

**AFTER RECORDING RETURN TO:**

Name: Law Office of Robert D. Weisfield  
Address: P. O. Box 421  
City/State: Bingen, WA 98605-0421

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

1. Durable 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. Carter, Mary L.
- 2.
- 3.
- 4.

☐ Additional names on page \_\_\_\_ of document

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

1. Carter, Jerry
2. Carter, Michael Jerry
3. Collins, Debra Ann
4. Johnson, Tammy Lee

☐ Additional names on page \_\_\_\_ of document

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

☐ Complete legal description is on page \_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number(s):



**MARY L. CARTER**

**INDIVIDUAL GENERAL DURABLE POWER OF ATTORNEY**

THE UNDERSIGNED INDIVIDUAL, domiciled and residing in the state of Washington, designates the following-named person(s) as attorney-in-fact to act for the undersigned as the principal who may hereafter become incapacitated.

**1. Designations.** JERRY CARTER is designated as attorney-in-fact for the principal. If for any reason JERRY CARTER is unable or unwilling to act as attorney-in-fact, MICHAEL JERRY CARTER is designated as alternate attorney-in-fact for the principal. If for any reason MICHAEL JERRY CARTER is unable or unwilling to act as attorney-in-fact, DEBRA ANN COLLINS is designated as alternate attorney-in-fact for the principal. If for any reason DEBRA ANN COLLINS is unable or unwilling to act as attorney-in-fact, TAMMY LEE JOHNSON is designated as alternate attorney-in-fact for the principal.

**2. Nomination of Guardian of Estate.** Said attorney-in-fact is hereby nominated guardian of the estate if protective proceedings for the principal are hereafter commenced.

**3. Powers.** The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the state of Washington and power to contract for the principal. The attorney-in-fact shall have the authority to do and perform all and every act and thing necessary or desirable to conduct, manage and control all of principal's business and property, wheresoever situate, and whether now owned or hereafter acquired, as the principal's attorney-in-fact may deem for the principal's best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the following powers, hereby releasing all third persons from responsibility for the attorney-in-fact's acts and omissions and the principal empowers the attorney-in-fact to indemnify all such persons against loss, expense and liability. Except as otherwise provided herein, the attorney-in-fact shall have the power to revoke or change any estate plan or testamentary document executed by the principal with the approval of a court of competent jurisdiction. In addition to the powers listed above, the attorney-in-fact shall have the power:

(a) **Management.** To take possession of, manage, administer, operate, maintain, improve and control all property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof.

(b) **Collections.** To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to the principal; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same.



(c) **Checks and Notes.** To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to the principal drawn on the Treasury of the United States or the state of Washington or any other state or governmental entity, and to accept drafts.

(d) **Investments.** To retain any property in the hands of the attorney-in-fact in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as the principal's attorney-in-fact may deem prudent.

(e) **Debts.** To pay debts and other obligations.

(f) **Litigation.** To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which the principal may be interested; and to act in the principal's name in any complaints, proceedings or suits with all the powers principal would possess if personally present and under no legal disability.

(g) **Acquisition.** To bargain for, buy and deal in real and personal property and goods of every description.

(h) **Specific Real Property Rights.** To exercise the principal's rights with respect to all real property, including, but not limited to, the right to hold, manage, lease, develop, subdivide, sell and encumber real property owned by the principal.

(i) **Disposition.** To sell, convey, grant, exchange, transfer, option, convert, mortgage, convey deed of trust, pledge, consign, lease and otherwise dispose of any of the principal's property, whether real or personal, including, but not limited to, personal guarantees and unsecured borrowing on the principal's behalf.

(j) **Borrowing.** To advance or loan the attorney-in-fact's own funds on the principal's behalf; and to borrow any sums of money on such terms and at such rate of interest as the principal's attorney-in-fact may deem proper and to give security for the repayment of the same.

(k) **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which the attorney-in-fact may deem proper.

(l) **Voting.** To appear and vote in person or by proxy at any corporate or other meeting.



(m) **Safe Deposit Box.** To have access to any safe deposit box which has been rented in the name of the principal or in the names of the principal and any other person or persons.

(n) **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in the name of the principal or in the names of the principal and any other person or persons and generally to do any business with any such financial institution or agency on behalf of the principal.

(o) **Tax Returns.** To sign and file all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for the principal, in person or by attorney, and represent principal before the United States Treasury Department or the Washington Department of Revenue or the taxing authority of any other state or governmental entity. This authority shall include the authority to execute IRS Form 2848 and any other power of attorney forms that will enable the attorney-in-fact to act on behalf of the principal with respect to federal and state tax matters.

(p) **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements from Social Security, Medicare and military service.

(q) **Treasury Bonds.** To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes.

(r) **Substitution and Delegation.** To appoint and substitute for said attorney-in-fact any attorneys-in-fact, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority.

(s) **Additions to Trust.** To add any or all of the principal's assets to a trust created by the principal or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to the principal or applied for the principal's benefit during the principal's lifetime.

(t) **Community Property Agreements.** To alter, amend or revoke community property agreements executed by the principal.



(u) **Waiver of Statutory Rights.** To waive all statutory rights under RCW Chapter 11.54, as it now stands or is hereafter amended, including, but not limited to, a waiver of homestead, rights in lieu of homestead, award in addition to the homestead, and family allowance.

(v) **Segregation of Community Property.** To segregate all or any portion of the community property of the principal and the principal's spouse, and allocate assets on a non-pro rata basis to the ownership of each spouse.

(w) **Tax and Planning Powers.** To engage in the following reasonable and prudent income, estate and gift tax planning for the principal.

(1) The authority to disclaim property.

(2) The authority to make regular and substantial contributions to those charitable organizations that the principal supports.

