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Skagit County Auditor

3/16/2010 Page

1 of

6 3:04PM

Document Title: Durable Power of Attorney for Finances

Reference Number:

Grantor(s):

additional grantor names on page ___.

1. Joseph A. McCaffrey

2.

Grantee(s):

additional grantee names on page ___.

1. Karen Johnson

2. Delores Thomas

Abbreviated legal description:

full legal on page(s) ___.

Portion of Lots 1 & 2 ... All in short plat # 91-070,
AF# 9402110126

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___.

P107751

DURABLE POWER OF ATTORNEY FOR FINANCES

I, **JOSEPH ("Tony") A. McCAFFREY** (hereinafter the "Principal"), domiciled and residing in the state of Washington, hereby revokes any other powers of attorney for finances which the principal may have previously executed, and in its place executes this Durable Power of Attorney for finances, as follows:

1. Designation. I, **JOSEPH ("Tony") A. McCAFFREY**, hereby appoint **KAREN JOHNSON** and **DELORES THOMAS** as co-attorney-in-fact ("co-agents") and to execute the powers set forth below. If my co-agents at any time declines, fails or if one or both are unable to act as my co-agents, then I appoint to act alone, **DELORES THOMAS**, my sister, to serve as my agent and to exercise the powers set forth below. I decline to ever have **TONILOU McCAFFREY** and/or **PAMELA DENTON** appointed as my agent or guardian.

2. Effectiveness. 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. Incompetency and 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. Disability shall be established when the disabled Principal's treating physician makes such a determination in a written communication to the attorney-in-fact, or when any competent person states in an affidavit his or her knowledge of any confinement, detention or disappearance. The physician-patient privilege is hereby waived by the Principal for the purpose of determining such disability. Determination of disability shall be made without court supervision or intervention.

3. Duration. This durable power of attorney shall not be affected by my subsequent disability or incompetence, and shall remain effective to the extent permitted by RCW Chapter 11.94 or until revoked or terminated under Section 7 herein.

4. Powers. My agent 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:

4.1 Real Property. To purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

4.2 Personal Property. To purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

4.3 Financial Accounts. To deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit

DURABLE POWER OF ATTORNEY FOR FINANCES - 1



201003160064

Skagit County Auditor

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accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals with respect to all such accounts.

4.4 United States Treasury Bonds. To purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.

4.5 Monies Due. To request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

4.6 Claims Against Principal. 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.

4.7 Legal Proceedings. 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.

4.8 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 could do if personally present.

4.9 Safe Deposit Box. To enter the safe deposit box in which the Principal has a right of access.

4.10 Transfers to Trust. To transfer assets of all kinds to the trustee of any trust which:

- (i) is for the sole benefit of the Principal as to the Principal's separate property; or;
- (ii) 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.

4.11 Tax Returns. To submit all federal and state income tax returns and gift tax returns on behalf of the Principal and to pay all such taxes may be due.

4.12 Disclaimers. To disclaim pursuant to the laws of the State of Washington and the Internal Revenue Code all or any assets, property or interests to which I might be entitled as a

DURABLE POWER OF ATTORNEY FOR FINANCES - 2



201003160064

Skagit County Auditor

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beneficiary. In disclaiming, my attorney-in-fact may rely with acquittance on the advice of my attorney regarding my estate planning objectives.

4.13 Transfers. To make any transfer of resources not prohibited by law, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy.

4.14 Gifts. To make gifts to any lawful descendant of mine in a manner which is consistent with my overall estate planning. In making any such gift my attorney-in-fact shall consider my ability to continue making such gift or gifts, my continued health and well-being, the impact of inflation upon the value of such gifts, reduction of death taxes at the time of my death. I specifically authorize my agent to make any gifts or transfers so that I may qualify for benefits available from any government or private entity, including Medicaid Planning. My attorney-in-fact shall not breach any fiduciary duty to me by reason of gifts made or withheld in good faith.

5. Limitations on Powers. Notwithstanding the foregoing, the agent shall not act to reduce the Principal's standard of living or level and manner of care, so long as the Principal's assets are sufficient for that purpose. Nor shall the attorney-in-fact have authority to make, amend, alter, revoke or change any of the Principal's wills and codicils. This limitation shall not affect the authority of the attorney-in-fact to disclaim any interest.

6. Attorney-in-fact May Act Alone. The powers conferred on my agent by this document may be exercised by my agent alone, and the signature or act of my agent under the authority granted in this document may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall insure to that benefit of and bind me, my estate, my heirs, successors, assigns and personal representatives.

7. Termination. This power of attorney may be terminated as follows:

(a) The Principal may revoke this power by written notice to the agent 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 may revoke this power of attorney after court approval of such revocation.

(c) This power of attorney shall be terminated by the death of the Principal upon actual knowledge or receipt of written notice by the agent.

8. Accounting. Upon request of the Principal or the guardian of the estate of the

DURABLE POWER OF ATTORNEY FOR FINANCES - 3



201003160064
Skagit County Auditor

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Principal or the personal representative of the Principal's estate, the agent shall account for all actions taken by the agent for or on behalf of the Principal.

9. 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 actions so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

10. Indemnity. The estate of the Principal shall hold harmless and indemnify the agent from all liability for acts done in good faith and not in fraud of the Principal.

11. Nomination of Guardian. Pursuant to RCW 11.94.010 or as may subsequently be amended hereafter, the Principal nominates and appoints the attorney-in-fact to serve as the guardian of the Principal's estate if protective proceedings for the Principal's estate are thereafter commenced.

12. Reliance on Photocopy Hereof. Third parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

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

DATED this 22nd day of February, 2010.

Joseph A. Tony A. McCaffrey
JOSEPH ("Tony") A. McCAFFREY

Birth date: October 30, 1926
Social Security No.: 173-24-2228
32038 - 15th Pl SW
Federal Way, WA 98023
253-661-5973

WITNESS STATEMENT

I declare under penalty of perjury under the laws of the state of Washington that the person who signed or acknowledged this document is personally known to me, that JOSEPH ("Tony") A. McCAFFREY appears to be of sound mind and under no duress, fraud, or undue influence, and capable of making financial decisions. I am not the person appointed as agent by this document, nor am I the patient's financial advisor or an employee of the patient's financial advisor. I further declare that I am not related to the principal by blood, marriage, or adoption, and to the best of my knowledge, I am neither a creditor of the principal's nor entitled to any part of the principal's estate under a will now existing or by operation of law.

Anna Schwartz
Anna Schwartz
Print name: ANNA SCHWARTZ

at Enumac law, Washington.

Rekha Patel
Rekha Patel
Print name: REKHA PATEL

at AUBURN, Washington.

DURABLE POWER OF ATTORNEY FOR FINANCES - 4



201003160064

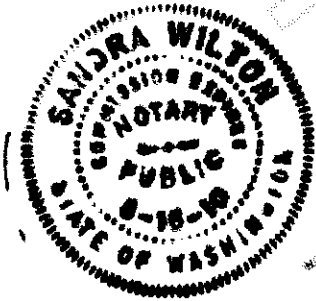
Skagit County Auditor


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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day, **JOSEPH ("Tony") A. McCAFFREY**, personally appeared before me, the undersigned Notary Public, known to be the individual described in and who executed the within and foregoing instrument and acknowledged it was signed as a free and voluntary act and deed, for the purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 22nd day of February, 2010.





SANDRA WILTON
NOTARY PUBLIC in and for the state
of Washington residing at Tacoma, WA.
My commission expires: May 15, 2010.

DURABLE POWER OF ATTORNEY FOR FINANCES - 5



201003160064
Skagit County Auditor