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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

DURABLE GENERAL POWER OF ATTORNEY

CTNW2200w37

By this Durable General Power of Attorney, I name an attorney-in-fact with power to act on my behalf pursuant to Indiana Code (I.C.) 30-5-5, subsections 2 - 15, 18, and 19, as it exists now and is amended in the future, except as specifically omitted herein.

I, **Kathryn Cruz**, of Crown Point, Lake County, State of Indiana, being at least eighteen (18) years of age and mentally competent, do hereby designate my daughter, **Mary Miranda Cruz**, of Indianapolis, Marion County, State of Indiana, my true and lawful attorney-in-fact.

Alternatively, in the event **Mary Miranda Cruz** is unable or unwilling to serve, or ceases to serve, as my attorney-in-fact, I do hereby designate my son, **Shawn Christopher Cruz**, of Dyer, Lake County, State of Indiana, my true and lawful successor attorney-in-fact.

A copy of this power shall be as effective as the original.

1. EFFECTIVE DATE:

This Power of Attorney shall become effective immediately upon execution.

This Durable General Power of Attorney shall not be affected by subsequent disability or incapacity of the principal, or lapse of time, it being my intention to create a durable power of attorney.

2. POWERS:

I give to my above-named attorney-in-fact, including any successor attorney-in-fact, the powers specified in this section to be used on my behalf, provided, however, that my attorney-in-fact shall not have any power which would cause my attorney-in-fact to be treated as the owner of any interest in my property (including, but not limited to, retained interests in property given to me by the attorney-in-fact) and which would cause that property to be taxed as owned by the attorney-in-fact, as applicable.

- (a) REAL PROPERTY. Authority with respect to real property transactions pursuant to I.C. 30-5-5-2, including, but not limited to, the power to purchase, sell, mortgage, convey and lease any interest in real estate, wherever located, of which I may be the owner now or hereafter, including the power to execute any documents necessary or convenient thereto.
- (b) TANGIBLE PERSONAL PROPERTY. Authority with respect to tangible personal property transactions pursuant to I.C. 30-5-5-3, including, but not limited to, the power to: sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, pawn, grant options concerning, lease or sublet, or otherwise dispose of tangible personal property or an interest in tangible personal property; release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action or proceeding,

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a mortgage, an encumbrance, a lien, or other claim that exists or is claimed to exist in favor of the principal with respect to tangible personal property or an interest in tangible personal property; and perform any other acts with respect to tangible personal property or an interest in tangible personal property.

- (c) **BOND, SHARE AND COMMODITY.** Authority with respect to bond, share, and commodity transactions pursuant to I.C. 30-5-5-4, including, but not limited to, the power to: sell, sell short, exchange, transfer with or without a guaranty, release, surrender, hypothecate, pledge, grant options concerning, loan, trade in, or otherwise dispose of a bond, a share, an instrument of similar character, a commodity interest, or an instrument with respect to the bond, share, or instrument; release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action or proceeding a pledge, an encumbrance, a lien, or other claim as to a bond, a share, an instrument of similar character, a commodity interest, or an interest with respect to the bond, share, or interest when the pledge, lien, or other claim is owned or claimed to be owned by the principal; and perform any other acts with respect to a bond, a share, an instrument of similar character, a commodity, or an interest with respect to a commodity.
- (d) **RETIREMENT PLANS.** Authority with respect to retirement plans pursuant to I.C. 30-5-5-4.5, including, but not limited to: the power to make contributions, including rollover contributions, or cause contributions to be made on behalf of the principal to any retirement plan; to establish at least one (1) individual retirement account or other retirement plan in the principal's name; to elect a form of payment of benefits from a retirement plan and withdraw benefits from a retirement plan; to exercise investment powers available under a retirement plan; to designate at least one (1) beneficiary or contingent beneficiary for any benefits payable under a retirement plan on account of the principal's death and change any earlier designation of beneficiary; to borrow from, sell assets to, and purchase assets from the retirement plan if authorized by the retirement plan; and to waive the right of the principal to be a beneficiary of a joint or survivor annuity.
- (e) **BANKING.** Authority with respect to banking transactions pursuant to I.C. 30-5-5-5, including, but not limited to: the authority to continue, modify, or terminate a deposit account or other banking arrangement made by or on behalf of the principal before the execution of the power of attorney; to open in the name of the principal alone, or in a way that clearly evidences the principal and attorney in fact relationship, a deposit account with a bank, trust company, savings association, credit union, thrift company, brokerage firm, or other institution that serves as a depository for funds selected by the attorney in fact, or hire a safe deposit box or vault space and make other contracts to procure services made available by a banking institution as the attorney in fact considers desirable; to make, sign, and deliver checks or drafts for any purpose and withdraw by check, order, or other

