

GENERAL DURABLE POWER OF ATTORNEY

I, _____, of _____ County, Wisconsin, appoint _____ or _____, of _____ County, Wisconsin, as my attorney-in-fact ("Attorney"), for me and in my name and on my behalf:

1. Powers in General. To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described in this power of attorney being in aid and exemplification of the full, complete, and general power granted and not in limitation or definition.

2. Buy and Sell Securities. To sell, pledge, exchange, option or otherwise dispose of any securities, whether stocks, bonds, debentures, certificates, notes, mortgages or other assets or property that I may own from time to time, and to sign, seal, acknowledge and deliver all instruments of transfer and all supporting affidavits necessary or requested in accomplishing it; to buy the foregoing in my name and on my behalf for prices and on terms and conditions as my Attorney believes advisable.

3. Receive Dividends and Interest. To receive all dividends and interest payments that are now due or may hereafter become due and payable to me on all of the shares of stock, bonds or other evidences of indebtedness or investments belonging to me.

4. Vote. To appear and vote, and otherwise act as my representative, in respect to such number of shares as I may be entitled to vote at all meetings of shareholders or companies or corporations in which I now or may hereafter own shares of stock, and for such purpose to sign and execute limited or unlimited proxies or other instruments in my name and on my behalf; to tender my resignation as director or officer; to subscribe to shares on such terms, covenants and conditions as Attorney believes advisable; and to engage in or discontinue a business or professional or commercial enterprise.

5. Invest. On receipt of any monies that shall be paid to Attorney, to pay or deposit them in my name, or otherwise, with any banker, broker or other agent; to draw out such monies from time to time and invest the same at the discretion of Attorney in such assets, stocks, bonds, evidences of indebtedness, notes, mortgages or other securities as Attorney sees fit.

6. Manage and Lease. To manage real and personal property owned by me or in which I have an interest, and to negotiate, make, sign, seal, acknowledge and deliver all leases of my property as are advisable, containing terms, covenants and conditions as Attorney believes best; to demand, receive and collect all the rents for the same accruing under leases, and to use all lawful remedies, actions and other necessary or proper proceedings for recovery, and generally to do for me and in my name whatever Attorney believes to be necessary and proper to recover the rents; to sign receipts for rent received.

7. **Sell, Exchange, Option.** To sell, exchange, option and convey my real and personal property, wherever located, either together or in separate parcels or lots, for the price and on the terms as Attorney believes advisable, and to give a good receipt on payment of the consideration or purchase price; to sign, seal, acknowledge and deliver deeds and bills of sale of general warranty, with the customary covenants, for such property, and to do every other thing necessary or proper for carrying into effect and execution of any agreement of sale or other transfer made by Attorney in such manner that all my estate, right, title or interest in or to the property included in the agreement of sale or other transfer is effectively and absolutely conveyed and assured to the purchaser.

8. **Acquire Property; Motor Vehicles.** To purchase, lease or otherwise acquire and hold all such dwellings, goods, equipment, motor vehicles, household furnishings, furniture and appliances, clothing and personal effects as my Attorney believes necessary or desirable for my health, support and maintenance, to apply for a certificate of title upon, and endorse and transfer title to any motor vehicle, and to represent in the transfer that the title to the vehicle is free and clear of all liens and encumbrances except those specifically set forth in the transfer.

9. **Borrow and Encumber.** To borrow money on a secured or unsecured basis, at the rate of interest, and upon the terms, covenants and conditions as Attorney believes advisable; to sign, seal, acknowledge and deliver notes, and, as collateral for a note, to sign, seal, acknowledge and deliver real estate mortgages, security agreements, assignments, financing statements, agreements not to encumber, debt and security interest subordinations, hypothecations and other agreements.

10. **Conduct Banking.** To open, continue, maintain, change or close depository accounts with banks and other financial institutions, and make deposits and withdrawals by check, draft or otherwise; to endorse checks, notes and drafts for deposit, collection or otherwise; to use money in deposit accounts to pay accounts and bills incurred by me or for my health, support, maintenance and education, and to do whatever else is necessary or proper for the conduct of my business and personal affairs.

11. **Collect.** To ask, demand, sue for, collect, recover and receive all monies, debts, interest, dividends, accounts, legacies, bequests, benefits, annuities, goods, chattels and other personal property now or hereafter due, owing, payable or belonging to me, and to use all lawful means in my name or otherwise for the recovery; to contest, compromise, pay, extend, settle or abandon claims in favor of or against me; and to give receipts, releases and discharges.

12. **Insure.** To purchase and pay for insurance insuring my health, life and property, including without limitation health, life, accident, disability, property, casualty and liability insurance; to make necessary claims; to settle, compromise and adjust claims; to surrender and cancel insurance policies; to borrow from insurers and third parties using insurance policies as collateral.

13. **Taxes.** To represent and act for me before the Internal Revenue Service or Treasury Department of the United States, and before the tax department of any state, county or municipality, in any and all tax matters in which I am concerned, and particularly in the matter of my income tax returns and assessments, with full authority to prepare, sign and file all required tax returns; to consent to and negotiate compromises, agreements and

settlements in connection with taxes; to file claims for refund and receive refund checks; to receive and examine confidential information, including without limitation copies of tax returns with all schedules and appendices; and to take appeals, file protests and execute waivers and closing agreements.

