

**When recorded return to:**  
Jesse Small and Brittany Benckendorf  
846 Katelyn Court  
Burlington, WA 98233

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620059376

**DOCUMENT TITLE(S)**

Power of Attorney

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:** \_\_\_\_\_

Additional reference numbers on page \_\_\_\_\_ of document

**GRANTOR(S)**

Ann Marie McMurtry

Additional names on page \_\_\_\_\_ of document

Additional names on page \_\_\_\_\_ of document

**GRANTEE(S)**

Frank L. McMurtry

Additional names on page \_\_\_\_\_ of document

Additional names on page \_\_\_\_\_ of document

**ABBREVIATED LEGAL DESCRIPTION**

LT 4, PLAT OF MAIBEN GLEN DIVS 1 AND 2, REC 201711130061

Complete legal description is on page \_\_\_\_\_ of document

**TAX PARCEL NUMBER(S)**

P133967 / 6047-000-004-0000

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 36.18.010 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."

\_\_\_\_\_  
Signature of Requesting Party

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

## DURABLE POWER OF ATTORNEY

THE UNDERSIGNED domiciled and residing in the State of Washington, as authorized by RCW 11.125 designates the following person as attorney-in-fact.

1. DESIGNATION. I designate and appoint FRANK LYNN McMURTRY to act for me and in my name and stead, as Attorney-in-Fact; (hereinafter "agent").

2. POWERS. The agent shall have all the powers of an absolute owner over the assets and liabilities of the principal, including authority enumerated in RCW 11.125.260-11.125.410, whether located within or without the State of Washington, including, and without limitation, the power and authority to do 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 agent and obtain reimbursement out of the principal's funds or other assets, and (b) compromise any such claim and make, sign, seal and deliver acquittance, releases or other sufficient discharges in respect of the same;

2.2 Ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, retirement accounts, legacies, bequests, devises, dividends, annuities, demands, interests in real and personal property, and rights to 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 acquittance, releases or other sufficient discharges in respect of the same;

2.3 Bargain, contract, lease, agree for, grant options to sell, 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 and release any mortgage on, and in any and every way and manner deal in and with goods, bonds, shares of stock, cause of action, judgment and other tangible or intangible property in possession or in action;

2.6 Purchase United States Treasury bonds which may be redeemed at par in payment of federal estate tax;

2.7 Exercise any and every right and power which the principal may now or hereafter have in respect of any and all savings, checking or agency accounts and any and all safe deposit boxes and envelopes or other safekeeping accounts, in banks, and savings and loan associations and other institutions, 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 in and withdrawals from any such accounts whether or not the same have been opened by the agent; to make, receive, and endorse checks and drafts, acquire and redeem certificates of deposit, execute and release such deeds of trust or other security agreements as may be necessary or proper in the exercise of rights and powers herein granted; to have access at any time to any safe deposit box of the principal and remove all or any part of the contents thereof and to surrender said safe deposit box;

2.8 Make, do and transact any and every kind of business of every kind and description; to conduct or participate in any lawful business of whatever nature for the principal and in the principal's name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to resign any position held by the principal as officer, director, trustee or official of any organization, corporation or association; to carry out the provisions of any agreement for the sale of any business interest in stock therein and exercise voting rights with respect to stock, in person or by proxy, and exercise stock options;

2.9 To apply for title on and endorse and transfer title to any automobile, van, pickup, motorcycle or other motor vehicle and represent on such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those set forth in such transfer assignment;

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 agent as fully to all intents and purposes as the principal might or could do if personally present;

2.11 Authority under Chapter 7.70 RCW, as amended, to provide informed consent to physical and mental health care, including the withholding or withdrawing of nutrition and hydration, consistent with any Directive to Physicians or similar document I have executed;

2.12 In order for my agent to have the necessary information to grant or withhold informed consent, I hereby authorize all medical providers to release to my agent all information contained in my medical records which my agent may request. This authorization is effective immediately and without condition or restriction consistent with the provisions of the Health Insurance Portability and Accountability Act (HIPAA);

2.13 To exercise the principal's rights to distribute property in trust or cause a trustee to distribute property in trust to the extent consistent with the terms of the trust agreement, testamentary instrument or declaration.

3. PURPOSE. The agent shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies and urgent necessities, giving and granting unto said agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as might or could do if personally present; the principal hereby ratifies and confirms all that said agent may or shall lawfully do or cause to be done, by virtue of these presents.

4. EFFECTIVENESS; DURATION. This power of attorney shall become effective immediately, shall not be affected by disability or incompetence of the principal, and shall continue in effect until revoked or terminated under Paragraph 5, notwithstanding any uncertainty as to whether the principal is dead or alive.

5. TERMINATION.

5.1 Termination by Appointment of Guardian. If 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 then this power of attorney shall be effective until revoked, suspended or terminated. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.

5.2 Death. Death of the principal shall terminate this power of attorney but this power of attorney shall remain effective as to any agent designated herein during any question as to whether the principal is dead or alive.

6. TAXES AND TAX RETURNS. The agent shall have authority to execute and submit all federal and state income tax returns and gift tax returns on behalf of the principal and to pay all such taxes as may be due. The agent is further authorized to represent the principal during audits, appeals and lawsuits related to any income or gift tax return filed on behalf of the principal, and to

