

ALLEN, LEO
ALLEN, BEULAH

119780

DURABLE POWER OF ATTORNEY BOOK 143 PAGE 988

THE UNDERSIGNED SPOUSES, BEULAH G. ALLEN and LEO F. ALLEN, each as principals, domiciled and residing in the State of Washington, reciprocally and individually designate the following named persons in the alternative as attorney in fact to act for either spouse who may hereafter become disabled or incompetent.

1. DESIGNATION. The other spouse, if living, able and willing to serve, is designated as attorney in fact for the disabled or incompetent spouse as principal. If the other spouse is deceased or is unable or unwilling to act, then EVERETT H. ALLEN is designated as attorney in fact to act for the principal(s) and if he cannot or will not act then HOWARD F. ALLEN is designated as attorney in fact. The individuals designated as attorneys in fact shall act with all the powers and authority herein granted.

2. POWERS. The attorney in fact shall have all of the principal(s)' powers of absolute ownership and all of the powers the principal(s) would have had if alive and competent including the following authority but not limited thereto.

a. Real and Personal Property To do all acts, including but not limited to, sell, purchase, lease, mortgage, exchange and transfer of real and personal property.

b. Bonds, Stocks and Securities To transfer, purchase, sell and redeem bonds, stocks and other securities including those of municipalities, counties, states and the United States government regardless of the type of security.

c. Business Operation To continue the operation of principal(s)' business including, but not limited to, the right to negotiate and enter into contracts, make purchases and sales for business purposes and to hire employees and agents to operate the business.

d. Bank Accounts To make deposits and withdrawals from any account in a financial institution, as defined in RCW 30.22.040, in the name of the principal or in joint names with

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the principal and any other party, the rights granted shall include the right to engage in all transactions which the principal could have done with respect to any type of accounts which the principal had, with any banking institution.

e. Safe Deposit Box To enter any safe deposit box to which the principal(s) has a right of access, subject to any contrary provisions in any agreement governing safe deposit boxes.

f. Disclaimer To disclaim any interest, as defined in, Chapter 11.86 RCW, in any property to which the principal(s) would otherwise succeed.

g. Monies Due To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the principal(s).

h. Claims Against Principal(s) To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the principal(s) 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.

i. Legal Proceedings To participate in any legal action in the name of the principal(s) or otherwise. This shall include but not be limited to (a) actions for attachment, execution, eviction, foreclosure, indemnity, and other proceedings for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.

j. United States Treasury Bonds To purchase United States Treasury Bonds which may be redeemed at par in payment of Federal Estate Tax.

k. Written Instruments 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(s) could do if personally present.

1. Absolute Ownership and Authority To exercise the right of absolute ownership over assets and liabilities of the principal(s) whether located within or without the State of Washington and the attorney in fact shall have all powers, as are necessary and permitted under all existing and future laws of the State of Washington, granted to guardians appointed by the courts of this state, including the power to provide for the principal(s)' support, maintenance, health, housing, emergencies and urgent necessities and to give an informed consent on the principal(s)' behalf to conduct medical tests, surgery, or the like on the recommendation of the principal(s)' attending physician or physicians, and to sign all medical and hospital forms or consents in connection therewith.

m. Transferring Assets. To transfer, pursuant to the Revised Code of Washington 74.09.532, to principal's spouse, notwithstanding the the designated attorney-in-fact may be the spouse of the principal, all of the principal's assets by voluntary transfer or assignment so as to make eligible and qualify the principal for medical assistance as a medically needy person under Chapter 74.09 of the Revised Code of Washington, as defined under Title 19 of the Federal Social Security Act.

n. Agreement as to Status of Community Property. To revoke any Agreement as to Status of Community Property entered into by principal(s) pursuant to R.C.W. 26.16.120.

3. EFFECTIVENESS. This Power of Attorney shall become effective as to each principal at such time or times as, and shall remain effective only so long as, the principal(s) is considered disabled in accordance with the provisions of this paragraph.

a. Disability shall mean a principal(s) inability to manage effectively ; or her property or affairs for reasons such as, but not limited to, age, physical illness, developmental

disability, disappearance, mental illness, mental retardation, incompetency, chronic or excessive use of drugs or alcohol, or confinement.

b. Unless a committee consisting of the principal(s) spouse and then attending physician unanimously determines otherwise and evidences its determination in its signed written certificate delivered to the principal(s) attorney in fact, each principal(s) shall be deemed to have full capacity and not to be disabled. If the principal(s) spouse resigns or is unable to serve on such committee, the principal(s) then acting physician shall serve as a sole member thereof.

