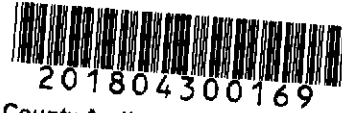


WHEN RECORDED RETURN TO:

Cynthia Ristow
5812 SR 9
Sedro Woolley, WA 98284



201804300169

Skagit County Auditor

4/30/2018 Page

1 of

\$79.00
6 2:13PM

DOCUMENT TITLE(S):

General Durable Power of Attorney

GUARDIAN NORTHWEST TITLE CO.

115808

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Carol Ann Loftus, as her separate property

GRANTEES:

Cynthia Loftus Riston

ABBREVIATED LEGAL DESCRIPTION:

Unit 733, Building 1 , Cascade Palms Condominium Phase 1,

TAX PARCEL NUMBER(S):

P119763, 8042-000-002-0000

GENERAL DURABLE POWER OF ATTORNEY

(RCW 11.94)

Effective Immediately

I, Carol Ann Loftus, the undersigned Principal, domiciled and residing in the State of Washington, hereby designate and appoint Cynthia Loftus Ristow as my Attorney-in-Fact. If for any reason my first designated Attorney-in-Fact is unable to serve, then I designate and appoint Richard Alan Ristow instead. If guardianship of my person or estate becomes necessary or desirable, I nominate the above-named Attorney-in-Fact (or alternate, if necessary) to serve as my guardian.

I direct that this document shall be liberally construed to give effect to its plain meaning. This document and all issues relating to it shall be governed by the laws of the State of Washington.

So long as neither the Attorney-in-Fact nor any person with whom the Attorney-in-Fact was dealing at the time received actual knowledge of revocation or termination of this power of attorney, by death or otherwise, then the Attorney-in-Fact and such persons dealing with the Attorney-in-Fact shall be entitled to rely upon this power of attorney. Any action taken shall therefore be binding upon the Principal, heirs, legatees, devisees, guardians, agents, and personal representatives of the Principal.

1. **Effective Date/Duration.** This Power of Attorney shall become effective immediately upon execution and, unless revoked or terminated as provided in paragraphs 4 and 5 below, shall continue in effect and shall not be affected by the disability or incompetence of the Principal, including 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, or chronic intoxication determined in all such cases by my physician in writing; or for confinement, detention by a foreign power, or disappearance as stated in writing by a person with knowledge of any of those said conditions.

2. **Powers.** The Attorney-in-Fact shall act as fiduciary for the Principal and, as such, have all powers of absolute ownership over all assets and liabilities of the Principal, whether located within or without the State of Washington, including, without limitation, the power and authority to do any of the following:

2.1 Pay, settle, or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, (a) use any of the Principal's funds or other assets, or use funds or other assets of the Attorney-in-Fact and obtain reimbursement from the Principal's funds or other assets, and (b) compromise any such claim and make, sign, seal, and deliver acquittances, releases, or other sufficient discharges or proper documents in respect of the same;

2.2 Ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, accounts, gifts, legacies, bequests, devises, dividends, annuities, demands, interests in real and personal property, and rights to the possession or use of such property, and, in doing so, (a) have, use, and take all lawful ways and means in the Principal's name or otherwise for the recovery thereof by attachment, execution, eviction, foreclosure, or otherwise and (b) compromise and agree for and make, sign, and deliver acquittances, releases, or other sufficient discharges and proper documents in respect of the same;

2.3 Bargain, contract, agree for, purchase, receive, and take lands and any interest therein, and accept the possession of all lands and all deeds and other assurances in the law therefor;

2.4 Lease, sell, release, convey, exchange, mortgage, and release any mortgage on lands, and any interest therein;

2.5 Bargain and agree for, buy, sell, pledge, assign, endorse, release, exchange, mortgage, release any mortgage on, and in any and every way and manner deal in and with goods, bonds, shares of stock, causes of action, judgments, and other property in possession or in action;

