

2024-001575

Klamath County, Oregon

02/29/2024 11:33:02 AM

Fee: \$132.00

**RECORDING COVER SHEET (Please Print or Type)** this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

**AFTER RECORDING RETURN TO:**

Brett S. Carson

Carson & Baker

2035 NE 42nd Avenue

Portland, OR 97213

**SEND TAX STATEMENTS TO:**

Anton R. Zeller, Jr., Trustee of the

Jean E. Nelson Family Trust

507 SE 104th Avenue

Vancouver, WA 98664

THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE

**TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

General Power of Attorney

**DIRECT PARTY(S) -- (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS; Creditor/Plaintiff)**

ORS 205.125(1) (b) and 205.160

Anton R. Zeller, Jr., Conservator for Jean E. Nelson

**INDIRECT PARTY(S) -- (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)**

ORS 205.125(1) (a) and 205.160

Anton R. Zeller, Jr., Trustee, or the Successor Trustee of the Jean E. Nelson Family Trust dated September 1, 2023

**TRUE AND ACTUAL CONSIDERATION-- (Amount in dollars or other) ORS 93.030(5)**

\$ -0-

**JUDGMENT AMOUNT-- (obligation imposed by the order or warrant) ORS 205.125(1) (c)**

\$

If this instrument is being Re-Recorded, complete the following statement, in accordance with

ORS 205.244:

"RERECORDED AT THE REQUEST OF

TO CORRECT

PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER

## GENERAL POWER OF ATTORNEY

I, PATRICK W. HENRY, Circuit Court Judge for the County of Multnomah and State of Oregon (the "Court"), acting in accordance with the authority set forth in an Order creating and funding a Revocable Trust and establishing a Power of Attorney, entered into by this Court on the 24<sup>th</sup> day of May, 2023, Multnomah County Circuit Case No. 17PR01466 (the "Limited Judgment") designate ANTON R. ZELLER, JR. (subsequently called "Agent") to act on behalf of and for the benefit of JEAN E. NELSON, a financially incapable person (subsequently referred to as the "Principal"). The Agent has full power and authority to do everything necessary in exercising any of the powers herein granted as fully as the Principal might or could do if personally present and fully competent, with full power of substitution and revocation, hereby ratifying and confirming all that the Principal's Agent shall lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

**1. Support.** Make expenditures for Principal's health, education, support, maintenance, and general welfare.

**1(a). Health Information.** While Agent is acting under this Power of Attorney, Agent shall have the right to receive, review, and consent to the disclosure of Principal's medical records. Principal expressly waives any physician-patient privilege or other privilege which otherwise would protect Principal against the disclosure of confidential information. In addition, despite Principal's privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), Principal specifically authorizes any health care professional or facility to disclose all health information about Principal to Agent. Principal designates Agent as Principal's personal representative for purposes of HIPAA.

**1(b). Assistance in Principal's Home.** In the event that Principal requires long-term care, make expenditures for care and services which Principal may need in order to remain in Principal's own home. This power includes the authority to pay for the services of Agent, family members, and friends who provide in-home care or services for Principal or who arrange for or manage care and services for Principal.

**1(c). Long-Term Care Outside Principal's Home.** Make expenditures to contract and pay for long-term care outside Principal's home if Agent determines that Principal cannot receive the services Principal needs in Principal's home.

**1(d). Disability and Long-Term Care Insurance.** At Agent's sole discretion, purchase, pay the premiums for, and collect the proceeds of disability or long-term care insurance and apply those proceeds for Principal's benefit. This power shall not be construed to impose any obligation on either Principal or Agent to maintain disability or long-term care insurance for Principal's benefit.

**1(e). Pets.** Provide or arrange for Principal's pets' housing, support, and maintenance, including proper veterinary care and treatment, in the event that Principal becomes unable to care for Principal's pets. Agent also may make end-of-life decisions for Principal's pets, including euthanasia, after considering their quality of life, pain and suffering, and chances of meaningful recovery. If Principal has executed a will or trust providing for the care of Principal's pets, that instrument's provisions shall prevail over the provisions of this paragraph.

**2. Manage and Dispose of Assets.** Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of Principal's real or personal property or any interest in property, in any manner and on any terms Agent considers to be in Principal's best interests.

