



Spencer Coggs  
City Treasurer

James F. Klajbor  
Deputy City Treasurer

**OFFICE OF THE CITY TREASURER**  
Milwaukee, Wisconsin

January 13, 2016

To: Milwaukee Common Council  
City Hall, Room 205

From:  James F. Klajbor  
Deputy City Treasurer

Re: Request for Vacation of Inrem Judgment  
Tax Key No.: 352-2118-110-5  
Address: 2207 N LINDSAY ST  
Owner Name: ELIZABETH WILLIAMS AS TRUSTEE OF THE  
ELIZABETH  
Applicant/Requester: REGINA WILLIAMS  
2015-5 Inrem File  
Parcel: 281  
Case: 15CV-7164

Attached is a completed application for Vacation of Inrem Judgment and documentation of payment of costs.

The City of Milwaukee acquired this property on 1/4/2016.

JFK/em





# OFFICE OF THE CITY TREASURER

CITY HALL - ROOM 103 • 200 EAST WELLS STREET • MILWAUKEE, WISCONSIN 53202  
TELEPHONE: (414) 286-2280 • FAX: (414) 286-3186 • TDD: (414) 286-2025

## FORMER OWNER'S REQUEST TO VACATE IN REM TAX FORECLOSURE JUDGMENT

### FOLLOW THE INSTRUCTIONS LISTED BELOW:

1. Type or print firmly with a black ball point pen.
2. Use separate form for each property.
3. Refer to the copy of the attached ordinance for guidelines and eligibility. No written request to proceed under the ordinance may be submitted for consideration to the Common Council where more than 90 days has elapsed from the date of entry of the in rem tax foreclosure judgment to the date of receipt of the request by the City Clerk.
4. Administrative costs totaling \$1,370 must be paid by Cashier's Check or cash to the Office of the City Treasurer prior to acceptance of this application.
5. Complete boxes a, b, c, and d and sign and date application.
6. Forward completed application to the City Treasurer, 200 East Wells Street, Room 103, Milwaukee, WI 53202

### APPLICANT INFORMATION:

A. PROPERTY ADDRESS: 2207 N. Lindsay St. Milw. WI 53205

TAX KEY NUMBER: 352-2118-110-5

NAME OF APPLICANT: REGINA WILLIAMS

MAILING ADDRESS: 2207 N. Lindsay St. Milwaukee, WI 53205

<u>Milwaukee</u>	<u>WI</u>	<u>53205</u>	<u>( ) ( )</u>
CITY	STATE	ZIP CODE	TELEPHONE NUMBER

B. WAS THE PROPERTY LISTED IN "A" ABOVE YOUR PRIMARY RESIDENCE? YES  NO

IS THE PROPERTY LISTED IN "A" ABOVE CURRENTLY OCCUPIED? YES  NO

C. LIST ALL OTHER REAL PROPERTY IN THE CITY OF MILWAUKEE IN WHICH YOU HAVE AN OWNERSHIP INTEREST (If not applicable, write NONE.):

None

ADDRESS	ZIP CODE
ADDRESS	ZIP CODE
ADDRESS	ZIP CODE

(Use reverse side, if additional space is needed.)

D. HAVE MONIES FOR ADMINISTRATIVE COSTS BEEN DEPOSITED WITH THE CITY TREASURER'S OFFICE? (Documentation must be attached.)

YES  NO

Applicant warrants and represents that all of the information provided herein is true and correct and agrees that if title to the property is restored to the former owner, applicant will indemnify and hold the City harmless from and against any cost or expense, which may be asserted against the City as a result of its being in the chain of title to the property. Applicant understands that if this request is withdrawn or denied the City shall retain all of the administrative costs applicant paid. There are no refunds.

APPLICANT'S SIGNATURE: Regina Williams DATE: 1/4/16

Office of the City Treasurer - Milwaukee, Wisconsin  
Administration Division  
Cash Deposit of Delinquent Tax Collection

<u>Cashier Category</u>	<u>Cashier Payclass</u>	<u>Dollar Amount</u>
1910	Delinquent Tax Collection	
	1911 City Treasurer Costs	220.00
	1912 DCD Costs	450.00
	1913 City Clerk Costs	200.00
	1914 City Attorney Costs	500.00
	Grand Total	<b>1,370.00</b>

Date 1/13/2016

**Comments for Treasurer's Use Only**

Administrative Costs - Request for Vacation of Judgment

File Number: 2015 - 5  
WholeTaxkey: 352-2118-110-5  
Property Address: 2207 2207 N LINDSAY ST  
Owner Name ELIZABETH WILLIAMS AS  
TRUSTEE OF THE ELIZABETH  
WILLIAMS REVOCABLE TRUST  
Applicant: REGINA WILLIAMS  
Parcel No. 281  
CaseNumber: 15CV-7164

