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Document Title(s)
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Grantor(s) 1 IRENE M. ACHTTIEN 3.
Additional names on page of document.
Grantee(s) 1 JACK W. ACHTTIEN 3 ,
Additional names on page of document.
Legal description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr /qtr)
Additional legal is on page of document
Reference Number(s) (Auditor File Numbers) of Documents assigned or released:
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IRENE M. ACHTTIEN DURABLE POWER OF ATTORNEY

1. <u>Designation</u>. The undersigned (the "Principal") designates JOHN W. ACHTTIEN as attorney-in-fact for the Principal.

If JOHN W. ACHTTIEN, at any time, declines, fails or is unable to act as attorney-in-fact for the Principal, the Principal designates FRAN ERHARDT to act as attorney-in-fact for the Principal.

If FRAN ERHARDT, at any time, declines, fails or is unable to act as attorney-in-fact for the Principal, the Principal designates BLAKE NOLAN HICKOK to act as attorney-in-fact for the Principal.

- 2. Effectiveness: Duration. This power of attorney shall not become effective until written evidence of incompetency or of the determination of disability is made by two of the Principal's attending physicians. Once JOHN W. ACHTTIEN or successor agrees to act as attorney-in-fact, this power of attorney shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the principal is dead or alive. Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement or detention by a foreign power.
- 3. <u>Powers</u>. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority specified below.

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- 3.1 Real Property. The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.
- 3.2 <u>Personal Property</u>. The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.
- 3.3 <u>Financial Accounts</u>. The attorney-in-fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals with respect to all such accounts.
- 3.4 <u>United States Treasury Bonds</u>. The attorney-in-fact shall have the authority to purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.
- 3.5 <u>Moneys Due.</u> The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.
- 3.6 Claims Against Principal. The attorney-in-fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal, and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

- 3.7 <u>Legal Proceedings</u>. The attorney-in-fact shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.
- 3.8 Written Instruments. The attorney-in-fact shall have the power and authority to sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.
- 3.9 <u>Safe Deposit Box.</u> The attorney-in-fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.
- 3.10 <u>Disclaimer</u>. The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86.010, in any property to which the Principal would otherwise succeed and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.
- 3.11 <u>Transfers</u>. The attorney-in-fact shall have the authority to make any transfer of resources not prohibited by RCW 74.09.532, including any subsequent amendments, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy.
- 3.12 <u>Health Care Decisions</u>. The attorney-in-fact shall have the authority to give informed consent on behalf of the Principal to medical, surgical, health and/or nursing care and

treatment or non-treatment, as provided in Chapter 7.70 RCW; provided, however, that the attorney-in-fact may not consent, without court approval, to any procedure referred to in RCW 11.92.040(3) that requires court approval before a guardian may consent to it.

- 3.13 <u>Gifts.</u> The attorney-in-fact shall have authority to gift ten thousand dollars (\$10,000.00) annually to each of my children and to each of my grandchildren and to each of my great grandchildren and to continue any gifting programs in effect at the time of my disablement.
- 4. <u>Limitations on Powers.</u> Notwithstanding the foregoing, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the principal's property or to exercise any power of appointment. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest (or revoke a community property agreement as provided in paragraph 3.12).
- 5. <u>Termination</u>. This power of attorney may be terminated by:
- (a) The principal by written notice to the attorney-infact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;
- (b) A Guardian of the estate of the Principal after court approval of such revocation; or
- (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.
- 6. <u>Accounting</u>. Upon request of the principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

- 7. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.
- 8. <u>Indemnity</u>. The estate of the Principal shall hold harmless and indemnify the attorney in fact from all liability for acts done in good faith and not in fraud of the Principal.
- 9. <u>Applicable Law.</u> The laws of the State of Washington shall govern this power of attorney.

DATED this 974 day of July, 1998.

IRENE M. ACHTTIEN

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me IRENE M. ACHTTIEN to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

SIGNED AND SWORN to (or affirmed) on the ______ day of July, 1998, by IRENE M. ACHTTIEN.



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IRENE M. ACHTTIEN POWER OF ATTORNEY

STATEMENT OF WITNESSES

STATE	OF	WASHINGTON).	
)	8S
COUNTY	COI	F KING)	

The undersigned, being first duly sworn on oath, states as follows:

- (a) IRENE M. ACHTTIEN, identified herein as the Principal, is known to me.
- (2) I believe the Principal to be of sound mind and that she signed the foregoing Power of Attorney willfully and voluntarily.

DATED this 9th day of July, 1998.

Witness

Witness

Witness

Way

Mercer Jsland, WA. 98040

Residing at:

Witness

Residing at WA 9800-

SUBSCRIBED AND SWORN to before me this decided of July,



Print Name: Zresie 7/22

NOTARY PUBLIC in and for the State of Washington.

My Comm. Exp: 3-1901

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STATE OF WASHINGTON COUNTY OF SNOHOMISH

i. Bob Terwilliger. Snohomish County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document now on file or recorded in my office.

In witness whereof, I hereunto set my hand this day of Merch 20

BOB TERWILLIGER. County Auditor

Deputy

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CHARKSTON TO THE ACTION



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