**2(a). Real Estate.** Principal specifically authorizes Agent to take all actions as to any real estate (as defined in ORS 696.010) that Principal now owns or that is later acquired by Principal or on Principal's behalf, including but not limited to the following real property:

3025 NE 102nd Avenue, Portland , OR 97220

1950 NE 137th Avenue, Portland, OR 97230

3621 NE 139th Avenue, Portland, OR 97230

5706 NE 35th Place, Portland, OR 97211

6805 NE Multnomah Street, Portland, OR 97213

9436 NE Prescott Street, Portland, OR 97220

139920 Bearskin Road, Crescent Lake, OR 97733

140131 Pine Creek Loop, Crescent, OR 97733 (1/3 interest)

**2(b). No Professional Real Estate Activity.** Agent shall not use this Power of Attorney to engage in professional real estate activity (as defined in ORS 696.010) and shall not receive any compensation for activities that could constitute engaging in professional real estate activity.

**3. Checks and Notes.** Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity.

**4. Financial Institutions.** Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in Principal's name alone or in Principal's name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

**5. Investments and Securities Transactions.** Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold Principal's securities in the name of Agent's nominee or in unregistered form.

6. **Annuity Contracts.** Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any annuity contract. Any receipt, release, or other instrument executed by Agent in connection with any annuity contract shall be binding and conclusive upon all persons.

7. **Business Interests.** Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by Principal, either alone or with any other person or persons.

8. **Voting.** Appear and vote for Principal in person or by proxy at any meeting of a corporation, limited liability company, partnership or any other business entity in which Principal has an interest.

9. **U.S. Treasury Bonds.** Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. **Retirement Plans.** Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps Principal might take with respect to IRA accounts and other retirement plans.

11. **Credit Cards.** Cancel or continue Principal's credit cards and charge accounts, use Principal's credit cards to make purchases, and sign charge slips on Principal's behalf.

12. **Collections.** Demand and collect any money or property owed to Principal and give a receipt or discharge for the money or property collected.

13. **Debts.** Pay Principal's debts and other obligations.

14. **Litigation.** Sue upon, defend, compromise, or submit to arbitration any controversies in which Principal may be interested; and act in Principal's name in connection with any complaint, proceeding, or suit.

15. **Borrowing.** Borrow in any manner and on any terms Agent considers to be in Principal's best interests (including borrowing from Agent's own funds), and give security for repayment.

16. **Lending.** Lend funds to any person (other than Principal's Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

17. **Taxes and Assessments.** Do the following with respect to any year through and including the year of Principal's death: pay any tax or assessment; appear for and represent Principal, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to Principal's tax liability; make any elections available under federal or

state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

**18. Government Benefits.** Perform any act necessary or desirable (including acting as representative payee) in order for Principal to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with Principal's existing estate plan to the extent reasonably possible.

**19. Disclaimer.** Disclaim any property, interest in property, or power to which Principal may be entitled, except where an interest passes to Agent as a result of the disclaimer; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on Principal's existing estate plan.

**20. Elective Share Rights.** Exercise any right to claim an elective share in any estate or under any will.

**21. Fiduciary Positions.** Resign from or renounce on Principal's behalf fiduciary positions, including personal representative, trustee, Conservator, Guardian, attorney-in-fact, and officer or director of a corporation; and discharge Principal from further responsibility by filing accountings with a court or settling by formal or informal methods.

**22. Safe Deposit Box.** Have access to and make deposits to or withdrawals of any and all items and/or documents from Principal's safe deposit box whether rented in Principal's name, the name of the JEAN E. NELSON FAMILY TRUST, or jointly with any other person.

**23. Digital Assets.** Agent may take any action (including, without limitation, assuming or amending a terms-of-service agreement or other governing instrument) with respect to Principal's Digital Assets, Digital Devices or Digital Accounts (defined below) as Agent deems appropriate, and as permitted under applicable state and federal law. Agent may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to Principal's Digital Assets, Digital Devices or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to any service provider to divulge the contents of any communication or record under The Stored Communications Act (currently codified as 18 U.S.C. §2701 *et seq.*), the Computer Fraud and Abuse Act (currently codified as 18 U.S.C. §1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud, to the extent such lawful consent may be required. Agent is an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this Section is intended to provide Agent with full authority to access and manage Principal's Digital Assets, Digital Devices or Digital Accounts, to the maximum extent permitted under applicable state and federal law and

shall not limit any authority granted to Agent under such laws. The following definitions and descriptions apply under this Power of Attorney to the authority of the Agent with respect to Principal's Digital Assets and Digital Accounts:

**23(a).** "Digital Assets" means any electronic record that is defined as a Digital Asset under the Oregon Revised Uniform Fiduciary Access to Digital Assets Act, together with any and all files created, generated, sent, communicated, shared, received, or stored on the internet or on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received or stored (which underlying physical device is not a Digital Asset for purposes of this Power of Attorney).

