

2019-086446

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

2019 Dec 13 11:05 AM

DURABLE POWER OF ATTORNEY

I, David W. Slayton, residing at, Whiting, Indiana 46394, hereby appoint Frederick E. Slayton, of Eau Claire, Wisconsin 54703, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This Power of Attorney shall not be affected by my subsequent incapacity.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me.

However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
 - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
 - c. Have access to any safe deposit box that I might own, including its contents.
2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel.
3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
4. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL

Kim A. Diaz
Meridian Title

19-37377
Hold for Meridian Title

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6863

5. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
6. Enter into binding contracts on my behalf.
7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.
8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.
9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber my homestead as described in the attached Exhibit.
10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
- Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.
 - Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.
 - Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.
11. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.
12. To utilize my assets to fund a trust not created by me, but to which I have either established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.
13. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependents, heirs or devisees. This shall include the creation, modification or revocation of

any inter vivos, family living, irrevocable or revocable trusts.

14. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

15. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. An Agent is not liable for the actions of another Agent, including a Co-Agent or Predecessor Agent, unless the Agent participates in or conceals a breach of fiduciary duty committed by the other Agent. An Agent who has knowledge of a breach or imminent breach of fiduciary duty by another Agent must notify me and, if I am incapacitated, take whatever actions may be reasonably appropriate in the circumstances to safeguard my best interest.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

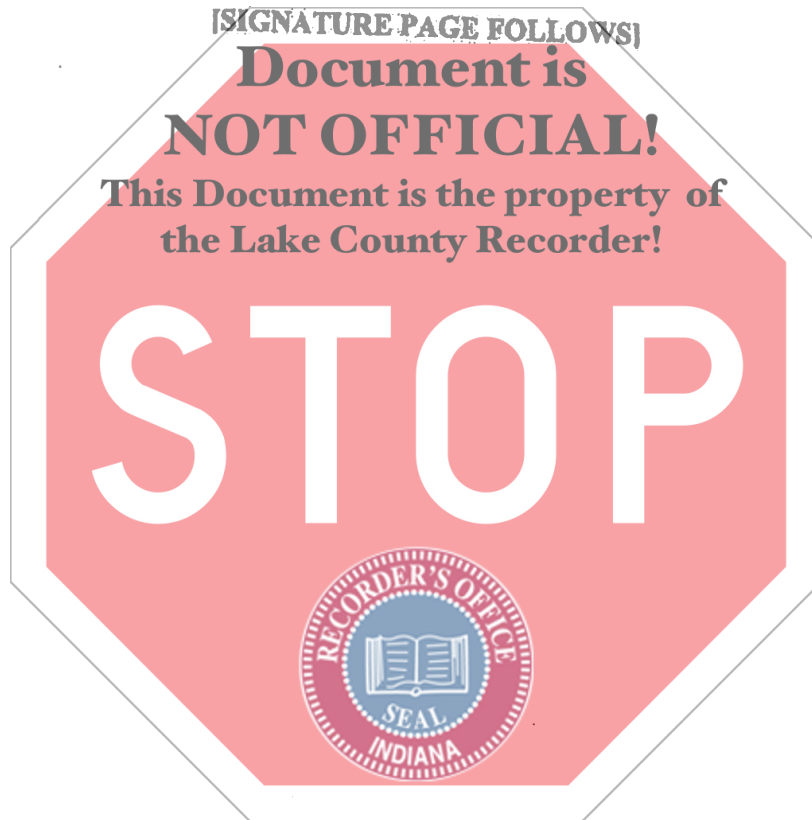
My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any Agent (including any Successor) named by

me who is acting under this Power of Attorney at the time of reference.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.



Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public and at least one witness. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

