



201607010059

Skagit County Auditor

\$91.00

7/1/2016 Page

1 of

19 11:54AM

When recorded return to:
Leonard L Whitmire
624 Lilac Dr
Mount Vernon WA 98273

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT--
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.

1. PARTIES AND DATE. This Contract is entered into on June 3, 2016,
between Leonard L Whitmire
as "Seller" and James P Albrecht II and Nicole M Albrecht
as "Purchaser."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from
Seller the following described real estate in Skagit County, State of Washington:

Hilltop Haven Div. No 3 Lot 6, Address known as 624 Lilac Dr Mount Vernon WA 98273
See attached Exhibit

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): **P83620**

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20162770
JUL 01 2016

Amount Paid \$ 41.88
Skagit Co. Treasurer
By them Deputy

No part of the purchase price is attributed to personal property.

4. (a) **PRICE.** Purchaser agrees to pay: \$ 235,000.00 Total Price
Less \$ 11,750.00 Down Payment
Less \$ Zero Assumed Obligation(s)
Results in \$ 223,250.00 Amount Financed by Seller.

(b) **ASSUMED OBLIGATIONS.** Purchaser agrees to pay the above assumed obligation(s) by assuming and agreeing to pay that certain _____ dated _____

(Mortgage/Deed of Trust/Contract)

recorded as Auditor's File No. _____

Seller warrants the unpaid balance of said obligation is \$ _____ which is payable \$ _____ on or before the _____ day of _____

() including () plus interest at the rate of _____ % per annum on the declining balance thereof; and a like amount on or before the _____ day of each and every _____ thereafter until paid in full.
(month/year)

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the assumed obligation.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN _____

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

(c) **PAYMENT OF AMOUNT FINANCED BY SELLER.**

Purchaser agrees to pay the sum of \$ 223,250.00 as follows:
\$ 1002.00 per month or more at purchaser's option on or before the 5th day of July 1, 2016 (☒) including () plus interest from June 3, 2016 at the rate of 3.5 % per annum on the declining balance thereof; and a like amount or more on or before the 5 day of each and every month thereafter until paid in full.
(month/year)

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the amount financed by seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN _____

Payments are applied first to interest and then to principal. Payments shall be made at Adapt Escrow 107 E Magnesium Rd, Spokane WA 99208 or such other place as the Seller may hereafter indicate in writing.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Purchaser fails to make any payments on assumed obligation(s), Seller may give written notice to Purchaser that unless Purchaser makes the delinquent payment(s) within 15 days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Purchaser shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller in connection with making such payment.
6. (a) **OBLIGATIONS TO BE PAID BY SELLER.** The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Purchaser pays the purchase price in full: That certain _____ dated _____
(Mortgage/Deed of Trust/Contract)
_____, recorded as Auditor's File No. _____.

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM

- (b) **EQUITY OF SELLER PAID IN FULL.** If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Purchaser will be deemed to have assumed said encumbrances as of that date. Purchaser shall thereafter make payments directly to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Purchaser a fulfillment deed in accordance with the provisions of paragraph 8.
- (c) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any payments on any prior encumbrance, Purchaser may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Purchaser will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Purchaser may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Purchaser in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Purchaser makes such delinquent payments on three occasions, Purchaser shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.
7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions, and reservations in addition to the obligations assumed by Purchaser and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM

8. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
9. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due, Purchaser agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.
10. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Purchaser in writing.
11. **POSSESSION.** Purchaser is entitled to possession of the property from and after the date of this Contract or _____, whichever is later, subject to any tenancies described in paragraph 7.
12. **TAXES, ASSESSMENTS, AND UTILITY LIENS.** Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural, or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
13. **INSURANCE.** Purchaser agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Purchaser plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Purchaser. Purchaser may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.
14. **NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS.** If Purchaser fails to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus

a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. **CONDITION OF PROPERTY.** Purchaser accepts the property in its present condition and acknowledges that Seller, his/her agents, and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.
16. **RISK OF LOSS.** Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.
17. **WASTE.** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of Seller.
18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
19. **CONDEMNATION.** Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
20. **DEFAULT.** If the Purchaser fails to observe or perform any term, covenant, or condition of this Contract, Seller may:
 - (a) Suit for Installments. Sue for any delinquent periodic payment; or
 - (b) Specific Performance. Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
 - (c) Forfeit Purchaser's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title, and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
 - (d) Acceleration of Balance Due. Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within 30 days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge, and reasonable attorney's fees and costs.
 - (e) Judicial Foreclosure. Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
22. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
24. **ATTORNEY'S FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at _____
_____ and to the Seller at _____
_____ or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.
26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.
27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Purchaser.
28. **OPTIONAL PROVISION – SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Purchaser may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Purchaser owns free and clear of any encumbrances. Purchaser hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

N/A
SELLER

INITIALS:

PURCHASER

29. **OPTIONAL PROVISION -- ALTERATIONS.** Purchaser shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

PURCHASER

- N/A
30. **OPTIONAL PROVISION -- DUE ON SALE.** If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Purchaser's interest in the property of this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

PURCHASER

- N/A
31. **OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Purchaser elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Purchaser agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

PURCHASER

- N/A
32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____ Such "reserve" payments from Purchaser shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Purchaser and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Purchaser agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

PURCHASER

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

PURCHASER

Leonard L. Little
Leonard L. Little POA FOR
Lally Antikarov

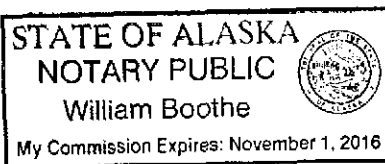
[Signature] 6/4/2016
NAUHA 6/4/2016

STATE OF *Alaska*
COUNTY OF *Juneau*

ss.

I certify that I know or have satisfactory evidence that *JAMES ALBRECHT + NICOLE ALBRECHT*
(is/are) the person(s) who appeared
before me, and said person(s) acknowledged that *signed this instrument and acknowledged it to be*
free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: *6/4/16*



William Boothe
Notary name printed or typed: *WILLIAM BOOTHE*
Notary Public in and for the State of *ALASKA*
Residing at *824 ASPEN AVE, JUNEAU, AK 99801*
My appointment expires: *11/1/16*

Legal Description:

LOT 6, "PLAT OF HILLTOP HAVEN DIVISION NO. III", ACCORDING TO THE PLAT RECORDED
IN VOLUME 14 OF PLATS, PAGE 78.

STATE OF Washington
COUNTY OF Snohomish

ss.

I certify that I know or have satisfactory evidence that Leonard L. Whitmore

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledged it to be of his free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 6/6/16
Notary Public
State of Washington
ELISSA J MCBEE
My Appointment Expires Mar 29, 2018

Elissa J MCBEE
Notary name printed or typed:
Notary Public in and for the State of Washington
Residing at Sedro Woolley, WA
My appointment expires: March 29, 2018

STATE OF Washington
COUNTY OF Snohomish

ss.

I certify that I know or have satisfactory evidence that Leonard L. Whitmore POA for Sally A. Whitmore

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the POA of Sally A. Whitmore to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 6/6/16

Elissa J MCBEE
Notary name printed or typed:
Notary Public in and for the State of Washington
Residing at Sedro Woolley, WA
My appointment expires: March 29, 2018

Notary Public
State of Washington
ELISSA J MCBEE
My Appointment Expires Mar 29, 2018

STATE OF
COUNTY OF

ss.

I certify that I know or have satisfactory evidence that

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that

signed this

instrument, on oath stated that

authorized to execute the instrument and acknowledge it as

the

of

to

be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated:

Notary name printed or typed:

Notary Public in and for the State of

Residing at

My appointment expires:



Skagit Regional Clinics

A department of Skagit Valley Hospital

04/05/2013

Sally Whitmire
624 Lilac Dr
Mount Vernon, WA 98273

Sally Whitmire is under my care for dementia. It is my opinion that she is incapable of managing her affairs.

Sincerely,

Patti J. Brettell MD

MOUNT VERNON

Phone: (360) 428-2500

Fax: (360) 428-6485

STANWOOD

Phone: (360) 629-1600

Fax: (360) 629-1644

SEDRO-WOOLLEY

Phone: (360) 856-4222

Fax: (360) 854-2792

ANACORTES

Phone: (360) 293-0308

Fax: (360) 299-3153

CARDIOLOGY

ANACORTES

Phone: (360) 336-9757

Fax: (360) 336-2088

CAMANO ISLAND

Phone: (360) 387-5398

Fax: (360) 387-6719

UROLOGY -

MOUNT VERNON

Phone: (360) 424-7991

Fax: (360) 428-4377

UROLOGY -

Phone: (360) 293-2173

Fax: (360) 299-0910

CASCADE SKAGIT HEALTH ALLIANCE

Phone: (360) 618-5000

Fax: (360) 659-9834

www.srclinics.org

RECORDED AT THE REQUEST OF:

Stiles & Stiles, Inc., P.S.
P.O. Box 228
Sedro-Woolley, Washington 98284

GENERAL DURABLE POWER OF ATTORNEY

Sally A. Whitmire, the undersigned individual, domiciled and residing in the State of Washington, designates the following named person as Attorney in Fact to act for the undersigned as the Principal.

1. Designation. Leonard L. Whitmire is designated as Attorney in Fact for the Principal. If Leonard L. Whitmire is unwilling or unable to act as Attorney in Fact for the Principal, then Scott A. Whitmire and Debra A. Andresen are designated as alternate Co-Attorney in Fact.