**23(a)(1).** Digital Assets include Principal's sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

**23(a)(2).** Principal's Digital Assets may be stored in the cloud or on Principal's own digital devices. Principal's Trustee may access, use, and control Principal's Digital Devices in order to access, modify, control, archive, transfer, and delete Principal's Digital Assets - this power is essential for access to Principal's Digital Assets that are only accessible through Principal's Digital Devices.

**23(b).** A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops.

**23(c).** "Digital Account" means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device.

**23(d).** For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts include email and email accounts, social network content accounts, social media content and accounts, text, documents, digital photographs, digital videos, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, health insurance records and accounts, health care records and accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs and other online accounts which currently exist or may exist as technology develops, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts.

**24. Intellectual Property, License Rights.** To take possession of, access, administer, operate, maintain, modify, preserve, copy, delete, destroy, close or otherwise control any and all of Principal's intellectual property, license rights, domain names, user names, email addresses, or other

data, information or content which Principal may own and possess directly or by Principal's use of user accounts, electronic access, postings or otherwise through the terms of use of a third party provider, social media or other such internet website or electronic medium.

**25. Mail.** Redirect Principal's mail.

**26. Custody of Documents.** Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.

**27. Employees and Advisors.** Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to Principal or for Principal's benefit.

**28. Waiver of Privileges.** Waive any attorney-client or other professional privilege which would otherwise protect Principal against the disclosure of confidential information, in order to obtain information from the professional.

**29. Compensation of Agent.** Compensate Agent for the reasonable value of Agent's financial management services while acting under this Power of Attorney.

**30. Accounting.** Agent shall be required, at Trust Protector's request and/or any successor Agent's request, to furnish an accounting within a reasonable period after time receiving such a request. During any period that a Conservator is appointed for Principal, Agent shall account to the Conservator rather than to Principal.

**31. Trust.** Agent shall have the power and the right to perform all and every act and thing necessary to manage the assets of the JEAN E. NELSON FAMILY TRUST dated September 1, 2023, created pursuant to the Limited Judgment entered in connection with Multnomah County Circuit Case No. 17PR01466, as may be further amended, including, but not limited to, the power to execute and deliver deeds, stock and bond powers, assignments and notes, mortgages, patents, contracts, deeds of trust, covenants, royalties, indentures and agreements, and perform all and every act in connection with all of the assets of the trust including, but not limited to checking accounts, saving accounts, credit union accounts, life insurance policies, time certificates of deposit, stock, bonds, real property and any other assets, properties, rights or things of value necessary for the administration and management of said trust and to perform all and every act and thing whatsoever requisite and necessary to handle the affairs of said trust including, but not limited to, transferring any assets belonging to Principal to the then acting trustee of said trust.

**32. Real Property/Environmental Concerns.** Without limiting the generality of any other provisions of this Power of Attorney, Agent is authorized without liability to Principal or anyone else, to do any or all of the following:

**32(a).** Inspect, review or require an environmental audit of any or all of Principal's property or any property to be purchased for Principal or on Principal's behalf or to otherwise be transferred to Principal or for Principal's benefit;

**32(b).** Take any act Agent fact determines in his sole discretion to be necessary or desirable in order to prevent, abate, clean up or otherwise remedy any actual or potential violation

of any laws or regulations (including, but not limited to, environmental laws) affecting Principal's property;

**32(c).** Refuse to accept any property to be in any way transferred to Principal if Agent in his sole discretion determines that such property either is contaminated by any hazardous substance or is being used or has been used for any activity directly or indirectly involving any hazardous substance which could result in liability to Principal, or could otherwise impair the value of Principal's property;

**32(d).** Use any or all of Principal's property to settle or compromise any and all claims against Principal which may be asserted by any governmental agency or other person involving the alleged violation of any applicable laws or regulations (including, but not limited to, environmental laws) affecting Principal or Principal's property;

**32(e).** Disclaim any power granted to Agent under the terms of this Power of Attorney or under any statute or rule of law if Agent determines in his sole discretion that the exercise of that power may cause him to incur personal liability under any applicable laws or regulations, including, but not limited to, environmental laws.