c. Whenever a principal(s) is considered disabled under subparagraph 3 b., upon the disabled principal(s) written request or the request of any committee member, the committee shall determine whether the principal is still disabled. If unanimously determined that the principal(s) is no longer disabled, the principal(s) shall be deemed to have full capacity upon delivery to the principal(s) attorney in fact of the committee's signed written certificate to that effect. Any party dealing with that attorney in fact may rely on his or her written statement that no such determination has been made that the principal(s) is no longer disabled and the party need not inquire independently into whether or not such a redetermination has been made.

4. DURATION. The powers herein granted as between the spouses shall only be exercisable during the marriage of the principals. The powers granted to a third party shall not be affected by the dissolution of the marriage of the parties. This power of attorney shall not be affected by disability of the principal(s) and shall remain in effect as provided in RCW 11.94.010 and 11.94.020 unless otherwise revoked as herein provided notwithstanding any uncertainty as to whether the principal is dead or alive.

5. REVOCATION BY SPOUSES. This Power of Attorney revokes all prior executed powers of attorney. Prior executed and recorded powers of attorney must be, pursuant to RCW 65.08.130, revoked in writing by recording the written instrument of revocation with the Office of the Recorder or Auditor in the county in which the prior power of attorney was recorded.

This Power of Attorney may, as to either spouse, be revoked in writing by the revoking spouse giving written notice to the attorney in fact, if living and if the attorney in fact is deceased or cannot be found, by recording the written instrument of revocation in the office of the recorder or auditor of King County, Washington.

6. GUARDIANSHIP. In the event of the disability of a principal(s) and should protective proceedings be commenced, the principals each nominate the other spouse, or if she or he cannot or will not act then the principal(s) nominate EVERETT H. ALLEN for consideration by the court to be appointed for the principal(s) suffering such disability and if he cannot or will not act, then the court should consider HOWARD F. ALLEN to be appointed as guardian.

7. TERMINATION.

a. By Appointment of Guardian. The appointment of a guardian of the property of a principal(s) terminates this Power of Attorney as to such principal. The appointment of a guardian of the person only does not terminate this Power of Attorney.

b. By Death of Principal. The death of a principal(s) shall be deemed to revoke this Power of Attorney as to such deceased spouse upon proof of death being received by the attorney in fact.

8. RELIANCE. The designated and acting attorney in fact and all persons dealing with the attorney in fact shall be entitled to rely upon this Power of Attorney so long as neither the attorney in fact or person with whom he was dealing at the time of any act taken pursuant to this Power of Attorney, had

received actual knowledge or actual notice of the revocation or termination of the power of Attorney by death or otherwise, and any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees, or personal representatives of the principal spouse.

9. INDEMNIFICATION. The estate of a principal shall hold harmless and indemnify the attorneys in fact from all liability for acts done in good faith and not in fraud on behalf of the principal.

10. APPLICABLE LAW. The laws of the State of Washington, and, in particular, Chapter 11.94 RCW, shall govern this Power of Attorney in all respects. All references in this Power of Attorney to "RCW" shall be to the Revised Code of Washington and shall also include corresponding provisions of subsequent Washington laws.

11. EXECUTION. This Power of Attorney is signed on this 4th day of May, 1988, to become effective as provided in Paragraph 3.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Glenda Kimmel

JUN 22 2 24 PM '94

P. Savory
AUDITOR
GARY M. OLSON

Beulah G. Allen
BEULAH G. ALLEN

Leo F. Allen
LEO F. ALLEN

Domiciled and Residing at:

STATE OF WASHINGTON)
COUNTY OF KING) ss

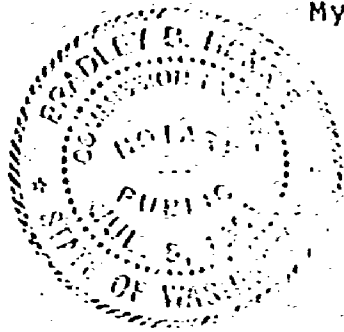
This is to certify that on the 4th day of May, 1988, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared BEULAH G. ALLEN and LEO F. ALLEN to me known to be the spouses described in and who executed the foregoing Joint Durable Power of Attorney, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Budley S. Amund
NOTARY PUBLIC in and for the State
of Washington residing at Seattle.

My Commission expires 7/5/11



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