



200308070017

Skagit County Auditor

**AFTER RECORDING MAIL TO:**

Name FATCO - MV ESCROW / LINDA  
Address PO Box 1667  
City / State MOUNT VERNON WA 98273

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

1. Durable power of Attorney
- 2.
- 3.
- 4.



**First American Title Insurance Company**

74046E-1

(this space for title company use only)

**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. Marie Garing
- 2.
- 3.
- 4.
5.  Additional names on page \_\_\_\_\_ of document

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

1. Scott Garing
2. Heather Gillig
- 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)

(Unit 5, Bldg. 1, Mallard View Condo.)

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

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

(1724-000-005-0000)

**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.

ORIGINAL

## DURABLE POWER OF ATTORNEY

1. **DESIGNATION.** The undersigned (the "Principal") designates SCOTT SEARING as attorney-in-fact for the Principal. If SCOTT SEARING is unable or unwilling to act as attorney-in-fact, the Principal appoints HEATHER GILLIS as alternate attorney-in-fact.

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 the Principal's regular attending physician. Once SCOTT SEARING (or the alternate attorney-in-fact, if SCOTT SEARING is not able to act) agrees to act as attorney-in-fact, this power of attorney shall continue until revoked or terminated under Section 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, detention by a foreign power or disappearance.

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 limitations, the power and authority specified below.

3.1 **Real Property.** The attorney-in-fact shall have the 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 the 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.

3.5 **Monies Due.** The attorney-in-fact shall have the 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 the 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 the 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

3.10.1 is for the sole benefit of the Principal as to the Principal's separate property; or

3.10.2 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 11.86.010, in any property to which the Principal would otherwise succeed.

**4. LIMITATIONS ON POWERS.** Notwithstanding the foregoing, the attorney-in-fact shall not have the 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 any interest.



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

5.1 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;

5.2 a Guardian of the estate of the Principal after court approval of such revocation; or

5.3 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 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 SCOTT SEARING as guardian of the Principal's estate if protective proceedings for the Principal's estate are ever commenced. If SCOTT SEARING is unable or unwilling to act as guardian, the Principal appoints HEATHER GILLIS as alternate guardian of the Principal's estate.

10. **APPLICABLE LAW.** The laws of the State of Washington shall govern this power of attorney.

Dated: Feb 3, 2003

  
Marie Searing



200308070017

Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that MARIE SEARING 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: Feb 3, 2003.

[SEAL OR STAMP]



Randy Barnard  
Randy Barnard [Print]  
NOTARY PUBLIC, in and for the State of  
Washington, residing at:  
Woodinville

My Appointment Expires: 2-5-03

DURABLE POWER  
OF ATTORNEY



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Skagit County Auditor

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M. Searing 1/03