

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by:



Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: 621908AM

Please print or type information.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) & 205.238:

Name: Judith Cherry
1030 Scott Dr. Unit C2
Prescott, AZ 86301

2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Durable General Power of Attorney

3. DIRECT PARTY / GRANTOR Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name: Michael Cherry
Grantor Name: _____

4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name: Daniel A. Cherry
Grantee Name: _____

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:

**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:**

Name: NO CHANGE
Address: _____
City, ST Zip: _____

6. TRUE AND ACTUAL CONSIDERATION – Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$ 0

7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)

Tax Acct. No.: N/A

**DURABLE GENERAL POWER OF ATTORNEY
EFFECTIVE IMMEDIATELY**

ARTICLE ONE.

Grant of powers

I, the undersigned principal, Michael Cherry, residing in Yavapai County, Arizona, hereby appoint Daniel A. Cherry, hereinafter referred to as the Agent, as my attorney in fact, hereby granting the Agent full power and authority, as though the Agent were the absolute owner of my assets and liabilities, to perform any and all acts for me and in my name, place and stead (except as expressly provided to the contrary herein) as fully as I could perform if personally present and not disabled, incapacitated, or incompetent, including (but not limited in any way by the following specific grants) the power and authority:

1. Power to Buy and Sell

To transfer, sell, purchase, lease, encumber, assign, exchange and convey, or exercise any option, election, privilege or power with respect to any or all property, real and personal, tangible and intangible, within or without the State of Arizona, as the Agent in his sole discretion determines, and to disclaim any interest in any property to which I would otherwise succeed.

2. Power with Respect to Bank Accounts

To establish accounts of all kinds, including, without limitation, checking and savings accounts, for me with financial institutions of any kind, including bank and thrift institutions; to modify, terminate, make deposits to or write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory (except any accounts held by me in a fiduciary capacity) whether or not such account was established by me or for me by the Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.

3. Power with Respect to Safe Deposit Boxes

To contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by the Agent in my name; to add to and remove from the contents of any such safe deposit box and to terminate any and all contracts for such boxes.

4. Power to Demand and Receive

To ask, demand, sue for and receive all sums of money which are or shall become due, owing or payable to me, or which belong or shall belong to me, whether social security benefits, pension payments, individual retirement accounts, dividends, interests, annuities, debts, or any other receivables, and to use all lawful ways and means in my name for the recovery thereof.

5. Brokerage Accounts

With respect to any account with any brokerage firm:

- (a) to buy, sell, exchange, receive and deliver securities or commodities and/or contracts for commodities or securities, and to order their receipt from and deliver to others, in accordance with such firm's terms and conditions;
- (b) to receive and make payments for my account and to order payments to, and the receipt of payments from, others for my account; and
- (c) to receive, approve and confirm any and all notices and demands of every nature intended for the Principal, I hereby consent to the supervision by such firm of any or all transactions with respect to my account, but neither this consent nor any act of supervision by such firm shall obligate it to, or imply that it should, supervise each and every transaction.

6. Employ Consultants

To employ, compensate and terminate the services of financial, investment and legal advisors and consultants.

7. Power to Create, Fund, Amend and Terminate Trust

To execute a revocable trust agreement with such trustee or trustees as the Agent shall select, which trust shall provide that all income and principal shall be paid to me, to some person for my benefit or applied for my benefit in such amounts as I or the Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall, in the Agent's sole discretion, either be paid to my personal representative or shall be distributed consistent with the previously existing dispositive provisions of my Will, and that the trust may be revoked or amended by me or the Agent at any time and from time to time; provided, however, that any amendment by the Agent must be such that by law or under the provisions of this instrument such amendment could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter; and for the purpose of funding any trust, to enter and remove any of my

cash or property from any safe deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons).

8. Power with Respect to Insurance

To purchase, maintain, surrender, collect or cancel

- (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest,
- (b) liability insurance protecting me and my estate against third party claims,
- (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and
- (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses; and the foregoing powers shall apply to private and public plans, including, without limitation, Medicare, Medicaid, and Workers' Compensation.

9. Power to Make Gifts or Consent to Gift-Splitting

To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness) to such person or persons or organizations as the Agent shall select and to consent to the splitting of gifts with the Principal's spouse.

10. Power to Provide for Principal's Support

To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be.

11. Power with Respect to Taxes

To represent me in any proceeding between me and the Treasury Department of the United States Government or any federal or state governmental authorities

relative to my income, gift, estate or other tax liability for all years, granting unto my agent full power in my name and on my behalf to appear before proper officials of the Treasury Department or any other federal or state government officials; to adjust, settle, compromise or otherwise dispose of all questions relative to any of the said tax liability; to receive copies of my tax returns and any papers, letters or other communications concerning any and all of said tax liabilities; to sign any waivers of the statute of limitations or any other waivers; to sign closing agreements for final determination of tax liability; to prepare, sign, and file with any and all governmental authorities tax returns or other returns, requests for rulings and determinations, protests, appeals, consents and other documents; to execute and file refund claims or any other claims; to receive, to endorse and collect, checks in settlement of any refund; to execute and file petitions to the Tax Court of the United States and all other papers in connection with such proceedings; to substitute in the place and stead of my Agent, any other agent or agents and to appoint associate agents;

12. Powers Similar to Guardian and Conservator

To do anything which the Agent could do under the laws of the State of Arizona as if the Agent were appointed as the guardian of my person or as the conservator of my estate, including the power to provide for my support, maintenance, health, housing and emergencies.