2.6 Purchase United States Treasury Bonds which may be redeemed at par in payment of federal or state taxes;

2.7 Exercise any and every right and power which the Principal may now or hereafter have in respect to any and all savings, checking or agency accounts and any and all safe deposit boxes and envelopes or other safekeeping accounts to which the Principal has a right of access in any financial institution as defined by RCW 30.22.040, including, without limitation, the power and authority to open any and all such accounts for the Principal in the Principal's name, to give instructions in respect of and make deposits and withdrawals from any and all such accounts whether or not the same have been opened by the Attorney-in-Fact, and to enter any safety deposit box to which the Principal has a right of access;

2.8 Make any transfer of resources not prohibited under RCW Chapter 74.09, as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying me for state or federal medical care assistance or a limited casualty program for the medically needy, or for the purpose of preserving for my spouse, other relative or domestic partner, the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance, or in anticipation of such application and for the purpose of avoiding a Medicaid Recovery Lien;

2.9 Make, do, and transact all and every kind of business of every kind and description;

2.10 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 to be done in or about the exercise of the powers and authority hereinabove granted to the Attorney-in-Fact as fully to all intents and purposes as the Principal might or could do if personally present;

2.11 Deal on my behalf with the United States Department of the Treasury, Internal Revenue Service, and Social Security Administration and any and all agencies of federal and state government(s) whether enumerated herein or not;

2.12 Employ and compensate from my estate attorneys and other professionals whose assistance or advice the Attorney-in-Fact may deem necessary;

2.13 My Attorney-in-Fact shall keep accurate records of my financial affairs, including documentation of all transactions in which the Attorney-in-Fact is involved. My Attorney-in-Fact shall account for all actions taken by my Attorney-in-Fact for or on behalf of me upon request by me, any guardian or limited guardian of my estate or of my person, any subsequently appointed Attorney-in-Fact, any successor Attorney-in-Fact acting in such capacity, any primary or alternate Attorney-in-Fact named herein, and/or to any subsequently appointed personal representative of my estate.

3. **Limitation on Powers.** RCW 11.94.050 governs the matter of limitations.

4. **Revocation.** Except during a period of disability or incompetency, this Power of Attorney may be revoked, suspended, or terminated in writing by the Principal by written notice to the designated Attorney-in-Fact or by recording a written instrument of revocation in the office of the Recorder or Auditor of Skagit County, Washington, with a copy thereof given to the Attorney-in-Fact.

5. **Termination.** This power terminates as follows:

5.1 **By Appointment of Guardian.** The appointment of a Guardian of the Estate or of the Person of the Principal vests in Guardian the power to revoke, suspend, or terminate this Power of Attorney after court approval of such revocation, suspension, or termination. The appointment of a Guardian of the Person only does not empower that Guardian to revoke, suspend, or terminate this Power of Attorney without prior specific court approval.

5.2 **By Death of Principal.** The death of the Principal shall terminate this Power of Attorney upon the Attorney-in-Fact receiving actual knowledge or actual notice of such death.

6. **Hold Harmless-Indemnity.** I make this grant of power with confidence that my Attorney-in-Fact is a person of good judgment who knows me well. The estate of the Principal shall defend, protect, hold harmless, and indemnify the Attorney-in-Fact from all liability for acts or omissions occurring in good faith reliance on this instrument, but not as to any species of fraud upon the Principal for any claim for any damages arising from his or her reliance on this instrument.

7. **Interpretation and Savings Clause.** The organization of this instrument, its designation of its parts, paragraph numbering, and other like aspects are matters of clerical convenience only and not intended to have any other significance. This instrument shall be read and construed as an integrated whole. Any part that is determined to be null, void, or of no effect shall, however, fail alone, and all remaining provisions shall remain in effect.

SIGNED THIS 27th DAY OF January, 2009

Signature: Carol Ann Loftus

Name Printed: CAROL ANN LOFTUS

Domiciled and residing at:

733 Cascade Palms Ct., Sedro-Woolley, Wa
98284

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss.

This is to certify that on this 27th day of JANUARY, 2009, before me personally appeared CAROL ANN LOFTUS, known to me to be the individual described in and who executed the foregoing General Durable Power of Attorney, and acknowledged to me that said person signed and sealed the same as the person's 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.

Notary Public
State of Washington
JANELLE L HILL
My Appointment Expires Jan 29, 2011

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at SNODGMISH CO.
My Commission expires JAN 29, 2011