12/5/15

To Whom It May Concern:

I, Robert Williams trustee for the late Elizabeth Williams. Here by give the rights to my mother Regina Williams to act on my behalf, in regards to the tax bill at the residence of 2207 N Lindsay St Milwaukee WI

Thank You  
Robert Williams  
Bob Williams

**Power of Attorney for Health Care for:**

Last Name: WILLIAMS

Maiden Name (if applicable): \_\_\_\_\_

First Name: ELIZABETH ~~WILLIAMS~~

Date of Birth: MAY 18, 1923

Sex:  Male  Female

Address: 2207 NORTH LINDSAY ST

MILWAUKEE, WI 53205

Telephone: 414.372.5078

**Copies of this document have been given to:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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their sole and absolute discretion, that the withdrawal would not be in my best interests.

**1.4 Revocability.** I reserve the right to amend or revoke this trust at any time and from time to time during my lifetime by a signed written instrument. Following a revocation, the trustees shall distribute any property then remaining in the trust as I direct. After my death each of the trusts hereunder shall be irrevocable and not subject to amendment. An amendment or revocation shall become effective when signed by me, but the duties, responsibilities and compensation of the trustees shall not be altered without the trustees' written acceptance, and the trustees shall not be liable for any action taken pursuant to the terms of the trust as they existed prior to receipt by the trustees of such amendment or revocation.

## **ARTICLE 2**

### **ADMINISTRATION FOLLOWING MY DEATH**

All property that is or becomes subject to the terms of this trust instrument at the time of my death or that passes to the trustees as a result of my death shall be distributed and/or administered as follows:

**2.1 Claims, Expenses and Taxes.** The trustees shall pay expenses, debts, properly payable claims, and taxes arising or due as a result of my death from the property otherwise subject to paragraph 2.2 as follows:

**(a) Payment of Expenses and Taxes.** I direct the trustees to pay the funeral expenses and those expenses of administration and taxes that are payable as a result of my death (estate, inheritance, and like taxes, including any interest and penalties), except that the trustees shall not pay, or if required to pay shall seek reimbursement of, the amount of the increase in such administration expenses and taxes resulting from the inclusion in my estate for tax purposes of a power of appointment I did not exercise and transfers, whether during life or as a result of death, to or for anyone who is not a beneficiary under my last will or any trust established by me.

funeral expenses, administration expenses, cash bequests, specific bequests and taxes of any kind. The trustees may, in their sole discretion, make distributions of assets directly to my personal representative or to the beneficiaries, claimants, governmental entities, or other person to whom payment is owed. The trustees shall be under no duty to see to the application of any such payments made to my personal representative.

(c) **Limitation on Payments.** The trustees shall make no payment under this paragraph from property that would otherwise be immune from the claims of my creditors. The trustees shall also make no payment under this paragraph from an Individual Retirement Account (within the meaning of I.R.C. §408) including a Roth IRA, a qualified retirement plan (within the meaning of I.R.C. §401(a)), a tax-sheltered annuity (as described in I.R.C. §403(b)), or similar plan, account or arrangement.

**2.2 Distribution of Remaining Property.** Subject to the provisions of paragraph 2.1, the balance of such property shall be distributed as follows:

(a) **Distribution of Tangible Personal Property.** Any interest in my personal effects, household furnishings, automobiles, and all other items of tangible personal property shall be distributed as follows:

(i) I may prepare one or more separate signed written statements delivered to the trustees disposing of certain items of my tangible personal property. The trustees shall distribute such items of tangible personal property according to such statement(s). The most recent statement shall control in the event of conflicting gifts, and no substitute or replacement gift shall be made if the item is not owned by me or this trust at my death unless such statement provides otherwise. In addition, if the person named to receive a particular item does not survive me or the organization named to receive a particular item does not exist at the time of my death, the gift of that item shall fail and the item shall be distributed with my tangible personal property as provided below

effective upon delivery to the trustees of a signed written instrument of disclaimer or release.

### **ARTICLE 3** **TRUSTEES**

**3.1 Appointment and Succession.** The following provisions shall govern the appointment and succession of trustees hereunder:

(a) **Appointment of Trustees.** I am the initial trustee. If I cease to act, ROBERT WILLIAMS and LAMONT TILLERY shall act as co-trustees. If ROBERT WILLIAMS, or his successor, is unable to act as co-trustee, then a my daughter REGINA LYNN WILLIAMS, if she is then living, along with a majority of her then living adult children shall designate a successor to him. If LAMONT TILLERY, or his successor, is unable to act, then my daughter, ROSE TILLERY, if she is then living, along with a majority of her then living adult children shall designate a successor to him.

