

93-09-2035-FB

Bluford G. Redd

RECORDING REQUESTED BY:

Bluford G. Redd
16409 Rooster Place
Hornbook, CA 96044

FILED BY: LAND TITLE COMPANY
AUG 12 1993 2:24 PM
KAREN FLYNN, AUDITOR
CLERK: CHIPPS

OFFICIAL RECORDS
SISKIYOU COUNTY, CALIF.

MAY 18 11 33 AM '93

#93005422

Fee \$20.00 Pd.

AND WHEN RECORDED
MAIL TO:
same as above.

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for recorder's use

E92481

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Bluford G. Redd to Leila L. Redd:

SPRINGING DURABLE POWER OF ATTORNEY

WARNING TO PERSON EXECUTING THIS DOCUMENT:

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY THAT BECOMES EFFECTIVE ON YOUR INCAPACITY AS HEREAFTER SET FORTH. 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. 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.
3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

POWER OF ATTORNEY TO BECOME EFFECTIVE
ONLY ON INCAPACITY OF PRINCIPAL

This durable power of attorney shall become effective only on the incapacity of the undersigned principal. The undersigned shall conclusively be deemed incapacitated for purposes of this instrument when the agent receives a written and signed opinion from a licensed physician that the principal is physically or mentally incapable of managing the principal's finances. Such written opinion when received shall be attached to this instrument. Third parties may rely on the agent's authority without further evidence of incapacity when this instrument is presented with such physician's statement attached. No licensed physician who executes a medical opinion of incapacity shall be subject to liability

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because of such execution. The principal hereby waives any privilege that may apply to release of information included in such medical opinion.

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.

TO WHOM IT MAY CONCERN:

A.E. #: 9308120175
REEL 0739 FR 0424

Bluford G. Redd now presently a resident of Siskiyou County, California, hereby appoints Leila L. Redd, presently a resident of Siskiyou County, California, as the principal's true and lawful attorney-in-fact for the principal and in the principal's name, place, and stead on the principal's incapacity. If Leila L. Redd is for any reason unwilling or unable so to serve, the principal hereby nominates Sherril L. Ware a/k/a S. Lyle Ware as such attorney-in fact:

1. To manage, control, lease, sublease, and otherwise act concerning any real property that the principal may own, collect and receive rents or income therefrom, pay taxes, charges and assessments on the same, repair, maintain, protect, preserve, alter, and improve the same and do all things necessary or expedient to be done in the agent's judgment in connection with the property.

2. To manage and control all partnership interests owned by the principal and to make all decisions the principal could make as a general partner, limited partner, or both, and to execute all documents required of the principal as such partner, all to the extent that the agent's designation for such purposes is allowed by law and is not in contravention of any partnership or other agreement.

3. To purchase, sell, invest, reinvest and generally deal with all stocks, bonds, debentures, warrants, partnership interests, rights, and securities owned by the principal.

4. To collect and deposit for the benefit of the principal all

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debts, interest, dividends, or other assets that may be due or belong to the principal and to execute and deliver receipts and other discharges therefor; to demand, arbitrate, and pursue litigation on the principal's behalf concerning all rights and benefits to which the principal may be entitled; and to compromise, settle, and discharge all such matters as the agent considers appropriate under the circumstances.

5. To pay any sums of money that may at any time be or become owing from the principal, to sell, and to adjust and compromise any claims which may be made against the principal as the agent considers appropriate under the circumstances.

6. To grant, sell, transfer, mortgage, deed in trust, pledge, and otherwise deal in all property, real and personal, that the principal may own, including but not limited to any real property described on any exhibit attached to this instrument including property acquired after execution of this instrument; to attach exhibits to this instrument that provide legal descriptions of all such property; and to execute such instruments as the agent deems proper in conjunction with all matters covered in this paragraph 6.

7. 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 2000. 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 with respect to all above matters.

8. To deposit in and draw on any checking, savings, agency, or other accounts that the principal may have in any banks, savings and loan associations, and any accounts with securities brokers or other commercial institutions, and to establish and terminate all such accounts.

9. To invest and reinvest the principal's funds in every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, and mutual funds, and mortgage participations that, under the circumstances then prevailing (specifically including but not limited to the general

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economic conditions and the principal's anticipated needs), persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the principal's goals; and to consider individual investments as part of an overall plan.

10. To have access to all safe deposit boxes in the principal's name or to which the principal is an authorized signatory; to contract with financial institutions for the maintenance and continuation of safe deposit boxes in the principal's name; to add to and remove the contents of all such safe deposit boxes; and to terminate contracts for all such safe deposit boxes.

