

After Recording, please return to:

Land Title & Escrow of Skagit & Island County
111 E George Hopper Rd.
Burlington, WA 98233

LAND TITLE AND ESCROW
02-177301-OE

Recording Cover Page

<p>Document Title(s) (for transactions contained therein): 1. Standby Durable Power of Attorney 2. 3. 4.</p>
<p>Reference Number(s) of Documents assigned or released: (on page ____ of documents(s))</p>
<p>Grantor(s) 1. Marcia Thorniley 2. 3. 4.</p> <p>Additional Names on page _____ of document.</p>
<p>Grantee(s) 1. Sandra Tucker 2. 3. 4.</p> <p>Additional Names on page _____ of document.</p>
<p>Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Lots 23, Creekside Village Phase II</p> <p>Additional legal is on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number 4536-000-023-0008, P83998</p>
<p>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

**STANDBY DURABLE POWER OF ATTORNEY
OF MARCIA KAY THORNILEY**

I, MARCIA KAY THORNILEY, a resident of Washington, do hereby appoint my friend, SANDRA GENE TUCKER, as my attorney-in-fact and agent ("Agent") to exercise on my behalf and for my benefit all powers I would have if alive, competent, and acting myself, subject only to the limitations set forth herein; provided, however, that if Sandra is or becomes unable or unwilling to serve, I appoint my daughter, SUZANNE KAY JOSEPH, to serve as my Agent.

**ARTICLE 1
GENERAL POWERS**

This grant of authority includes, without limitation, the following powers:

1.1 Banking. My Agent may sign, endorse, cash, or negotiate any checks or warrants; open, close, and make deposits or withdrawals to or from any checking or savings accounts at any bank, savings and loan association, or similar depository; and open any safe deposit box to which I have a right of access.

1.2 Possession of Assets. My Agent may demand, recover, and receive all sums of money, goods, or other personal property, tangible or intangible, from any person or entity.

1.3 Personal Property. My Agent may purchase, sell, exchange, or otherwise acquire or dispose of any goods, shares of stock, bonds, or other personal property, tangible or intangible, for such amounts and on such terms as my Agent deems advisable, and exercise all voting rights arising out of such property.

1.4 Disposition of Real Property. My Agent may sell, convey, exchange, lease, or encumber any real property or interest therein, in fee simple or otherwise, to any person or entity for such price and on such terms as my Agent deems advisable, and, for these purposes, execute and acknowledge any listing or brokerage agreement, earnest money agreement, contract, deed, lease, or other assurance, under such covenants as my Agent deems advisable.

1.5 Acquisition of Real Property. My Agent may purchase or lease, in fee simple or otherwise, any real property or interest therein for such price, or in exchange for such assets, and on such terms as my Agent deems advisable, and, for these purposes, receive, confirm, make, and execute any contracts, deeds, mortgages, conveyances, leases, promissory notes, or other instruments.

1.6 Possession and Management of Real Property. My Agent may take possession of any real property; enter into a property management agreement for the same; protest or contest any assessments or taxes assessed or levied against the same; contract for any repairs or

alterations of the same; grant any easement in order to effect a sale, exchange, or lease of the same; and collect any rentals derived therefrom.

1.7 **Insurance.** My Agent may insure any goods or other personal property, or any real property or interest therein, at such premiums and for such risks as my Agent deems advisable.

1.8 **Debts.** My Agent may settle, compromise, pay, or collect any debts or claims, for such amounts and on such terms as my Agent deems advisable, and, in particular and without limitation, pay any debts arising from my care or maintenance.

1.9 **Legal Claims and Obligations.** My Agent may defend, compromise, or commence and prosecute through final judgment and execution any legal proceedings that my Agent deems proper, and enter into any stipulations, receipts, discharges, undertakings, or recognizances in connection with such legal proceedings as my Agent deems advisable. In addition, my Agent may satisfy my legal obligations, including, without limitation, my obligation for support.

1.10 **Medical Consents.** During any period in which I do not have a more specific power of attorney for health care decisions in effect my Agent may authorize access to and the use and disclosure of protected health information as provided in the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, and the regulations promulgated thereunder, and in chapter 70.02 of the Revised Code of Washington ("RCW"). I nominate my Agent as personal representative for these purposes. I specifically authorize the release of information relating to the determination of my disability under Paragraph 2.2, and, notwithstanding Paragraph 2.1, my Agent's authority regarding release of information relating to my disability shall be effective immediately. I intend that my Agent shall be a person authorized to consent to health care on my behalf pursuant to RCW 70.02 for the purpose of access to and disclosure of medical records and health care information to the extent necessary to establish my disability under Paragraph 2.2.

1.11 **Taxes.** My Agent may handle any and all state, federal, and local tax matters on my behalf, including, but not limited to, exercising the authority to prepare and submit (or have prepared and submitted) income and other tax returns; make elections in connection therewith that may be necessary or proper; pay taxes as may be due; represent me during audits, appeals, and lawsuits related to any tax return; appoint a representative to represent me in any tax matters; and pay any assessment for interest or penalties levied against me in connection with such tax returns.