(b) **Exercise of Power to Appoint Successor Trustees.** Each person with the power to appoint a successor trustee or co-trustee hereunder, either alone or in conjunction with one or more other persons, may file with the trustees a revocable, anticipatory appointment of a successor trustee or co-trustee to be effective according to its terms. The power to appoint successor trustees hereunder shall include the power to appoint multiple successor trustees acting concurrently, a series of successors, as well as the power to grant any or all of the successors so appointed hereunder the power to appoint his or her own successors as provided hereunder.

(c) **Determination of Incapacity of Trustees.** For purposes of this paragraph 3.1, an individual trustee shall be deemed to be incapacitated, and therefore to have ceased to act as trustee, whenever a physician signs and files with the trust records a written instrument

stating that he or she is the attending physician of said trustee and that in

(b) **Distribution of all Other Property.** The balance of such property shall be divided equally and distributed to such of my children and grandchildren who survive me.

**2.3 Failure of Beneficiaries.** If at any time after my death there are any assets of this trust not otherwise disposed of, such assets shall be distributed to such then living persons and in the proportions that my property would be distributed if I had died unmarried and intestate immediately after this paragraph became operative; provided, however, that the intestate succession laws of the State of Wisconsin in effect at my death shall determine the distributions under this paragraph.

**2.4 Distribution Alternatives.** If a beneficiary is under twenty-five (25) years of age or if the trustees determine that a beneficiary is incapable of managing his or her financial affairs, the trustees may make any authorized distribution in any one or more of the following ways, and the trustees shall not be responsible for the application of such distributions:

(a) **Direct Distributions.** Distribution to such person even if he or she has not reached the age of majority;

(b) **Payment of Expenses on Behalf of Beneficiary.** Direct payment of expenses for the benefit of such person;

(c) **Distribution to Guardian of Beneficiary.** Distribution to the legal guardian of such person or to a custodian for such person under any applicable Uniform Transfers to Minors Act, or similar law;

**2.5 Direction Against Assignments.** The provisions of this trust are intended for the personal protection and welfare of the trust beneficiaries, and their respective interests shall not be susceptible of voluntary or involuntary assignment, anticipation, alienation, pledge, or seizure by legal process. Whenever the trustees shall have notice or shall apprehend that the interest of any

(d) **Medical Information Regarding Trustee Capacity.**

Acceptance of an appointment as trustee hereunder shall be deemed a waiver of all provisions of law relating to the disclosure of confidential medical information, insofar as the disclosure is pertinent to his or her inability to act as trustee. If an individual trustee fails to release health information reasonably required to establish his or her incapacity, said trustee shall be deemed to have resigned as trustee.

**3.2 Powers and Duties.** Without limiting powers incidental to the purposes of this trust or otherwise existing by law, the trustees shall have without approval of any court the following powers:

(a) **Retention, Investment and Reinvestment.** To retain, purchase, invest in and reinvest in any kind of property, without regard to the location, unproductivity, risk or lack of diversification thereof, including, without limitation, real property, bonds, options, common stocks, preferred stocks, annuities, wasting assets, mutual funds, common trust funds, partnerships (both limited and general), limited liability companies and insurance on the life of any person, without any obligation to comply with any statute or rule of law concerning diversification or restricting investments by trustees; to retain cash uninvested for such periods of time as they deem advisable.

(b) **Life Insurance.** To receive, purchase, apply for and maintain insurance on the life of any beneficiary of any trust or on the life of any person in whom a beneficiary has an insurable interest, and to do likewise with immediate or deferred annuities for the benefit of any beneficiary, and to pay premiums therefor, from either income or principal and to negotiate loans therefor, and to exercise all incidents of ownership thereunder. Notwithstanding the foregoing, no trustee shall have authority or power to exercise any incidents of ownership of any life insurance policy upon that trustee's life, including but not limited to decisions whether to pay a premium or to continue such policy. All such authority and power shall be exercised exclusively by the other trustee(s). If there is no other trustee

storage and shipping expenses; the cost of these items may be paid as part of the expense of the trust affected.

(d) **Claims.** To collect, pay, extend, abandon, contest, compromise and submit to arbitration any action, claim or debt (including any debt not due) in favor of or against any trust hereunder or against any trustee.