(3) The authority to establish trusts and other legal entities, to transfer the principal's assets to such trusts or entities and to amend such trusts or the operating documents of such legal entities (to the extent that such documents are subject to amendment by their terms) for the purpose of accomplishing the principal's estate and/or tax planning objectives. Any trust established pursuant to this paragraph shall contain provisions substantially similar to those set forth in the principal's Will, Trust, or other testamentary dispositive instruments for distribution of the principal's estate upon death.

(4) The authority to make, alter, amend or revoke the beneficiary designation, and make any other election with respect to any of the principal's life insurance policies, employee benefit plans, individual retirement accounts or similar assets. Provided, if the principal's spouse is not serving as attorney-in-fact, such designation of, altering, amending or revoking be made only upon the unanimous consent of the then-living and legally competent children of the principal.

(5) The power to make gifts to or for the benefit of one or more of the principal's children and other lawful descendants (outright, in trust or to a custodial account). Provided, if the principal's spouse is not serving as attorney-in-fact, the power to make gifts as referenced herein may not be exercised unless all of the then-living and legally competent children of the principal consent to such gifts.



**4. Conditions for Exercise of Tax and Planning Powers.** The attorney-in-fact may exercise the provisions of subparagraph 3.(w) upon certain terms and conditions.

(a) In making any such family gifts, the attorney-in-fact shall consider the pattern of giving established by the principal, the principal's financial ability to make gifts considering the principal's current and reasonably projected future health care and living expenses, the principal's continued health and well-being, the impact of inflation upon the value of such gifts, the reduction of death taxes at the time of the principal's death, the principal's eligibility to receive government benefits and other estate planning considerations.

(b) The attorney-in-fact shall not breach any fiduciary duty to the principal by reason of gifts made or withheld in good faith.

(c) The principal intends to grant the above-stated powers irrespective of any provision of Title 11 of the Revised Code of Washington (including, but not limited to, RCW 11.95.100 and 11.95.110) that would otherwise restrict the power of an attorney-in-fact in so acting in favor of such attorney-in-fact.

**5. Purposes.** The attorney-in-fact shall have full powers to provide for the support, maintenance, emergencies and necessities for the incapacitated principal.

**6. Duration.** The durable power of attorney becomes effective as provided herein, notwithstanding any uncertainty as to whether the principal is dead or alive.

**7. Effectiveness.** This power of attorney shall become effective upon the incapacity of the principal. Incapacity shall include the inability of the principal to manage property and affairs effectively for reasons such as mental illness, mental deficiency, illness, chronic use of drugs, chronic intoxication, confinement by governmental authority, detention by a foreign power or disappearance. Incapacity may be evidenced by a written statement of a qualified physician regularly attending the principal and/or by other qualified persons with knowledge of any such confinement, detention or disappearance. Incompetence may be established by a finding of a court having jurisdiction over the principal. The term "incapacity" shall have that meaning as set forth in RCW 11.88.010, and shall include disability or incompetence as defined in the state of Washington or any other jurisdiction. In addition, this power of attorney shall become effective upon the written direction of the principal. Such written direction shall be signed and witnessed by two persons other than a named attorney-in-fact.

**8. Revocation.** This power of attorney may be revoked, suspended or terminated in writing by the principal with written notice to the designated attorney-in-fact. In addition, if this power of attorney has been recorded, the written instrument of revocation shall be recorded in the office of the recorder or auditor of any county in which the power of attorney is recorded.



**9. Termination.**

(a) **By Appointment of Guardian.** The appointment of a guardian of the estate of the principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.

(b) **By Death of Principal.** The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the attorney-in-fact.

**10. Accounting.** The attorney-in-fact shall be required to account to any subsequently appointed personal representative.

**11. Reliance.** Any person dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as such person has received no actual knowledge or actual notice of any revocation, suspension or termination of the power of attorney by death or otherwise at the time of any act taken pursuant to this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the principal.

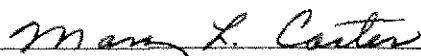
**12. Indemnity.** The estate of the principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the principal.

**13. Applicable Law.** The laws of the state of Washington, as amended, shall govern this power of attorney.

**14. Definition.** The term "attorney-in-fact" as used herein shall be deemed to mean "co-attorneys-in-fact" or "successor attorney-in-fact" when such are functioning as the attorney-in-fact appointed by this document.

**15. Reimbursement.** The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses incurred on the principal's behalf in exercising the powers granted herein and to remuneration for time expended on behalf of the principal.

This power of attorney is signed this 16 day of October, 2002, to become effective as provided herein.

  
MARY L. CARTER



STATE OF WASHINGTON )

) ss.

County of Clark )

I certify that I know or have satisfactory evidence that MARY L. CARTER is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/16/02



Notary Public in and for the  
State of Washington, residing  
at Clark County.

My appointment expires: 4/22/04





**DECLARATION OF DR. CHRISTOPHER P. SAMUELS, M.D.  
ATTENDING PHYSICIAN FOR MARY L. CARTER**

Pursuant to paragraph 7 of the Durable Power of Attorney executed by my patient, MARY L. CARTER, on October 16, 2002, I hereby declare and state under penalty of perjury under the laws of the State of Washington that MARY L. CARTER is incapacitated, as that term is defined in said paragraph 7. Specifically, MARY L. CARTER is suffering from dementia and it is my professional opinion that she is unable to manage her own affairs, and that her physical and mental conditions meet the criteria for said Durable Power of Attorney to become effective immediately.

I understand that her husband, JERRY CARTER, shall have power to manage her affairs under said Power of Attorney.

Dated this 28 day of November, 2008.

  
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Christopher P. Samuels, M.D.