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means funds or property of the principal deposited with or left in the custody of a banking institution either before or after the power of attorney was executed; to have access to any and all safe deposit boxes in my name, and to open, inspect, inventory, place items in or remove items from, and close said safety deposit boxes; and perform any other acts with respect to banking transactions.

- (f) **BUSINESS.** Authority with respect to business operating transactions pursuant to I.C. 30-5-5-6, including, but not limited to, the power to: discharge and perform a duty or liability, exercise a right, a power, a privilege, or an option the principal has or claims to have under a partnership agreement, whether the principal is a general or limited partner, enforce the terms of a partnership agreement for the protection of the principal by action or proceeding as the attorney in fact considers desirable or necessary, and defend, submit to arbitration, settle, or compromise an action or other legal proceeding in which the principal is a party because of membership in a partnership; exercise in person or by proxy or enforce by action or proceeding a right, a power, a privilege, or an option the principal has as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise an action or legal proceeding to which the principal is a party because of a bond, share, or other instrument of similar character; and perform any other acts the attorney in fact considers desirable or necessary for the furtherance or protection of the interests of the principal in a business.
- (g) **INSURANCE.** Authority with respect to insurance transactions pursuant to I.C. 30-5-5-7, including, but not limited to, the power to: continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract of life, accident, health, or disability insurance or for the provision of health care services or any combination of these contracts procured by or on behalf of the principal before the granting of the power of attorney that insures the principal or another person, without regard to whether the principal is or is not a beneficiary under the contract; procure new, different, or additional contracts of life, accident, health, or disability insurance for the principal or for the provision of health care services for the principal, and select the amount, type of insurance, and mode of payment under each contract, pay the premium or assessment on, modify, release, or terminate a contract procured by the attorney in fact, and designate the beneficiary under the contract; and perform any other acts in connection with procuring, supervising, managing, modifying, enforcing, and terminating contracts of insurance or for the provisions of health care services in which the principal is insured or is otherwise interested.
- (h) **TRANSFER ON DEATH TRANSFERS.** Authority with respect to transfer on death transfers pursuant to I.C. 30-5-5-7.5, including, but not limited to, the power to: establish one (1) or more transfer on death transfers or payable on death transfers; designate, amend, remove, modify, or change any designation of

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beneficiary in a transfer on death transfer or payable on death transfer, including those created by the principal before or after the execution of the power of attorney; terminate any transfer on death transfer or payable on death transfer; add to or withdraw from any transfer on death transfer or payable on death transfer; and exercise any right or authority that the principal may have in a transfer on death transfer or payable on death transfer during the principal's lifetime.