(e) **Corporate and Related Powers.** To continue to operate, or to organize and operate, or participate in the organization and operation of, businesses, corporate or otherwise; to institute or participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property held hereunder or for reorganizing, consolidating, merging, adjusting the finances of, discontinuing or dissolving any corporation or other business association; to deposit securities under or withdraw them from security-holders' or voting trust agreements; to sell or exercise conversion, subscription or other purchase rights or options; to exercise all voting or other rights pertaining to securities held, whether directly, by limited or unlimited proxies, or otherwise.

(f) **Title and Possession.** To cause any property to be held or registered in the name of any trustee without disclosing fiduciary capacity, or in the name of nominees or custodians, or the bearer, all without designation, or in such form that title will pass by delivery, and to permit any person including a nominee or custodian to have physical possession of such property. No person paying money or transferring property to or for the order of any trustee need see to its application.

(g) **Assistants.** To employ such brokers, agents, investment advisors, employees, assistants, accountants, attorneys-at-law, or attorneys-in-fact and to pay the reasonable fees, expenses and disbursements arising from the employment of any such persons. The trustees may grant such assistants the power to sell, invest, reinvest or exchange trust assets or any other power or discretion granted hereunder or by law without consulting the trustees.

(i) **Property Management.** To take possession of and to manage, operate, repair, improve or lease any property for such consideration, for such length of time (longer or shorter than the trust term) and on such terms and credit as the trustees shall determine; to collect profits and rentals from property, and pay expenses referable thereto; to demolish and/or erect structures on any real estate; to plat, improve, maintain and develop real estate; to engage in or discontinue any business or commercial enterprise, including farming, and to delegate management thereof; to establish reserves for expenses; to charge capital improvements to income; to create and fund a reserve for depreciation or depletion out of income; to amortize the principal of mortgage indebtedness or unsecured loan indebtedness from income.

(j) **Environmental Matters.** To require, as a prerequisite to accepting property, satisfactory proof that such property is not contaminated by any hazardous substance; to disclaim, to refuse to accept, or to set aside as a separate trust, to be held and administered upon the same terms as those governing the remaining trust property, any property that could result or does result in liability under any environmental law; and to take all appropriate remedial action with respect to any contaminated property.

(k) **Borrow.** To borrow money for any purpose, including the payment or refunding of existing indebtedness, either on general trust credit or on the mortgage or pledge of any specific property, and on such terms and for such length of time, longer or shorter than the trust term.

(l) **Principal and Income.** To make discretionary allocations of charges and credits between principal and income in situations where uncertainty exists as to the proper allocation thereof under the applicable law, and, regardless of any statutes, to allocate any trustee's fee between principal and income in any proportions.

(m) **Conflict of Interest.** To be officers, directors, or employees of, or to buy or sell or vote shares of stock or other interests in or otherwise

whether expenses should be deducted for death tax purposes or for income tax purposes; and to make any other decisions which may affect the amount of any death, gift, generation-skipping or income tax. Any such tax-related decision shall be final, conclusive and binding on all persons and shall not require any reimbursement or adjustment as between any beneficial interests, whether such interests are income or principal, present or future.

(o) **Occupancy or Purchase of Residence.** To permit any trust beneficiary and, if applicable, the guardian of any minor beneficiary and such guardian's family to occupy any residential real property which is at any time an asset hereunder either at a reasonable rental, or rent-free, and, to determine whether or not to charge his or her share for expenses of repairs, taxes and maintenance.

(p) **Distribution and Division.** To make distributions and divisions of property in cash or in kind or both; to allot different kinds of property and undivided interests (whether equal or disproportionate) in any specific item of property, among the beneficiaries (except where otherwise provided herein). To distribute gifts to a minor(s), or to any adult person with whom he or she may be residing, to be held for distribution to such minor(s) when such adult believes him or her competent to take possession of it. The distribution of any such gifts of tangible personal property to any minor or adult person or legal guardian shall release the trustees from any liability for such distribution.

(q) **Lend.** To lend money to any person (including any trust beneficiary), association, or corporation for any purpose with or without interest and/or security.

(r) **Additions; Mingle; Merger; Segregation.** To accept additions of any kind to any trust; to mingle the trust property of the separate trusts allotting to each separate trust an undivided interest in the mingled property, which undivided interest shall always be equal to that trust's proportionate contribution to the mingled property. If trust property is mingled the trustees may re-segregate and separately administer said

two separate, identical trusts or segregate any addition in a separate, identical trust; provided, however, that such determination shall be made solely by the independent trustees; provided, further, if no independent trustees are then serving, the then acting trustees shall appoint an independent trustee who shall make such determination. The trustees may also divide any trust hereunder into separate trusts with different transferors (as determined under I.R.C. §2652); such separate trusts may, however, have more than one such transferor.