14. **Conduct Litigation.** To commence, prosecute, enforce, defend, answer, oppose or abandon any action, suit or other legal proceeding relating to any matter in which I am or may hereafter be interested or concerned; and also, in the discretion of Attorney, to compromise, settle, refer to arbitration, or submit to judgment any such action or proceeding.

15. **Safe Deposit Box.** To have access to any safe deposit box of mine wherever located, and to remove the contents and surrender the box, as Attorney sees fit. Any institution in which a safe deposit box of mine is located is not liable to me or my heirs or estate for permitting Attorney to exercise this power.

16. **Social Security.** To represent and act for me before the Social Security Administration of the United States, and any similar agency of a state or local government; to collect all social security benefits due me; and to make such arrangement in connection with social security benefits as will facilitate its application to my care and support.

17. **Health Insurance.** To execute all necessary instruments for health insurance, including but not limited to any instruments requested by Medicare, Medicaid or a private insurer, for the purpose of submitting claims and collecting reimbursements, initiating, canceling or renewing coverage and paying of premiums, and for any other purpose Attorney believes necessary.

18. **Medical Personnel.** To employ and compensate medical personnel, including physicians, surgeons, dentists, medical specialists, nurses, and paramedical assistants deemed by Attorney needful for the proper care custody and control of my person, and to do so without liability for any neglect, omission, misconduct or fault of a physician or other medical personnel, provided the physician or other medical personnel were selected and retained with reasonable care, and to dismiss any such person at any time, with or without cause.

19. **Medical Treatment; Nursing Care.** To authorize any kind of medical procedure and treatment, including without limitation medication, therapy, surgical procedures, and dental care, and to consent to such treatment, medication or procedures where consent is required; to obtain the use of medical equipment, devices or other equipment and devices deemed by Attorney needful for proper care, custody and control of my person, and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment; to contract for my care at a hospital, nursing home, convalescent home or similar establishment.

20. **Flower Bonds.** To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death upon my estate.

21. **Make Gifts.** To make gifts in my name and on my behalf if Attorney believes the gifts will provide tax benefits for me or my estate: and to charitable organizations in amounts and at times that follow patterns of giving established by me before the date of the gift made

by Attorney.

22. **Employ Agents.** To appoint, employ and dismiss from time to time, for my benefit and the administration of my property, agents, attorneys, investment advisors, accountants, housekeepers and other persons, upon terms and conditions and for such compensation as Attorney thinks proper; to terminate any agency that I may have created at any time.

23. **Power of Substitution.** To substitute and appoint from time to time an attorney or attorneys under Attorney named in this instrument, with the same or more limited powers, and to remove the substitute or substitutes and appoint another or others.

24. **Exculpation.** Attorney and Attorney's heirs, personal representatives and assigns are released and forever discharged from all liability to me, my heirs and assigns, the beneficiaries under my will or under any trust that I have created or may create, or to any other person, because of any act or failure to act under this power of attorney, so long as said acts or failure to act were not intentionally or maliciously done by said Attorney.

25. **Severability.** Invalidity of a provision of this power of attorney shall not affect another provision.

26. **Compensation.** Attorney shall be reimbursed for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to this power of attorney. In addition, said Attorney is entitled to compensation for services rendered under it.

27. No effect is to be given to paragraph headings.

28. This is a durable power of attorney under > Section 243.07, Wisconsin Statutes, and will not be affected by my subsequent disability, incapacity, or incompetency.

29. I have directed that photocopies of this power of attorney be made, which shall have the same force and effect as an original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____[Date].

[Signature]

In the Presence of:

This will certify that a true and correct signature of my Attorney hereinabove appointed is as follows, to-wit:

[Signature of Attorney-in-Fact]

State of Wisconsin)
County of _____) ss

Personally came before me this _____[Date], above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission: _____

Drafter's Notes:

This document is provided only as an example. We do not purport to offer any person legal advice on the proper use of this document, nor do we make any representations that this document is fit for your particular legal needs. It is valid only in the State of Wisconsin. You should always consult a licensed attorney before drafting any legal document

This is the durable power of attorney form required by the Uniform Durable Power of Attorney Act, adopted by Wisconsin at Wisconsin Statutes § 243.07. This power may be recorded in the office of the register of deeds in the county where the principal resides and in the county where the agent resides. The statute no longer requires a power of attorney or revocation of a power of attorney be recorded in order to be effective. See > Wisconsin Statutes § § 243.10(1)(cm), 243.10(18).

If a power of attorney containing the power to convey lands was recorded, then the revocation must be recorded in the same office in which the power of attorney was recorded in order to be effective. Wisconsin Statutes § 706.08(7).

The durable power of attorney will not be affected by the disability, incapacity, or incompetency of the grantor of the power. The death of the principal will not operate to revoke the power either, until notice of the death reaches the attorney in fact. A durable power of attorney under the uniform act will not serve as a substitute for durable power of attorney for health care.

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