2. Powers.

(a) General 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. Without limiting the powers herein, the Attorney in Fact shall have full power, right and authority to sell, lease, rent, exchange, mortgage and otherwise deal in and with any and all property, real or personal, belonging to the Principal the same as if he or she were the absolute owner thereof. In addition, the Attorney in Fact shall have specific powers including, but not limited to, the following:

(i) Accounts Receivable: To demand, sue for, recover, collect and receive all sums of money, debts, accounts, legacies, rents, interest,

dividends, annuities, insurance proceeds and other intangible amounts which are now due or shall hereafter become due, and which belong to me and to use all lawful means for the recovery thereof, including but not limited to levy, attachment, and garnishment, and to compromise and settle any claims for funds due me

(ii) **Accounts Payable:** To pay any just and lawful debt, account, rent, interest, Principal, judgments or other demands which are now due or may hereafter become due, owing or payable by me.

(iii) **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 assets of the Attorney in Fact and obtain reimbursement out of the Principal's funds or other assets.

(iv) **Beneficiary Designations.** The Attorney in Fact shall have authority to make, amend, alter or revoke any of the Principal's life insurance beneficiary designations and retirement plan beneficiary designations so long as in the sole discretion of the Attorney in Fact such action would be in the best interests of the Principal and those interested in the Principal's estate.

(v) **Transfers to Trust.** The Attorney in Fact shall have the authority to make transfers of the Principal's property, both real and personal, to any trust created by the Principal of which the Principal is the primary beneficiary during the Principal's lifetime.

(vi) **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 (1) actions for attachment, execution, eviction, foreclosure, indemnity and any other proceedings for equitable or injunctive relief; and (2) legal proceedings in connection with the authority granted in this instrument.

(vii) **Real Estate:** To agree to purchase or sell any real estate or interest therein by written earnest money agreement or other written document, to purchase or sell real estate or any interest therein by deed, real estate contract or other appropriate document, to take possession of any real estate owned by me by any lawful means and to institute suit for such possession if necessary. In this regard, my Attorney in Fact shall have the right to institute suit for unlawful detainer, foreclosure of mortgage or quiet title and to forfeit any real estate contract or foreclose any deed of trust by judicial or nonjudicial means, to rent real estate for my use or rent any real estate belonging to me to others and execute any rental agreements or leases on my behalf, to plat, subdivide and develop any real estate owned by me and to dedicate any plat, street, alley or public way, to authorize and contract for any improvements to or repairs to real estate owned by me. To carry out the terms of this paragraph and without

limiting the authority of my Attorney in Fact, my Attorney in Fact shall have the authority to execute any and all documents on my behalf including but not limited to, escrow, collection and closing instructions, closing statements and loan applications.

(viii) Personal Property: To agree to purchase or sell any personal property or interest therein by written document, to purchase or sell any personal property or interest therein by bill of sale or other appropriate document, to rent personal property for my use or rent personal property belonging to me to others and execute any rental agreements or leases on my behalf, to take possession of any personal property owned by me by any lawful means and to institute suit for such possession if necessary to authorize and contract for any improvements to or repairs to personal property owned by me.

(ix) Loans and Investments: To loan and invest any monies now in my possession or hereafter acquired by me and to accept any note, mortgage, deed of trust or security interest in any tangible or intangible personal property as my Attorney in Fact shall think fit and to release, satisfy or reconvey in whole or in part any such security interest.

(x) Borrowing: To borrow any funds in my name, secured or unsecured, in such amount and upon such terms and conditions as my Attorney in Fact shall think fit, and to execute any note, mortgage, deed of trust, or security interest in any tangible or intangible personal property in such manner as my Attorney in Fact shall think fit.

(xi) Bank Accounts: To make deposits to and withdrawals from and to open and close any savings or checking account or any certificate of deposit or money market fund or investment in my name alone, or in my name and the names of others, and to carry out the terms of this paragraph, to endorse my name on any check, draft or money order for deposit into such account.

(xii) Safe Deposit Box: To have access to the contents of any safe deposit box in my name or in my name and the names of others.

(xiii) Business or Farm Property: To operate any business or farm property in such manner as my Attorney in Fact shall think fit, including the right to exercise with respect to the management and disposition thereof all of my rights and powers, including the authority to broaden, limit or change the scope or nature of the business or farm property.

(xiv) Gifts: My Attorney in Fact is authorized to make annual gifts to my spouse and to any lawful descendant of mine, provided such gift shall not exceed the annual gift tax exclusion allowed by the Internal

Revenue Code or the law of any state in which I am domiciled at the time such gift is made. In making any such gift my Attorney in Fact shall consider a pattern of giving established by me, 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 and other estate planning considerations. My attorney in fact shall not breach any fiduciary duty to me by reason of gifts made or withheld in good faith.