(s) **Delegation of Powers.** To delegate to any trustee or other person at any time by a signed instrument delivered to such trustee or other person any or all powers, authority or discretions under this instrument, including the power to convey real property, either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing in good faith with any trustee may rely without inquiry upon such trustee's certificate with respect to any delegation or authority to act.

(t) **Termination of Small Trust.** If at any time after my death the costs of administering this trust, or any separate trust hereunder, are at such a level, given the then principal and undistributed income, that the trustees, in their absolute discretion, determine that my purposes in establishing said trust would no longer be served, the trustees may terminate said trust; provided, however, that such determination shall be made solely by the independent trustees; provided, further, if no independent trustees are then serving, the then acting trustees shall appoint an independent trustee who shall make such determination. If a trust is so terminated, the assets of such trust shall be distributed to the person or persons then entitled or permitted to receive distributions of income from such trust, by right of representation.

(u) **Release of Powers.** To waive or release either in whole or in part, and whether temporarily or irrevocably, and in any manner, or to any extent and upon any terms, any power, authority, or discretion conferred upon any trustee, by any provision of this instrument, such waiver or release to be evidenced by a signed written instrument filed with the trust

(w) **Certificate of Trust.** To provide a “Certificate of Trustee Authority” to third persons dealing with this trust or any separate trust hereunder. This Certificate, if signed by a majority of the then-acting trustees and acknowledged before a notary public, shall be conclusive evidence of the terms of any trust established by this instrument and of the authority of the trustees who are from time to time acting hereunder. A photostatic or facsimile copy of a Certificate of Trustee Authority shall be considered as effective and valid as the original.

### 3.3 **Miscellaneous.**

(a) **Waiver of Bond.** No bond shall be required of any trustee.

(b) **No Requirement of Identical Trustees.** The trusts hereunder need not have identical trustees at all times.

(c) **Resignation of Trustees.** Any trustee may resign at any time by giving notice to the persons to whom the trustee is required to account and by filing such notice with the trust records.

(d) **Method of Appointment of Successor Trustees.** The appointment of a successor trustee shall be accomplished by a written instrument delivered to and accepted by such successor and then filed with the trust records.

(e) **Liability of Successor Trustees.** No successor trustee shall be liable for any loss caused by an act or omission of any previous trustee, whether or not such successor trustee examined the accounts or actions of any previous trustee. A successor trustee shall accept without examination or review the accounts rendered and the property delivered by or for a previous trustee without incurring any liability or responsibility for so doing, unless any beneficiary then eligible to receive distributions from such trust requests such an examination and review, in which case the successor trustee shall be entitled to reasonable compensation out of the trust assets for such examination and review.

that would cause the assets of any separate trust for his or her benefit to be taxed in his or her estate and he or she shall have the duty to appoint a co-trustee in the event that changes in the federal tax laws thus cause any power not to be exercisable by such beneficiary. For example, if federal tax law changes in a way that would cause a beneficiary's trust to be taxed in his or her estate, if that beneficiary as trustee had the power to distribute principal for health, education, maintenance, and support, that power shall no longer be exercisable by the beneficiary and he or she shall appoint a co-trustee who may exercise such discretionary power.

(h) **Independent Trustees.** In the event that an independent trustee is required when no such trustee is then acting, the then acting trustees shall appoint such an independent trustee to perform the required tasks or exercise of discretion. If the then acting trustees do not make such an appointment, an independent trustee shall be appointed by the then acting chair of the estate planning section of the law firm of von Briesen & Roper, s.c., or its successor.

#### **ARTICLE 4** **ACCOUNTS**

The trustees shall render accounts of this trust to me during my lifetime at my request. Following my death, the trustees shall prepare at least annually an account of their administration of each of the trusts established hereunder. The trustees shall, within a reasonable time, mail or deliver a copy of each account to the person or persons then entitled or permitted to receive distributions of income and/or principal from the trust to which the account relates; provided, however, that if any such person is under a legal disability, the trustees shall mail or deliver such person's copy of such account to the court-appointed guardian or conservator of such person's estate, or, in the case of a minor for whose estate no guardian has been appointed, to a parent. I intend that the trustees shall be completely released and discharged as to an adult beneficiary or an adult or minor beneficiary who has a court-appointed guardian or conservator with respect to the period of any account if the adult beneficiary or the adult or minor beneficiary's court-appointed guardian or conservator either gives the trustees written approval of the account or fails to object in writing to it within twenty-four (24) months after the trustees

four (24) months after the date of such receipt. I intend by this Article to provide an informal, non-judicial and inexpensive procedure whereby the trustees may obtain a complete discharge as to the beneficiaries with respect to their administration of any trust established hereunder.