Agent shall have no liability to Principal or to anyone else for any decrease in the value of Principal's property by reason of his compliance with all applicable laws and regulations, including, but not limited to, environmental laws, and including, but not limited to, his compliance with any reporting requirements under any applicable laws or regulations. Agent shall have no liability to Principal or to anyone else for purchasing or refusing to purchase any property for Principal or receiving or refusing to receive any property for Principal, or for inspecting or failing to inspect any of Principal's property or for requiring or failing to require any environmental audits of any of Principal's property or any property in any way to be transferred to Principal. Any acceptance, inspection or environmental audit or failure to accept, inspect or obtain an environmental audit will not be deemed to create any inference as to whether or not there is or may be any violation of any applicable laws or regulations with respect to that property, including, but not limited to, any violation of environmental laws.

For purposes of this paragraph (34), the term "environmental laws" means any federal, state or local law, rule, regulation or ordinance relating to the protection of the environmental or human health. The term "hazardous substances" means any substance defined as hazardous or toxic or otherwise regulated by any environmental law and also includes without limitation petroleum products and crude oil.

**33. Alternate Agents.** If ANTON R. ZELLER, JR. shall become unable to serve or to continue to serve as my Agent, then I appoint PAMELA M. YOUNG as successor attorney-in-fact ("my Agent"). If she shall become unable to serve or to continue to serve as my Agent, then I appoint JEANNE M. GRIFFIN as successor attorney-in-fact. Subject to the foregoing, I authorize my Agent to appoint a substitute or successor to act as attorney-in-fact with the same powers as though named by Principal in this Power of Attorney.

**34. Third Party Reliance.** Third parties who rely in good faith on the authority of Agent under this Power of Attorney shall not be liable to Principal, to Principal's estate, or to Principal's heirs, successors, or assigns. Third parties without actual notice of revocation may



conclusively rely on the continued validity of this Power of Attorney. If requested, Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) Principal was competent at the time this Power of Attorney was executed, (2) the power of attorney has not been revoked, (3) Agent continues to serve under the power of attorney, and (4) Agent is acting within the scope of authority granted under the power of attorney. Agent may sue or pursue other action against any third party who refuses to honor this Power of Attorney after such an affidavit or certificate has been provided.

**35. General Authority.** Principal authorizes Agent for Principal in Principal's name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all of Principal's business and Principal's property, wheresoever situated and whether owned or hereafter acquired as Agent may deem as Principal's best interest and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for Agent's acts and omissions and Principal empowers Agent to indemnify all such persons against loss, expense and liability. Principal ratifies and confirms all acts performed pursuant to this Power of Attorney.

**36. Durability.** The powers granted to Agent under this Power of Attorney shall continue to be exercisable even though Principal has become disabled or incompetent.

**37. Governing Law.** The validity and construction of this Power of Attorney shall be determined under Oregon law.

I have signed this Power of Attorney this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

  
Circuit Court Judge Patrick W. Henry

\_\_\_\_\_  
PATRICK W. HENRY,  
Circuit Court Judge, Multnomah County

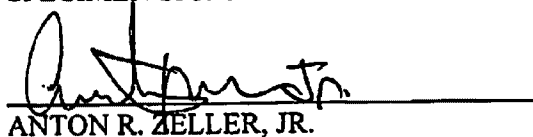
**9/13/2023 3:03:56 PM**

STATE OF OREGON, County of Multnomah ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared PATRICK W. HENRY and acknowledged to me that he executed this Power of Attorney freely and voluntarily.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

SPECIMEN SIGNATURE OF AGENT

  
ANTON R. ZELLER, JR.

### **Notice to Person Accepting the Appointment as Attorney-in-Fact:**

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

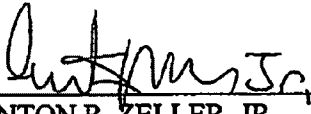
1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
2. The legal duty to identify yourself as Agent whenever you act on behalf of the principal by printing the name of the principal and signing your name followed by the words; "as Agent."
3. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
4. To cooperate with the principal's health-care Agent, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interests if his or her wishes are not known.
5. The legal duty to preserve the principal's estate plan, if one exists.
6. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
7. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
  - a. Principal's death;
  - b. Revocation of the Power of Attorney of principal;
  - c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
  - d. No additional action is required under the Power of Attorney.
8. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
9. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
10. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 9/1/2023

Signed:

  
\_\_\_\_\_  
ANTON R. ZELLER, JR.