

AFTER RECORDING MAIL TO:

Name Delores E. Shrum

Address 20248 S. Hwy 213 space 11

City / State Oregon City, OR 97045
SCR 26495

Document Title(s): (or transactions contained therein)

1. Power of Attorney
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. SHRUM, CARL HENRY
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. SHRUM, DELORES E.
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

A tract of land in the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 4 of the Amendment Short Plat recorded in Book 3 of Short Plats, Page 75, Skamania County Records.

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s): 04-07-26-1-0-1202-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



**First American Title
Insurance Company**

(this space for title company use only)

DURABLE POWER OF ATTORNEY

OF

CARL HENRY SHRUM

1. **Designation.** CARL HENRY SHRUM (the "Principal") designates DELORES E. SHRUM as attorney-in-fact for the Principal. In the event DELORES E. SHRUM is unable or unwilling so to act, Principal designates SANDRA SUE GIST as attorney-in-fact for the Principal.

2. **Effectiveness; Duration.** This power of attorney shall become effective upon the disability of the Principal, and shall continue until revoked or terminated under section 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. **Powers.** 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.

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 **Personal Property.** 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 **Financial Accounts.** 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 **United States Treasury Bonds.** 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.

**RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT**

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3.5 **Monies Due.** The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all monies, 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 **Legal Proceedings.** 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 **Safe Deposit Box.** 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 **Transfers to Trust.** The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of any trust which

- (a) is for the sole benefit of the Principal as to the Principal's separate property; or
- (b) is for the sole benefit of the Principal and the Principal's spouse as to their community property,

and which terminates at the Principal's death as to the Principal's property with the Principal's property distributable to the personal representative of the Principal's estate.

3.11 **Disclaimer.** The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86.011 in any property to which the Principal would otherwise succeed.

3.12 **Health Care.** The attorney-in-fact shall have the authority to make health care decisions for the principal, including:

- (a) consent to medical and surgical care and non-treatment for the principal;
- (b) consent to the withholding or withdrawal of life-sustaining treatment for the principal;
- (c) consent to the admission of the principal to a medical, nursing, residential, or similar health care facility;
- (d) to enter into agreements for the principal's care;
- (e) to receive and to consent to the release of medical information possessed by all physicians and psychiatrists who have treated the principal, and by all other providers of health care, including hospitals.

3.13 **Securities.** The attorney-in-fact shall have the authority to sell, exchange, or otherwise transfer title to the principal's stock, bonds, or other securities.

4. **Limitations on Powers.** 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 make any gifts of such property or to exercise any power of appointment. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest.

5. **Termination.** This power of attorney may be terminated by:

- (a) the Principal by written notice to the attorney-in-fact 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. **Accounting.** 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. **Indemnity.** 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. **Nomination of Guardian.** The Principal nominates DELORES E. SHRUM as guardian of the Principal's estate and person if protective proceedings for the Principal's person or estate are ever commenced.

10. **Applicable Law.** The laws of the State of Washington shall govern this power of attorney.

DATED this 27 day of March, 2001.

Carl Henry Shrum
CARL HENRY SHRUM, Principal

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me CARL HENRY SHRUM, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of
March, 2001.

Ernest DeLuna
Notary Public for Washington
My commission expires 3-1-04

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