## **ARTICLE 5**

### **MISCELLANEOUS PROVISIONS**

**5.1. Situs of Trust.** The trustees may, whenever they shall consider it advantageous to the beneficiaries of any trust, take the necessary steps to transfer the situs of such trust to another location.

**5.2 Governing Law.** Irrespective of the situs of any trust or the location of any trustee, this instrument, the dispositions hereunder, and the rights and duties of the trustees and beneficiaries shall be construed and regulated and their validity and effect shall be determined by the laws of the State of Wisconsin.

**5.3 Limitation on Trust Term.** Nothing in this trust agreement shall extend the ultimate term of any trust hereunder beyond the period limited by applicable law, nor shall any income from this trust or any separate trust hereunder be accumulated beyond the period authorized for such accumulations by applicable law. In the event a trust terminates solely as a result of the operation of this paragraph, the then remaining net trust assets shall be distributed to the person or persons then entitled or permitted to receive distributions of income from such trust, by right of representation.

**5.4 Transferor for GST Purposes.** Any descendant of a transferor, such transferor's spouse or a former spouse of such transferor who dies no later than ninety (90) days after such transferor shall be treated as having predeceased such transferor. The term "transferor" shall mean a transferor as determined under I.R.C. §2652.

**5.5 Definitions and References.** Unless the context otherwise requires, all words in this instrument used in the singular shall include the plural and vice versa; the words "property" and "assets" include real and personal property

## **Power of Attorney for Health Care Document**

### ***Notice to the Person Making this Document:***

You have the right to make decisions about your health care. No health care may be given to you over your objection, and necessary health care may not be stopped or withheld without your permission.

Because your health care providers in some cases may not have had the opportunity to establish a long-term relationship with you, they are often unfamiliar with your beliefs and values and the details of your family relationships. This poses a problem if you become physically or mentally unable to make decisions about your health care.

In order to avoid this problem, you may sign this legal document to specify a person who you would want to make health care decisions for you if you become unable to make those decisions personally. That person is known as your Health Care Agent. You should take some time to discuss your thoughts and beliefs about medical treatment with the person or persons whom you have specified as your Health Care Agent. You may state in this document any types of health care that you do or do not desire, and you may limit the authority of your Health Care Agent. If your Health Care Agent is unaware of your desires with respect to a particular health care decision, he or she is required to determine what would be in your best interests in making the decision.

This is an important legal document. It gives your agent broad powers to make health care decisions for you. It revokes any prior power of attorney for health care that you may have made. If you wish to change your Power of Attorney for Health Care, you may revoke this document at any time by destroying it, by directing another person to destroy it in your presence, by signing a written and dated statement or by stating that it is revoked in the presence of two witnesses. If you revoke your Power of Attorney for Health Care, you should notify your agent, your health care providers and any other person to whom you have given a copy. If your agent is your spouse and your marriage is annulled or you are divorced after signing this document, this document is invalid. In such circumstances, you may not be able to rely on your designations of alternative Health Care Agents and you should execute an entirely new Power of Attorney for Health Care.

You may also use this document to make or refuse to make any anatomical gift (donation of organs or tissue) upon your death. If you use this document to make or refuse to make an anatomical gift, this document revokes any prior document of an anatomical gift you may have

If this Health Care Agent is unable or unwilling to make these choices for me, then my next choice for a Health Care Agent is:

**Third choice**

Name: \_\_\_\_\_

Day phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Part II — General Authority of the Health Care Agent**

I want my Health Care Agent to be able to do the following (Please cross out anything you do not want your Health Care Agent to do that is listed below):

- To make choices for me about my medical care and services, like tests, medicine, and surgery. If treatment has already been started, my Health Care Agent can keep it going or have it stopped depending upon my stated instructions or my best interests.
- To interpret any instruction I have given in this document or given in other discussions according to my Health Care Agent's understanding of my wishes and values.
- To review and release my medical records and personal files as needed for my medical care.
- To arrange for my medical care and treatment in Wisconsin or any other state, as my Health Care Agent thinks appropriate.
- To determine which health professionals and organizations provide my medical treatment.