1.12 **General.** My Agent may exercise all powers of absolute ownership of all assets and liabilities of every kind and character, wherever located; do and perform all matters and things; transact all business of whatever kind or nature and make all investments; make, execute, and acknowledge all contracts, orders, deeds, mortgages, satisfactions, leases, and assignments,

Carson & Noel PLLC
20 Sixth Avenue NE
Issaquah, WA 98027
425-837-4717

and all other writings, assurances, and instruments of every kind that may be necessary or proper to effectuate any transaction referred to above or that affect me or my property; all with the same powers and with the same validity as I could, if personally present and competent; and I hereby ratify and confirm whatsoever my Agent shall or may do by virtue hereof.

ARTICLE 2 TERMS AND CONDITIONS

THE FOREGOING IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

2.1 Duration of Power. Except as specifically provided in Paragraph 1.10, this power of attorney shall become effective upon my disability and shall remain in effect while I am disabled.

2.2 Determination of Disability. For purposes of this document, a person shall be deemed disabled whenever it is determined by a court of competent jurisdiction or two licensed, board-certified physicians who are unrelated to the principal or Agent, that such person is unable to manage property or business affairs in a prudent manner by reason of mental or physical illness, deficiency, disease, accident, chronic use of drugs or alcohol, advanced age, or any other disability, or whenever my Agent attests that such person is confined in an institution, is being detained by a foreign power, or has disappeared.

2.3 Reliance. All persons dealing with my Agent shall be entitled to rely with acquittance upon this power of attorney or photocopies hereof, provided that my disability is substantiated by a signed writing or photocopy thereof, presented by my Agent along with this instrument, from either (1) a court of competent jurisdiction or two licensed, board-certified physicians who are unrelated to me or my Agent, confirming my disability by reason of mental or physical illness, deficiency, disease, accident, chronic use of drugs or alcohol, advanced age, or other disability, or (2) my Agent affirming that I am confined in an institution, am being detained by a foreign power, or have disappeared. Any acts taken pursuant to this instrument by such persons or my Agent, without actual knowledge or written notice of the revocation or termination of this power of attorney, unless this power of attorney is otherwise invalid or unenforceable, shall be binding on me; my guardian(s), if any; and my heirs, devisees, legatees, and personal representatives.

2.4 Limitation on Powers. Notwithstanding the foregoing general grant of authority to act on my behalf, my Agent shall not have the power to make, amend, alter, or revoke any estate planning or testamentary documents previously executed by me, or any beneficiary designations of my insurance policies, individual retirement accounts, or other retirement plans; nor shall my Agent have the power to make any gifts of my property.

Carson & Noel PLLC
20 Sixth Avenue NE
Issaquah, WA 98027
425-837-4717

2.5 Revocation. I may revoke this power of attorney at any time by giving written or oral notice of such revocation to my Agent and recording a written instrument of revocation with the office of the recorder or auditor of King County, Washington.

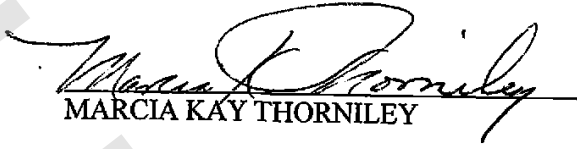
2.6 Termination.

a. By Appointment of Guardian. The appointment of a guardian of my property shall terminate this power of attorney upon written notice or actual knowledge of such appointment being received by my Agent. The appointment of a guardian of only my person shall not terminate this power of attorney. If protective proceedings for my person or my estate are commenced, I nominate my Agent to serve as guardian. If my Agent is unable or unwilling to serve as guardian, he or she may designate an individual or entity to serve as my guardian.

b. By Death of Principal. My death shall terminate this power of attorney upon written notice or actual knowledge of my death being received by my Agent.

2.7 Governing Law. This power of attorney shall be construed in accordance with and governed by the laws of the state of Washington, as now existing or hereafter amended to liberalize the authority granted therein. This document is intended to be valid in any jurisdiction in which it is presented.

DATED this 9th day of December, 2013.


MARCIA KAY THORNILEY

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

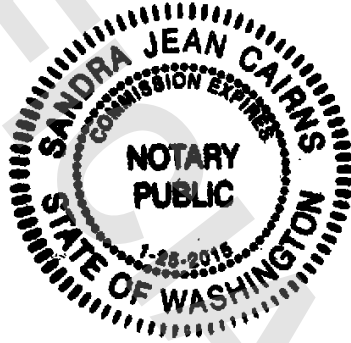
On this day personally appeared before me MARCIA KAY THORNILEY, to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 9th day of December, 2013.

Signature: *Sandra Cairns*

Name (print): SANDRA JEAN CAIRNS

NOTARY PUBLIC in and for the state
of Washington, residing at Redmond, WA
My appointment expires: January 25, 2015



Carson & Noel PLLC
20 Sixth Avenue NE
Issaquah, WA 98027
425-837-4717



12/12/17

To Whom It May Concern:

This letter is regarding my patient, Marcia Thorniley, DOB (3/25/41). She has been examined and found to be unable to make her own financial decisions.

For any questions, please feel free to contact Rosario Assisted Living at 360-293-3174.

Sherry Love- Wenger, ARNP-C

Sherry Love-Wenger ARNP

*Nancy H Hewell MD
360-770-0642*

*Nancy H Hewell MD
360-770-0642*



[Handwritten Signature]

*Rosa Elena Zamora
This 14th day of December 2017
Residing in Skagit County, Washington
Expiration Date: 01/01/2019*