11. To make additions and transfer assets to any and all living revocable trusts of which the principal is a settlor.

12. To make direct payments to the provider for tuition and medical care for the principal's issue under Internal Revenue Code section 2503(e) or any successor statute, which excludes such payments from gift tax liability.

13. To use any credit cards in the principal's name to make purchases and to sign charge slips on behalf of the principal as may be required to use such credit cards; and to close the principal's charge accounts and terminate the principal's credit cards under circumstances where the agent considers such acts to be in the principal's best interest

14. Generally to do, execute, and perform any other act, deed, matter, or thing, that in the opinion of the agent ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, as fully and effectively as the principal could do if personally present. The enumeration of specific items, acts, rights, or powers does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the agent except where powers are expressly restricted.

15. The agent is authorized and directed to commence enforcement proceedings, at the principal's expense, against any third party who fails to honor this durable power of attorney.

16. Notwithstanding any other possible language to the contrary in this document, 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;

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REEL # D739 FR 0428

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(b) To exercise any trustee powers under an irrevocable trust of which the agent is a settlor and the principal is a trustee; and

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

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

20. This power of attorney shall commence and take effect on the principal's subsequent disability or incapacity as set forth above.

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

22. If a conservatorship of the principal's person or estate or both is deemed necessary, the principal hereby nominates Leila L. Redd as conservator of the principal's person and estate. If Leila L. Redd is for any reason unwilling or unable so to serve, the principal hereby nominates Sherill L. Ware a/k/a S. Lyle Ware as such conservator.

On the appointment of a conservator of the principal's estate, this power of attorney shall terminate and the agent shall deliver the assets of the principal under the agent's control as directed by the conservator of the principal's estate.

IN WITNESS WHEREOF, the principal has signed this durable power of attorney on May 7, 1993.

Bluford G. Redd
Bluford G. Redd

Bluford G. Redd
5 REEL # 9308120175
0739 FR 0427

Bluford G. Redd
Bluford G. Redd

93005422

STATE OF CALIFORNIA)
COUNTY OF) ss.

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On this 7th day of May, 1993, before me, a notary public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared Bluford G. Redd, personally known to me to be the person whose name is subscribed to the foregoing durable power of attorney, (or proved to me on the basis of satisfactory evidence) and acknowledged to me that such person executed the same.

WITNESS my hand and official seal.

See Attached
(Signature of Notary Public)

A.E. #: 9308120175
REEL # 0739 FR 0428



STATE OF CALIFORNIA)
COUNTY OF SISKIYOU) ss.
On MAY 7 1993 before me, BLUFORD G REDD
personally appeared _____

_____ personally known to me (or 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 upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Sharon F. Allison



(This area for official notarial seal)

3008 (1/91) - (General) First American Title Company

A.F. #: 2308120175
REEL 0739 FN 0429

ALL-PURPOSE ACKNOWLEDGMENT

NO 208

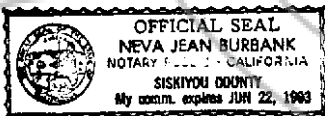
State of CALIFORNIA

County of SISKIYOU

On MAY 18, 1993 before me, NEVA JEAN BURBANK
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared BLUFORD G. REDD
NAME(S) OF SIGNER(S)

personally known to me - OR - 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 upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Neva Jean Burbank
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document SPRINGING DURABLE POWER OF ATTORNEY

Number of Pages 6 Date of Document 5-7-93

Signer(s) Other Than Named Above _____

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LEGAL DESCRIPTION OF SUBJECT PROPERTY: Lot 39, Block 4, Charleston, according to the plat thereof, recorded in Volume 2 of Plats, page 16, records of Kitsap County, Washington.

GEORGE LAWS, M.D.
DIPLOMATE AMERICAN BOARD OF INTERNAL MEDICINE
922 S FOURTH STREET
YREKA, CALIFORNIA 96087
(916) 842-4105

August 9, 1993

RE: Mr. Bluford Redd

To Whom It May Concern:

Mr. Bluford Redd has medically
defind dementia and will not be able
to competently conduct his own affairs.

Respectfully submitted,

G. Laws
George Laws, MD

A.E. # 2308120175
REEL 0739 FR 0430

STATE OF CALIFORNIA
COUNTY OF Siskiyou

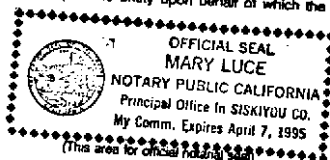
)
)ss.
)

On August 9, 1993 before me, Mary Luce, Notary Public
personally appeared George Laws

_____ personally known to me (or 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 upon behalf of which the
person(s) acted, executed the instrument.