My Health Care Agent may not admit or commit me on an inpatient basis to an institution for mental diseases, an intermediate care facility for the mentally retarded, a state treatment facility or a treatment facility. My Health Care Agent may not consent to experimental mental health

***Instructions for Completing these Sections:***

Initial or mark the box either a "yes," "no," or "not applicable" box in the following three sections. If you do not initial or make a mark in any box in a section and make no clear choice, the statute in Wisconsin says your choice is considered to be "no." This means if you do not indicate a choice, in Wisconsin only a court may make such a decision and not your Health Care Agent.

**1. Agent authority to admit me to a nursing home or community-based residential facility for purpose of long-term care.**

*(Initial or mark one box)*

- EW** Yes, my Health Care Agent has authority, if necessary to admit me to a nursing home or community-based residential facility for a long term stay, subject to any limits I have set forth in this document.
- No, my Health Care Agent does not have authority to admit me to a Wisconsin nursing home or a community-based residential facility for a long-term stay. *If I check "no," I cannot be admitted to a nursing home or community-based residential facility for a long-term stay without a court order.*

**2. Agent authority to order the withholding or withdrawal of feeding tube and I.V. hydration.**

*(Initial or mark one box)*

- EW** Yes, my Health Care Agent has authority to have a feeding tube or I.V. hydration withheld or withdrawn from me subject to any limits I have set forth in this document.
- No, my Health Care Agent does not have authority to have a feeding tube or I.V. hydration withheld or withdrawn from me. *If I check "no," feeding tubes or I. V. hydration cannot be withheld or withdrawn in Wisconsin without a court order.*

**3. Agent authority to make decisions if I am pregnant.**

*(Initial or mark one box)*

- Yes, my Health Care Agent has authority to make decisions for me if I am

### **Part III— Statement of Desires, Special Provisions, or Limitations**

My Health Care Agent shall make decisions consistent with my stated desires, and is subject to any special instructions or limitations that I may list here. The following are some specific instructions for my Health Care Agent and/or physician providing my medical care. If I require treatment in a state that does not recognize this Power of Attorney for Health Care, or my Health Care Agent cannot be contacted, I want the instructions below to be followed based on my common law and constitutional right to direct my own health care.

#### ***Instructions for Completing this Part:***

The following instructions are optional. If you choose not to provide any instructions, your health care agent will make decisions based on your oral instructions or what is considered your best interest. If you choose **not** to provide any instructions, draw a line and write "no instructions" across the page.

#### **Stopping Attempts of Life Prolonging Treatments:**

*(Either initial or mark the box)*

- If I reach a point where it is reasonably certain that I will not recover my ability to interact meaningfully with family, friends, environment, and myself, I want to stop or withhold **all** treatments that might be used to prolong my existence. Treatments I would not want if I were to reach this point include tube feedings, I.V. hydration, respirator/ventilator, CPR, and antibiotics.

#### **Pain and Symptom Control:**

*(Either initial or mark the box)*

- If I reach a point where efforts to prolong my life are stopped, I want medical treatments and nursing care that will make me comfortable.

### Cardiopulmonary Resuscitation (CPR):

My CPR choice listed below may be reconsidered by my Health Care Agent in light of my other instructions or new medical information, if I become incapable of making my own decisions. If I do not want CPR attempted, my physician should be made aware of this choice. If I indicate below that I do not want CPR attempted, this choice, in itself, will not stop emergency personnel from attempting CPR in an emergency. Other documents may be needed to control the actions of emergency personnel.

*(Initial or mark one box)*

I want ~~Cardiopulmonary Resuscitation (CPR) attempted if my heart stops.~~

I do not want CPR attempted if my heart stops.

I want ~~Cardiopulmonary Resuscitation attempted unless my physician determines one of the following:~~

- I have an incurable illness or injury and am dying; OR
- I have no reasonable chance of survival if my heart stops; OR
- I have little chance of long-term survival if my heart stops and the process of resuscitation would cause significant suffering.

**Upon my Death:**

After my death the following are my instructions. If my Health Care Agent does not have authority to make these decisions, I ask that my next of kin and physician follow these requests if possible.

***Donation of my Organs or Tissue:***

*(Initial or mark one box)*

- I wish to donate only the following organs or parts (Name the specific organs or tissue): \_\_\_\_\_
- I wish to donate any organs or tissue if I am a candidate.
- I do not want to donate any organ or tissue.

***Autopsy:***

*(Initial or mark in both the first and second choice or just one choice)*

- I would accept an autopsy if it can help my blood relatives understand the cause of my death or assist them with their future health care decisions.
- I would accept an autopsy if it can help the advancement of medicine or medical education.
- I do not want an autopsy performed on me.

