

WHEN RECORDED RETURN TO:

Joice Heritage  
17292 Red Hawk Ct. #8  
Mount Vernon, WA  
98274



200702010049

Skagit County Auditor

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**Chicago Title Insurance Company**

CHICAGO TITLE CO.

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

IC41249

DOCUMENT TITLE(s)

1. Durable
2. Power of Attorney
- 3.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page \_\_\_\_\_ of the document

GRANTOR(s):

1. Susie Heritage
- 2.
- 3.

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

GRANTEE(s):

1. Joice Heritage
- 2.
- 3.

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

ABBREVIATED LEGAL DESCRIPTION:

Lot 8 Amended Plat of Red Hawk Estate

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

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

2116858

☐ (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature \_\_\_\_\_

This cover sheet is for the County Recorder's indexing purposes only.  
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DURABLE POWER OF ATTORNEY**  
**SUSIE HERITAGE**

1. Designation. The undersigned (the "Principal") designates her sister, JOYCE HERITAGE, to act as attorney-in-fact for the Principal's business. If JOYCE HERITAGE at any time decline, fail, or is unable to act as attorney-in-fact for the Principal, the Principal designates her mother, MARIE HERITAGE to act in her stead.

2. Effectiveness/Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue in effect to the extent permitted by RCW 11.94 et seq. or until revoked or terminated as provided in paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. Powers. My attorney-in-fact shall have all powers of an absolute owner over the assets and liabilities of the Principal, whether located within or out of the State of Washington, including, without limitations, 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 and pledge personal property or any interest in personal 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 account maintained by or on behalf of the Principal with institutions (including, without limitations, 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.

Durable Power of Attorney-

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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 other proceedings 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 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. The attorney-in-fact shall have the full authority to place or remove any objects from the safe deposit box.

3.10 Transfer to Trust. The attorney-in-fact shall have the authority to transfer assets of all kinds to the Trustee of any trust which is for the sole benefit of the Principal and which terminates at the Principal's death with the 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, and to decline



to act or resign if appointed or serving as an officer, director, executor, trustee, or other fiduciary.

3.12 Gifts. The attorney-in-fact shall not have the authority to make gifts outright or in trust to or for the benefit of anyone, except that the attorney in fact may gift the Principal's children, not to exceed \$5,000.00 in the aggregate in any one calendar year as to or for any one person, and then, only for birthdays, anniversaries, education, health and welfare of the children.

3.13 Health Care Decisions. The attorney-in-fact shall have the authority to make health care decisions for the Principal and to provide informed consent to health care on behalf of the Principal as provided in RCW 11.94.010(3). This authority must comply with the Principal's desires as provided in her Health Care Directive.

4. Limitations on Powers. Except for the authority specifically stated in Paragraph 3, 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.

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

Dated this 7 day of November 2006, at Seattle, Washington.

Susie Heritage  
SUSIE HERITAGE (Principal)

STATE OF WASHINGTON     )  
  )ss. ACKNOWLEDGMENT OF PRINCIPAL  
COUNTY OF SNOHOMISH    )

This is to certify that on the \_\_\_\_ day of November 2006, before me, the undersigned notary public, personally appeared SUSIE HERITAGE, to me known to be the principal described in and who executed the foregoing DURABLE POWER OF ATTORNEY, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

M. B. Smith  
Printed Name:  
NOTARY PUBLIC in and for the State of  
Washington.  
residing at KITSON  
My appointment expires: 6/07