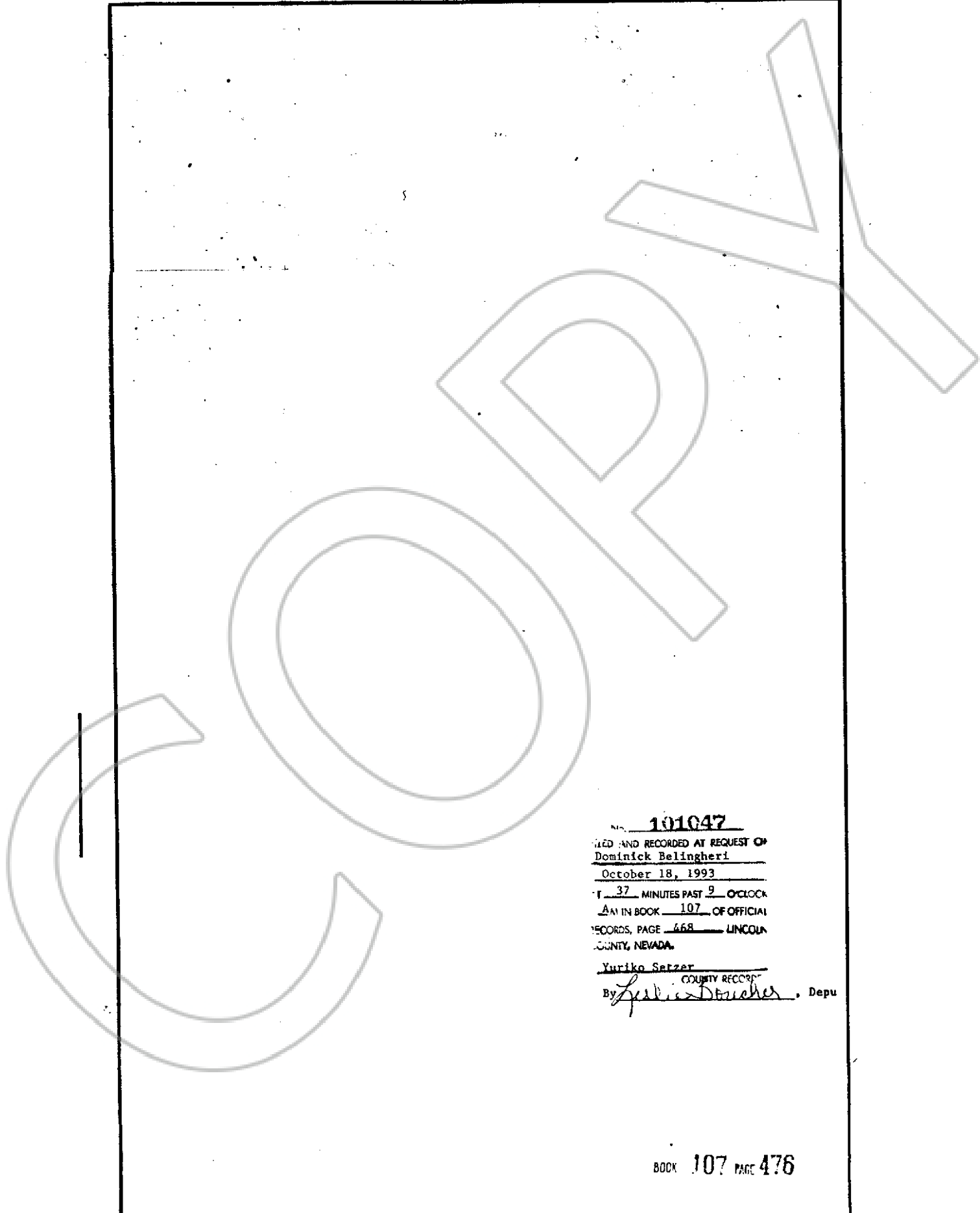
WITNESS my hand and official seal.

Signature *[Signature]*



3008 (1/91) - (General) First American Title Company

Lincoln County



No. 101047
FILED AND RECORDED AT REQUEST OF
Dominick Belingheri
October 18, 1993
AT 37 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 107 OF OFFICIAL
RECORDS, PAGE 468 LINCOLN
COUNTY, NEVADA.

Yuriko Setzer
COUNTY RECORDER
By Leslie D. Stricker, Depu