- (i) **BENEFICIARY.** Authority with respect to beneficiary transactions pursuant to I.C. 30-5-5-8, including, but not limited to, the power to: represent and act for the principal in all ways and in all matters affecting a trust, a probate, an estate, a guardianship, an escrow, a custodianship, or other fund out of which the principal is entitled, or claims to be entitled as a beneficiary, to some share or payment; and perform any other acts in connection with the administration or disposition of a trust, a probate estate, a guardianship, an escrow, a custodianship, or other fund in which the principal has, or claims to have, an interest as a beneficiary.
- (j) **GIFTS.** Authority with respect to gift transactions pursuant to I.C. 30-5-5-9, including, but not limited to, the power to: make gifts to organizations, charitable or otherwise, to which the principal has made gifts, and satisfy pledges made to organizations by the principal; make gifts on behalf of the principal to the principal's spouse, children, and other descendants or the spouse of a child or other descendant, either outright or in trust, for purposes the attorney in fact considers to be in the best interest of the principal, including the minimization of income, estate, inheritance, or gift taxes; and perform any other acts the attorney in fact considers desirable or necessary to complete a gift on behalf of the principal.
- (k) **FIDUCIARY.** Authority with respect to fiduciary transactions pursuant to I.C. 30-5-5-10, including, but not limited to, the power to: apply for and procure, in the name of the principal, letters of administration, letters testamentary, letters of guardianship, or any other type of judicial or administrative authority to act as a fiduciary; represent and act for the principal in all ways and in all matters affecting a fund with respect to which the principal is a fiduciary; and perform any other acts with respect to a fund of which the principal is a fiduciary.
- (l) **CLAIMS AND LITIGATION.** Authority with respect to claims and litigation pursuant to I.C. 30-5-5-11, including but not limited to, the power to: assert and prosecute before a court, an administrative board, a department, a commissioner, or other tribunal, a cause of action, a claim, a counterclaim, an offset, or a defense that the principal has or claims to have against an individual, a partnership, an association, a government, a person, or an instrumentality; and perform other acts in connection with a claim by or against the principal or litigation to which the principal is, may become, or may be designated a party.

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- (m) **FAMILY MAINTENANCE.** Authority with respect to family maintenance pursuant to I.C. 30-5-5-12, including, but not limited to, the power to: carry out my personal responsibilities for family maintenance, whether legal or moral; and perform any other acts for the welfare of the spouse, children, or other persons customarily supported by the principal or for the preservation and maintenance of other personal relationships of the principal to parents, relatives, friends, and organizations as are appropriate.
- (n) **MILITARY SERVICE.** Authority with respect to benefits from military service pursuant to I.C. 30-5-5-13, including, but not limited to, the power to: execute vouchers in the name of the principal for allowances and reimbursements payable to the United States, a state, or a subdivision of a state to the principal, including allowances and reimbursements for transportation of the principal and the principal's dependents, and for shipment of household effects, and receive, endorse, and collect the proceeds of a check payable to the order of the principal drawn on the treasurer, fiscal officers, or depository of the United States, a state, or a subdivision of a state; and perform any other acts the attorney in fact considers desirable or necessary to assure to the principal and to the dependents of the principal the maximum possible benefits from the military service performed before or after the execution of the power of attorney by the principal or a person related by blood or marriage to the principal.
- (o) **RECORDS, REPORTS, AND STATEMENTS.** Authority with respect to records, reports, and statements pursuant to I.C. 30-5-5-14, including, but not limited to, the power to: keep records of cash received and disbursed for or on account of the principal, of credits and debits to the account of the principal, and of transactions affecting the assets and liabilities of the principal; prepare, execute, and file tax and tax information returns for all periods required by the laws of the United States, a state, or a subdivision of a state, or a foreign government, prepare, execute, and file other tax related documents for all tax periods, including requests for an extension of time, offers, waivers, consents, powers of attorney, closing agreements, and petitions to a tax court regarding tax matters, and prepare, execute, and file all other instruments the attorney in fact considers desirable or necessary for the safeguarding of the principal against excessive or illegal taxation or against penalties imposed for claimed violation of a law or other governmental regulation. This subdivision is intended to be sufficiently definite to permit the attorney in fact to represent the principal respecting all taxes the principal has paid and all tax returns the principal has filed, either personally or through an agent, with the Internal Revenue Service, another agency of the United States, a state department of revenue, a political subdivision of a state, or a foreign country, or a political subdivision of a foreign country; prepare, execute, and file a return, report, declaration, or other document required by the laws of the United States, a state, a political subdivision of a state, or a foreign government, including a report or

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declaration required by the Social Security Administration, the commissioner of economic security, or other similar agency that the attorney in fact considers desirable or necessary for the safeguarding or maintenance of the principal's interest; and perform any other acts in connection with the preparation, execution, filing, storage, or other use of records, reports, or statements of or concerning the principal's affairs.