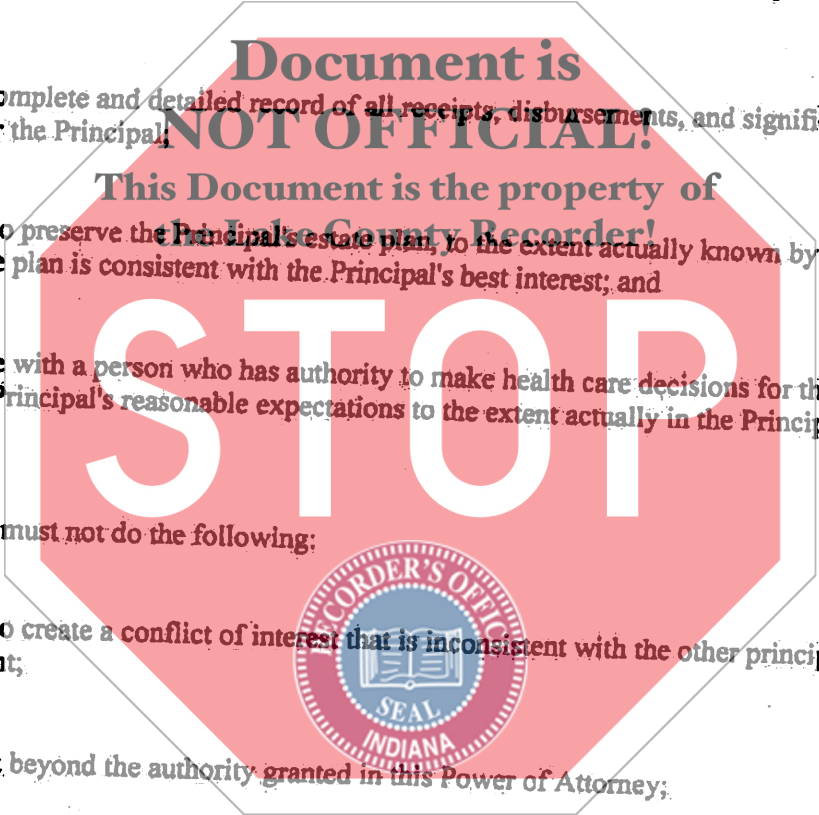
Notice to Agent:

When you accept the authority granted under this Power of Attorney a special legal relationship, known as agency, is created between you and the Principal. Agency imposes upon you duties until you resign or the Power of Attorney is terminated or revoked. As Agent you must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property;
- (2) act in good faith for the best interest of the Principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the Principal;
- (4) attempt to preserve the Principal's estate plan, to the extent actually known by the Agent, if preserving the plan is consistent with the Principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the Principal to carry out the Principal's reasonable expectations to the extent actually in the Principal's best interest.

As Agent you must not do the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this Power of Attorney;
- (3) commingle the Principal's funds with your funds;
- (4) borrow funds or other property from the Principal, unless otherwise authorized;
- (5) continue acting on behalf of the Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney, such as the death of the



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Principal, your legal separation from the Principal, or the dissolution of your marriage to the Principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the Principal. You must disclose your identity as an Agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name "as Agent" in the following manner: "(Principal's Name) by (Your Name) as Agent".

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of this Power of Attorney.

If you violate your duties as Agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: Sep 25, 2018

Signed:


Frederick E. Slayton

Prepared by Frederick E. Slayton
11236 S. 72nd Ave
Eau Claire, WI 54703
715-933-0829



Dated September, 25, at Hillside, Illinois.