**Religion:**

I am of the Methodist faith, and am a member of the \_\_\_\_\_ congregation, synagogue, or worship group. Phone number of congregation, synagogue, or worship group (if known): \_\_\_\_\_

Please attempt to notify them.

**Persons I Want My Agent to Include in the Decision Process:**

I ask that my Health Care Agent seek input from the following persons in my health care

## Part IV – Making the Document Legal

### *Instructions for Completing this Section:*

Wisconsin residents must have this document signed and dated in the presence of two witnesses.

**I am thinking clearly, I agree with everything that is written in this document, and I have made this document voluntarily.**

K Elizabeth Williams  
My signature

8/5/08  
Date

**If I cannot sign my name, I can ask someone to sign this document for me.**

\_\_\_\_\_  
Signature of the person who I asked to sign this document for me.

\_\_\_\_\_  
Print the name of the person who I asked to sign this document for me.

### **Statement of Witnesses**

I personally know the person who signed this document. I believe him or her to be of sound mind and at least 18 years of age. I personally witnessed him or her sign this document, and I believe that he or she did so voluntarily.

By signing this document as a witness, I certify that I am:

- at least 18 years of age.
- not a Health Care Agent appointed by the person signing this document.
- not related to the person signing this document by blood, marriage, or adoption.
- not directly financially responsible for that person's health care.
- not a health care provider serving the person at this time.
- not an employee (other than a social worker or chaplain) of (i) a health care provider serving the person at this time or (ii) an inpatient health care facility of which the patient is admitted or receiving treatment.
- to the best of my knowledge I am not entitled to and do not have a claim against the person's estate.

Witness number 1:

Karen Schindler CSW

Witness number 2:

Julia Lopez

**Part I — Appointing a person to make my health care decisions when I can't make my own health care decisions**

If I am no longer able to make my own health care decisions, this document names the person I choose to make these choices for me. This person will be my Health Care Agent. This person will make my health care decisions when I am determined to be incapable to make health care decisions as provided under Wisconsin state law.

***Instructions for Completing this Part:***

When selecting someone to be your Health Care Agent, pick someone who knows you well, who you trust, who is willing to respect your views and values, and who is able to make difficult decisions in stressful circumstances. Often family members are good choices, but not always. Make sure that you pick someone who will closely follow what you want and will be a good advocate for you. Whatever you do, take time to discuss this document and your views with the person(s) you pick to be your agent. Note that in the event your Health Care Agent is your spouse and your marriage is annulled or you are divorced after signing this document, this document is invalid. In such circumstance, you may not be able to rely on your designations of alternative Health Care Agents and you should execute an entirely new Power of Attorney for Health Care.

Your Health Care Agent should be at least 18 years or older and should not be your health care providers or an employee of your health care provider unless they are a close relative. Space has been provided for a second and third alternate Health Care Agent.

**The person I choose as my Health Care Agent is:**

Name: Robert Williams  
Day phone: (414) 403-5473 Evening phone: (414) 403-5473  
Address: 11711 W Brown Deer Rd Apt 9  
City: Milwaukee State: WI Zip: 53224

If this Health Care Agent is unable or unwilling to make these choices for me, then my next choice for a Health Care Agent is:

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## **ELIZABETH WILLIAMS**

### **REVOCABLE TRUST**

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This is a declaration of trust by ELIZABETH WILLIAMS, the Settlor (hereafter referred to in the first person), and the Trustee (together with any additional or successor trustees referred to herein as the "trustees"). The trust created by this instrument may be referred to as the Elizabeth Williams Revocable Trust. After this trust is no longer subject to revocation, in whole or in part, the word "Revocable" may be removed from its title.

#### **ARTICLE 1**

##### **ADMINISTRATION DURING MY LIFETIME**

**1.1 Initial Principal and Additions.** I hereby deliver to the trustees as the initial principal of the trust the sum of One Dollar (\$1.00). I may transfer additional property or rights to receive property to the trustees from time to time, and the trustees will accept the same. In the event of my incapacity, I may have designated an agent with authority to transfer my assets to this trust. In the absence of such a transfer by my agent, I request that the court with jurisdiction over my affairs authorize transfer of my assets to this trust. In their discretion, the trustees may also accept property or rights to receive property from other persons, which additions shall be administered and accounted for as additions to the principal of this trust.

**1.2 Income and Principal.** Any net income which this trust may have during my lifetime shall be distributed to me at least quarterly, but in the event the trustees shall consider it in my best interests they may, in their discretion, apply such income for my benefit and accumulate and reinvest any income not needed. The trustees shall distribute to me or apply for my benefit such amounts of principal and accumulated income as I may request and such additional amounts