

MTC 41497-MG
SPECIAL DURABLE POWER OF ATTORNEY

PATRICIA L. HOOVER TO JAMES MEDLEY

1. Designation. The undersigned, PATRICIA L. HOOVER, formerly known as PATRICIA M. MAXWELL and/or PATRICIA M. LEIBOLD, hereinafter referred to as Principal, designates JAMES MEDLEY as attorney-in-fact for the principal.

2. Effectiveness; Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the principal, and shall continue until 12-31-97 or until earlier revoked or terminated under Section 5, notwithstanding any uncertainty as to whether the principal is dead or alive.

3. Powers. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the state of Washington. These powers shall include, without limitation, the power and authority specified below.

3.1 Real Property. The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 Financial Accounts. The attorney-in-fact shall have the authority to deal with accounts maintained by or on behalf of the principal with institutions, including, without limitation, banks, savings and loan associations, credit unions and securities dealers. This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers and withdrawals with respect to all such accounts.

3.3 Monies Due. The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the principal.

3.4 Claims Against Principal. The attorney-in-fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the principal and, in so doing, use any of the principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the principal's funds or other assets.

3.5 Legal Proceedings. The attorney-in-fact shall have authority to participate in any legal action in the name of the principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted to this instrument.

3.6 Written Instruments. The attorney-in-fact shall have the power and authority to 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 in the exercise of the powers and authority granted to the attorney-in-fact as fully as the principal could do if personally present.

3.7 Safe Deposit Box. The attorney-in-fact shall have the authority to enter any safe deposit box in which the principal has a right of access.

4. Limitations on Powers. Notwithstanding the foregoing, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the principal's property or to make any gifts of such property or to exercise any power of appointment. This limitation shall not affect the authority of the attorney-in-fact to disclaim any interest.

5. Termination. This power of attorney may be terminated by:

(a) the principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;

(b) a guardian of the estate of the principal after court approval of such revocation; or

(c) the death of the principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

(d) this power of attorney shall expire on 12-31-97, unless earlier terminated.

6. Accounting. Upon request of the principal or the guardian of the estate of the principal or the personal representative of the principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for and on behalf of the principal.

7. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney, shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the principal.

8. Indemnity. The estate of the principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the principal.

9. Applicable Law. The laws of the State of Washington shall govern this power of attorney.

Date: 5-21-97 ~~12-21-91~~ *PLH*

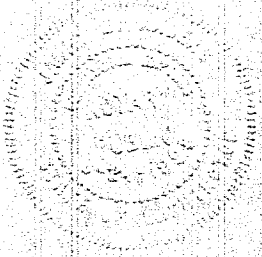
Patricia L. Hoover
PATRICIA L. HOOVER

STATE OF WASHINGTON)
) s.s.
County of Yakima)

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

GIVEN under my hand and official seal this 21st day of May, 1997.

Janet E. Aaberg
Notary Public in and for the State of
Washington, residing at Bellevue
My commission expires: 8-24-98



Return to:

James Medley
10002 Aurora Ave. North #3345
Seattle WA 98133-9334

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Amerititle
on this 24th day of July A.D., 1997
at 11:38 o'clock A. M. and duly recorded
in Vol. M97 of Power of Attorney Page 23526
Bernetha G. Letsch, County Clerk
By Kathleen Ross
Fee, \$15.00 Deputy.