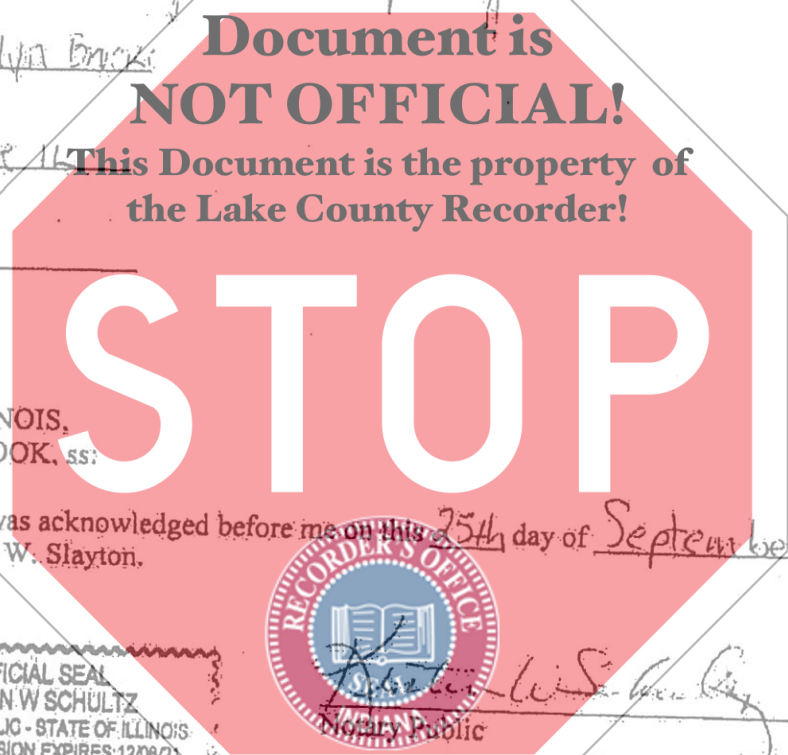
David W. Slayton
David W. Slayton

Witness Signature: Jessilyn A. Brack / Jessilyn A. Brack

Name: Jessilyn Brack

City: Hillside IL

State: IL



STATE OF ILLINOIS,
COUNTY OF COOK, ss:

This instrument was acknowledged before me on this 25th day of September, 2019 by David W. Slayton.



OFFICIAL SEAL
KRISTIN W. SCHULTZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/06/21

Kristin W. Schultz
My commission expires 12-06-2021

Return to:
Prepared By Frederick E. Slayton
1636 S. 72nd Ave.
Evanston, WI 54703

I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each social security number in
this document, unless required by law.

Name Kim A. Diaz
Kim A. Diaz

WITNESS ATTESTATION

The undersigned witness certifies that David W. Slayton, known to me to be the same person whose name is subscribed as Principal to the foregoing Power of Attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the Principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the Principal or any Agent or Successor Agent under the foregoing Power of Attorney, whether such relationship is by blood, marriage, or adoption; or (d) an Agent or Successor Agent under the foregoing Power of Attorney.

Dated: 9/25/19

Jesselyn Brucki
Signed

Jesselyn Brucki
Printed

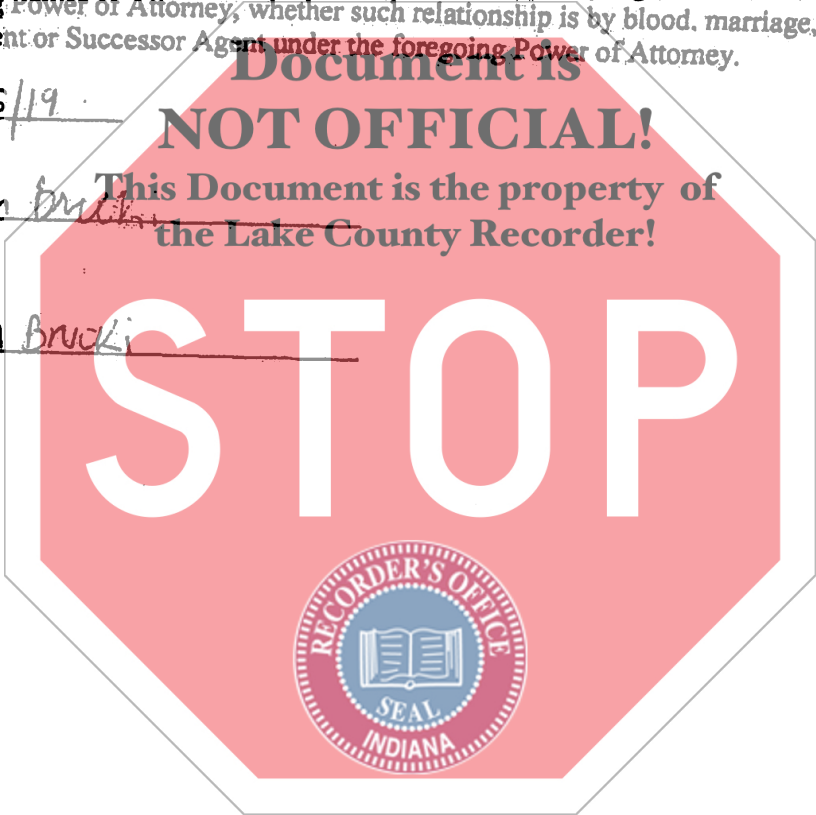


EXHIBIT "A"

Property Address: 2841 New York Avenue, Whiting, IN 46394
File No.: 19-37377

Lot 27 and the North 15 feet of Lot 26 in Block 7 in Wilcox First Addition to Whiting, as per plat thereof, recorded in Plat Book 2, page 51, in the Office of the Recorder of Lake County, Indiana.

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

