

When recorded return to:
Duane M. Gilliland and Pattie L. Gilliland
885 Keta Ave
Burlington, WA 98233



201608020058

Skagit County Auditor

\$126.00

8/2/2016 Page

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4 11:35AM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620028141

CHICAGO TITLE

4/76

DOCUMENT TITLE(S)

General Durable Power of Attorney

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Freda D Gilliland

☐ Additional names on page _____ of document

GRANTEE(S)

Duane M Gilliland

☐ Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

Unit(S): 7 Condo: THE CEDARS, A CONDO

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

P112568 / 4705-000-007-0000

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.019 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Kelly LaFollette, agent for Chicago Title Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

GENERAL DURABLE POWER OF ATTORNEY

1. Designation. I, **FREDA D. GILLILAND** (the "Principal") designate **DUANE M. GILLILAND** as attorney-in-fact for the Principal. If he is unable or unwilling so to act, I designate **KAREN J. KRAMER** as alternate, with **DENNIS R. GILLILAND** as next alternate, to serve with the same powers and authority.

2. Effectiveness; Duration. This power of attorney shall become effective immediately and shall continue until revoked or terminated under paragraph 4, notwithstanding any uncertainty as to whether the Principal is dead or alive and regardless of the disability or incompetence of the Principal.

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 limitation, 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 or any interest in real property.

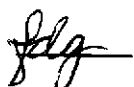
3.2 Personal Property. The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 Financial Accounts. The attorney-in-fact shall have the authority to deal with 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 Moneys Due. The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all moneys, 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



FREDA D. GILLILAND, DURABLE POA, P. 1

**JOHN H. DARROW
ATTORNEY AT LAW**

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Issaquah, WA 98027
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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 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.

4. 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.

5. 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.

6. 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 representative of the Principal.

7. 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.

 FREDA D. GILLILAND, DURABLE POA, P. 2

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8. Guardian Nomination. If it becomes necessary to appoint a guardian of the person and/or estate of the principal, the principal nominates the person designated in Paragraph 1 herein as that guardian.

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

DATED this 24 day of August, 2001.

Freda D. Gilliland
FREDA D. GILLILAND

STATE OF WASHINGTON

COUNTY OF KING

ss:

On this day personally appeared before me **FREDA D. GILLILAND**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of August, 2001.



John H. Darrow
NOTARY PUBLIC in and for the State of
Washington, residing at Fall City
My Appointment Expires: 1/26/03

fdg

FREDA D. GILLILAND, DURABLE POA, P. 3

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