(xv) Disclaimers: My Attorney in Fact is authorized 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 beneficiary. In disclaiming, my Attorney in Fact may rely with acquittance on the advice of my attorney regarding my estate planning objectives.

(xvi) Estate Planning: My Attorney in Fact is granted the authority to revoke on my behalf any community property agreement, joint tenancy agreement or revocable trust. I do not intend that my Attorney in Fact change my estate plan, keeping in mind, however, the fact that tax and distribution laws change and the needs of my spouse and descendants may change and to that end, I grant my Attorney in Fact the power set forth in this paragraph for the purpose of reducing death taxes and to facilitate the transfer of property at the time of my death.

(b) Health Care Decisions.

(i) General Statement of Authority Granted. The Attorney in Fact shall have full power and authority to make health care decisions for the Principal to the same extent that the Principal could make such decisions for the Principal if the Principal had the capacity to do so. In exercising this authority, the Attorney in Fact shall make health care decisions that are consistent with the Principal's desires as stated in this document or otherwise made known to the Attorney in Fact, including, but not limited to, the Principal's desires concerning obtaining or refusing or withdrawing life-prolonging care, treatment, services, and procedures. "Health care decisions" shall include consent, refusal of consent, or withdrawal of consent to any care, treatment, service, or procedure to maintain, diagnose, or treat the Principal's physical condition.

(ii) Inspection and Disclosure of Health Information. The Attorney in Fact has the power and authority to do all of the following:

(A) Request, review, and receive any information verbal or written, regarding the Principal's physical or mental health, including, but not limited to, medical and hospital records.

(B) Execute, on the Principal's behalf, any releases or other documents that may be required in order to obtain the above information.

(C) Consent to the disclosure of the above information.

(D) Consent to the donation of any of the Principal's organs for medical purposes.

(iii) **Signing Documents, Waivers, and Releases.** Where necessary to implement the health care decisions that the Attorney in Fact is authorized by this document to make, the Attorney in Fact has the power and authority to exercise and execute, on the Principal's behalf, all of the following:

(A) Documents titled or purporting to be a "Refusal to Permit Treatment" and "Leaving Hospital Against Medical Advice."

(B) Any necessary waiver or release from liability required by a hospital or physician.

(iv) **Prior Designations Revoked.** This durable power of attorney revokes any prior durable power of attorney for health care.

3. **Intent to Obviate Need for Guardianship.** It is the Principal's intent that the powers given to the Attorney in Fact designated herein be interpreted to be so broad as to obviate the need for the appointment of a guardian for the person or estate of the Principal. If the appointment of a guardian or limited guardian of the person or estate of the Principal is sought, however, the Principal nominates the then acting Attorney in Fact designated above, if any, as the Principal's guardian or limited guardian, or if no one is then acting as Attorney in Fact, the Principal nominates the persons designated above as Attorney in Fact and alternate Attorney in Fact as guardian or limited guardian, in the same order of priority.

4. **Effectiveness.** This Power of Attorney shall become effective upon the disability or incompetency of the Principal. Disability shall include the inability of the Principal to manage his or her 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 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 confinement, detention or disappearance. Incompetence may be established by a finding of a Court having jurisdiction over the incompetent Principal.

5. **Duration.** This Power of Attorney becomes effective as provided in Section 4 and shall remain in effect to the extent permitted by the laws of the State of Washington or until revoked or terminated under Sections 6 or 7, notwithstanding any uncertainty as to whether the Principal is dead or alive.

6. **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, and if the same has been recorded, then by recording the written instrument of revocation with the Auditor of the county where the Power of Attorney is recorded.

7. **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 as to the powers enumerated in subsection (a) of Section 2 herein. The appointment of a guardian of the person empowers the guardian to revoke, suspend or terminate, with court approval, those powers concerning health care decisions as enumerated in subsection (b) of Section 2 herein.

(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.

8. **Accounting.** The Attorney in Fact shall be required to account to any subsequently appointed personal representative or guardian.

9. **Reliance.** The designated and acting Attorney in Fact and all persons dealing with the Attorney in Fact shall be entitled to rely upon this Power of Attorney so long as neither the Attorney in Fact nor any person with whom he or she was dealing at the time of any act taken pursuant to this Power of Attorney had received actual knowledge or actual notice of any revocation, suspension or termination of the Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the Principal. In addition, third parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

10. **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.

11. **Applicable Law.** The laws of the State of Washington shall govern this Power of Attorney.

12. **Execution.** This Power of Attorney is signed on the 20th day of March 2003 to become effective as provided in Section 4.

Sally A. Whitmire

Sally A. Whitmire

SS#: 539-32-4775

DOB: January 12, 1936

State of Washington) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that **Sally A. Whitmire** 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 this 25th day of March 2003.

Brian L. Stiles

Notary Public in and for the
State of Washington, residing in

Adrian Wally
commission expires: 8/1/05