13. No General Power of Appointment

Nothing in this instrument shall be construed as creating in the Agent a general power of appointment exercisable in his own behalf, or for the benefit of the estate, creditors, or creditors of the estate of the Agent.

ARTICLE TWO
Effective dates of authority

This power shall become effective as of the date I sign this document and shall not be affected by my disability, incapacity or incompetency or any uncertainty as to whether I am dead or alive.

ARTICLE THREE
Limitations upon authority of agent

The Agent shall not have any power to amend, alter, or revoke any will, codicil, or employment benefit plan beneficiary designation.

ARTICLE FOUR
Revocation of prior powers of attorney

I hereby revoke all powers of attorney, whether general or limited, previously granted by me as principal and terminate all agency relationships created thereunder, including, without limitation, those relationships of all successor agents named therein, if any, except any powers granted by me on forms provided by financial institutions granting the right to write checks or deposit funds to or withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box shall not be hereby revoked but shall continue to be in full force and effect.

ARTICLE FIVE
Ratification

I hereby ratify and approve any act or failure to act of the Agent in good faith and any such act done by the Agent at any time, including but not limited to, any act done at any time at which I am disabled, incompetent or incapacitated or at any time at which there is uncertainty as to whether I am dead or alive, shall, unless otherwise invalid or unenforceable, have the same effect and bind me, my guardian, heirs, distributees, legatees, devisees, assignees, and personal representatives to the same extent as if I had been alive and not disabled, incapacitated, or incompetent at the time of such act.

ARTICLE SIX
Protection for agent

The Agent shall have no liability to any person whatsoever, including my personal representative, for any action taken in good faith by the Agent in his capacity as such, for any good faith failure to act in such capacity, or for any action taken or not taken by me at any time when I am either competent or incompetent, unless a court of competent jurisdiction finds the Agent has committed gross negligence or fraud.

ARTICLE SEVEN
Protection for third parties relying on agent's exercise of power

Any person or entity acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby, nor shall the fact that time has elapsed since its execution prevent such persons or entity from reasonably relying on this instrument. Persons and entities shall place reasonable reliance on this power of attorney regardless of whether it has been filed for record and may request the issuance of

an affidavit by the Agent on which the third party may rely.

ARTICLE EIGHT
Nomination of guardian and conservator

While I hope that by executing this instrument I will have obviated the need for a guardianship and conservatorship of my person and of my estate, if it should become necessary for a guardian or conservator to be appointed for my person or for my estate, I name the Agent to so serve.

ARTICLE NINE
Revocation


My death shall revoke this power of attorney upon actual knowledge of my death being received by the Agent. In addition, this power shall be subject to revocation by me at any time, but no such revocation shall be effective until written notice thereof has been received by the Agent.

If the Agent receives such a revocation but questions whether I am competent to revoke this power, the Agent shall immediately request me in writing to provide such Agent with a written certificate signed by my then acting personal physician to the effect that I am able to manage my own affairs; only until the Agent is provided with such a certificate may such Agent continue to act pursuant to this power. In addition to the requirements set forth herein for revocation of this power, if this power has been recorded, no written revocation of this power shall be effective until written notice of revocation has been recorded in the county and state where the power was originally recorded.

ARTICLE TEN
Governing law

The laws of the State of Arizona shall govern this power of attorney in all respects.

Dated this 19 day of September, 2019.



Michael Cherry, Principal

State of Arizona)
) ss.
County of Yavapai)



Before me, the undersigned notary public, personally appeared Michael Cherry, known to me to be the individual described in the foregoing power of attorney as Principal, who duly acknowledged to me that he executed such power of attorney in such capacity as his free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I hereby set my hand and official seal this 19 day of September, 2019.

Micki M. Johnson
Notary public
My commission expires:
6-19-2022

Acceptance By AGENT

The undersigned, who has been designated as Agent in the foregoing Power of Attorney, hereby accepts appointment as such Agent, subject to the terms and conditions of such Power of Attorney.

Dated this 19 day of September, 2019.

D.A.C.
Daniel A. Cherry, Agent
Agent's Mailing Address:
2219 W Tonto Ridge Rd
Prescott, Arizona 86305

State of Arizona)
) ss.
County of Yavapai)



Before me, the undersigned Notary Public, personally appeared Daniel A. Cherry, known to me to be the individual described in the foregoing Power of Attorney as Agent, who duly acknowledged to me that he executed such acceptance by agent in such capacity as his free and voluntary act for the purposes therein stated.

In witness whereof, I hereby set my hand and official seal this 19 day of September, 2019.

Micki M. Johnson
Notary public
My commission expires: 6-19-2022