- (p) **ESTATE TRANSACTIONS.** Authority with respect to estate transactions pursuant to I.C. 30-5-5-15, including, but not limited to, the power to: accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim, and recover a legacy, bequest, devise, gift, or other property interest or payment due or payable to or for the principal; assert an interest in and exercise power over a trust, an estate, or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal; and exercise all powers with respect to estates and trusts the principal could exercise. However, the attorney-in-fact may not make or change a will.

Standard. In carrying out the estate planning powers granted in this instrument, my attorney-in-fact shall be guided by the standard that the estate planning powers are designed, in part, for the preservation of my assets and my attorney-in-fact shall exercise such powers in such a way as to provide for my best interests and the best interests of my family members. It is my intention by executing this power of attorney to and I do hereby grant to my attorney-in-fact general authority with respect to all matters, and to and I do hereby authorize my attorney-in-fact to act as my alter ego, with respect to all possible matters and affairs affecting property owned by me that can be performed through an attorney-in-fact.

- (q) **DELEGATING AUTHORITY.** Authority with respect to delegating authority in writing to one (1) or more persons as to any or all powers given to the attorney-in-fact by this Durable General Power of Attorney document, pursuant to I.C. 30-5-5-18.
- (r) **ALL OTHER MATTERS.** Authority with respect to all other possible matters and affairs affecting property owned by me pursuant to I.C. 30-5-5-19. I do hereby authorize my attorney-in-fact to act as my alter ego, with respect to all possible matters and affairs affecting property owned by me that can be performed through an attorney-in-fact.

I hereby ratify and confirm all that my attorney-in-fact shall do by virtue of the above powers.

3. **TERMINATION:**

Durable General Power of Attorney
for Kathryn Cruz

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I hereby reserve the right of revocation; however, this Power of Attorney shall continue in full force and effect until I have signed a written instrument of revocation identifying this Power of Attorney; provided, however, that if this Power of Attorney was recorded, then the instrument of revocation must be recorded in the same Recorder's Office as this Power of Attorney was recorded (which, if different from the Recorder's Office of the County of my domicile, will require recording of the instrument of revocation in the Recorder's Office of the county of my domicile and the Recorder's Office where this Power of Attorney was recorded) and must reference the book and page or instrument number where this Power of Attorney is recorded.

FURTHER, I AGREE TO INDEMNIFY AND HOLD HARMLESS ANY PERSON WHO, IN GOOD FAITH, ACTS UNDER THIS POWER OF ATTORNEY OR TRANSACTS BUSINESS WITH MY ATTORNEY-IN-FACT IN RELIANCE UPON THIS POWER, WITHOUT ACTUAL KNOWLEDGE OF ITS REVOCATION.

4. REIMBURSEMENT OF EXPENSES/COMPENSATION:

My attorney-in-fact shall be entitled to reimbursement of all reasonable expenses advanced by my attorney-in-fact on my behalf. My attorney-in-fact shall, not later than six (6) months after the date an expense is incurred, notify me in writing of the amount claimed as reimbursement along with all corroborating receipts therefor.

5. GUARDIANSHIP:

In the event a judicial proceeding is brought to establish a guardianship for me, I hereby nominate, constitute and appoint the individual then acting as my attorney-in-fact pursuant to the foregoing provisions of this Power of Attorney to serve as guardian, conservator, and/or in any similar representative capacity of my estate to have responsibility for the care, custody, and management of my property. If I am not permitted by law to so nominate, constitute and appoint, then I request in the strongest possible terms that any Court of competent jurisdiction, which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator, or similar representative for me, give the greatest possible weight to this request.

6. REVOCATION AND AMENDMENT:

I hereby revoke all prior Durable General Powers of Attorney, or portions thereof, that I may have executed, and I retain the right to revoke or amend this document and to make substitutions of my attorney-in-fact and any and all successor attorneys-in-fact. Amendments to this document shall be made in a notarized writing by me personally (never by an attorney-in-fact), and such amendments shall be attached to the original of this document. In the event that this Durable General Power of Attorney is recorded, then such amendments to this document shall be effective when recorded in the same county or counties as the original.

[Signature Page Follows.]

Durable General Power of Attorney
for Kathryn Cruz

