned by me or that which I may own in the future. Assets or property may include, but not limited to, income producing or non-income producing property and/or

assets.

- The Agent has the power authority to purchase and/or maintain any insurance, including insurance on my life or any annuity on my behalf.
- The Agent shall have the power and authority to initiate, handle or manage any and all legal means deemed necessary on my behalf to ensure the collection of any debt or money owed to me or my estate, as well as to resolve and/or reconcile any outstanding claim, despite whether the claim may be against me or on my behalf against any individual or entity.
- The Agent shall have the power and authority to manage and make arrangements in an effort to provide for the support and protection of myself, any current spouse or any minor children, and to ensure any and all support obligations are met (e.g. food, medical, schooling, housing, transportation, travel etc.).
- The Agent shall have the power and authority to conduct or perform any function with regards to any real estate or property currently under my ownership or any which may be later acquired, including but not limited to, the managing, leasing, transferring, repairing, improving, insuring, and/or selling on my behalf. In addition, the Agent shall have the power and authority to sell or encumber any homestead which I may now own or may later acquire.
- The Agent shall have the power and authority to prepare, or to have prepared, sign and file any and all necessary documents with the appropriate governmental organizations or bureaus, which may include, but is not limited to the following authorized items:
 - Right to prepare, sign and file federal income, state, local tax returns or any other tax-related documents required by a governmental entity;
 - Right to obtain any necessary information or documents from any government bureau, and then to negotiate, concede and/or settle any matter with said government or bureau (including tax matters);
 - Right to prepare, or to have prepared, any application, convey information, and/or execute any other function rationally requested by any government organization or bureau with regards to any governmental benefits that would include, but not be limited to, social security, medical or military benefits. In addition, the Agent may appoint someone to perform the function of "Payee" to receive Social Security payments and benefits on my behalf.
- The Agent shall have full power to make all decisions for me about my healthcare, including the power to direct the withholding or withdrawal of life-prolonging treatment, including artificially supplied nutrition and hydration/tube feeding. My agent is specifically authorized to:
 - Consent, refuse, or withdraw consent to any care, procedure, treatment, or service to diagnose, treat, or maintain a physical or mental condition, including artificial nutrition and hydration;
 - Permit, refuse, or withdraw permission to participate in federally regulated research related to my condition or disorder;
 - Make all necessary arrangements for any hospital, psychiatric treatment facility, hospice, nursing home, or other healthcare organization and, employ or discharge healthcare personnel (any person who is authorized or permitted by the laws of the state to provide healthcare services) as he or she shall deem necessary for my physical, mental, or emotional wellbeing;
 - Request, receive, review, and authorize sending any information regarding my physical or mental health, or my personal affairs, including medical and hospital records and execute any releases that may be required to obtain such information;
 - Move me into or out of any State or institution;
 - Take legal action, if needed;
 - Make decisions about autopsy, tissue and organ donation, and the disposition of my body in conformity with state law or my desires as expressed in other legally-binding documents; and

NOTICE TO AGENT REGARDING INDIVIDUAL ACCEPTING APPOINTMENT AS ATTORNEY-IN-FACT

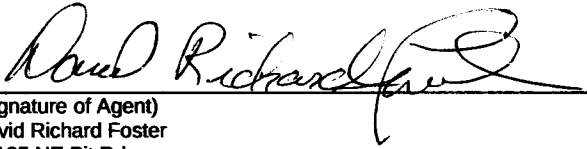
By your acceptance of or the agreement to act as the Agent (Attorney-in-Fact) with regards to the aforementioned Power of Attorney, you undertake the fiduciary and other legal duties and/or responsibilities of an Agent. These duties/responsibilities include:

- The Agent shall have the fiduciary and legal duty to act solely in the interest of the principal; with faithfulness, devotion, trustworthiness, dependability, care, competence and/or diligence as required to avoid any misunderstandings or conflicts of interest.
- The Agent shall have the fiduciary and legal duty to maintain and to keep account of any and all transactions, dealings and communications that transpired on behalf of the Principal named in the Durable Power of Attorney. Such transaction records shall include, but are not limited to, receipts for purchases, sales, transfers and deposits, disbursements, collection of money owed, payment of bills or liabilities to or for the principal, and any other dealings or transactions with regards to any of the principal's assets or liabilities.
- In the event that the principal should appoint a separate Health Care Agent to administer any health care decisions, the Agent to this Durable Power of Attorney shall cooperate fully with the principal's duly appointed Health Care Agent in making decisions pursuant with the principal's desires/wishes or that which is deemed in the best interest of the principal.
- The Agent shall have the fiduciary and legal duty related to maintain and uphold any estate plan that the principal may have in effect, if any.
- The Agent shall have the fiduciary and legal duty to preserve the principal's property separate and well-defined from any other property that the Agent may have under his/her power and possession.
- The Agent shall have the fiduciary and legal duty to cease and/or terminate actions as Agent (Attorney-in-Fact) related to the aforementioned Durable Power of Attorney upon the occurrence of any of the following items:
 - The Principal's demise;
 - The cancellation or revocation of aforementioned Durable Power of Attorney;
 - The onset of any date which may be contained within the stipulated Durable Power of Attorney, stating or stipulating a date terminating the Durable Power of Attorney, if any; or
 - No additional action required under the Durable Power of Attorney.
- In the event that the Agent (Attorney-in-Fact) is the spouse of the principal, said Durable Power of Attorney shall be terminated upon legal separation or dissolution of the marriage.
- At any time should the Agent willfully violate, misuse, exploit, mishandle or abuse the power or authority conveyed or granted under this Durable Power of Attorney, you, as the Agent, may be held accountable, responsible and/or liable for any said intentional actions pursuant to federal and state laws governing this Durable Power of Attorney.
- In addition, as the Agent (Attorney-in-Fact), you shall have the right to pursue and obtain legal advice should you not understand any stipulated duties and responsibilities as Agent or any provisions contained within the Durable Power of Attorney.

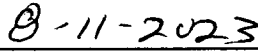
As the appointed Agent to the Durable Power of Attorney, as stipulated within the aforementioned instrument, you do not have the right to transfer nor convey any of the principal's property, now owned or later acquired, to yourself, family member or any associate without full and adequate consideration nor accept a gift of the principal's property unless otherwise stipulated within the aforementioned Durable Power of Attorney. In the event that the designated Agent should transfer any of the principal's property to his/herself without precise detailed written authorization contained with the Durable Power of Attorney, the Agent could be prosecuted, to the fullest extent allowable by law, for fraud and/or embezzlement. Should it be determined that the principal was or is 65 years of age or older at the time said property was illegally transferred to the Agent without precise detailed written authority, the Agent could be prosecuted pursuant to and in accordance with the federal and/or state Elder Abuse Laws of Oregon Rev. Statutes § 163.205. In addition to criminal prosecution, the Agent may be sued in civil court as well.

THEREFORE, I hereby acknowledge that I have read the foregoing notice and that I understand all contained fiduciary and legal duties and responsibilities that I hereby assume by action of signing as the Agent (Attorney-in-Fact) in accordance with

the terms and conditions contained within the Durable Power of Attorney.

A handwritten signature in black ink, appearing to read "David Richard Foster", written over a horizontal line.

(Signature of Agent)
David Richard Foster
16125 NE Pit Rd
Hillsboro, Oregon 97123
503-504-9307

A handwritten date "8-11-2023" in black ink, written over a horizontal line.

(Date)