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ATTORNEY,
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Law Offices of GIANELLI, BREW & MAYOL
A PROFESSIONAL CORPORATION
P. O. Box 458
Sonora, California 95370

18753

DURABLE POWER OF ATTORNEY

I, ROBERT N. WHISENANT, of 20875 Lynn Lane, Sonora, California, ("Principal",) do hereby nominate, constitute and appoint GRACE L. WHISENANT, of 20875 Lynn Lane, Sonora, California, or if she is unable to act, then I appoint ROBERT BRYAN WHISENANT, of 4834 Bernal #C, Pleasanton, California, or if he is unable to act, then I appoint DONALD R. WHISENANT, of 2017 Diane Lane, Alabaster, Alabama, as my true and lawful attorney in fact, (hereinafter referred to as my "Agent".)

1. Effective Date and Duration

This Durable Power of Attorney is effective as of the date signed and shall continue until the death of the Principal or revocation of this Durable Power of Attorney by the Principal. This durable power of attorney shall not be affected by subsequent disability or incapacity or the Principal and is intended to be a Durable Power of Attorney under Article 3, Section 2400 of the California Civil Code.

2. Signing

When the Agent signs on behalf of the Principal, the Agent shall use the following form as authorized in California Civil Code Section 1095:

"ROBERT N. WHISENANT, by GRACE L. WHISENANT,
Attorney in Fact"

or

"ROBERT N. WHISENANT, by ROBERT BRYAN WHISENANT,
Attorney in Fact"

10/15/1993-32095
08:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD

1993-32095

or

"ROBERT N. WHISENANT, by DONALD R. WHISENANT,
Attorney in Fact"

3. Powers

The Agent is given the powers contained herein with full power of substitution, revocation and delegation. These powers are to be used solely for the Principal's benefit and behalf. The powers shall be used in a fiduciary capacity. As to the Principal's assets (i) standing in the Principal's name, or (ii) held for the Principal's benefit, or (iii) acquired for the Principal's benefit the Agent shall have the following powers:

(a) As to any commercial, checking, savings, and loan account in the Principal's name or opened for the Principal's benefit -- to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts;

(b) As to any promissory note receivable, secured or unsecured -- to collect on, compromise, endorse, borrow against, hypothecate, release, and reconvey that note and any related deed of trust;

(c) As to any shares of stock, bonds, or any documents or instruments defined as securities under California law -- to open accounts with stock brokers (on cash or on margin), close accounts with a stock broker, buy, sell, endorse, transfer, hypothecate and borrow against;

(d) As to any real property -- to collect rents, disburse funds, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for any transaction in this sub-paragraph (d), and to sell any of the real property;

(e) As to any other property not listed in paragraphs (a), (b), (c) and (d) -- to buy, sell, and dispose of as needed in the Agent's judgment for the Principal's welfare and comfort;

(f) To hire and to pay from the Principal's funds for counsel and services of professional advisors, including without limitations -- physicians, dentists, accountants, attorney, and investment counselors;

(g) As to the Principal's income taxes and other taxes -- to sign the Principal's name, hire preparers and advisors and pay for their services from the Principal's funds, and to do whatever is necessary to protect the Principal's assets from assessments;

(h) To transfer to the Trustee of a revocable trust of which the Principal is a Trustor (Grantor) and a beneficiary;

(i) To buy in name of the Principal those U.S. Government bonds referred to as "Flower Bonds" that may be used to pay federal estate taxes on the Principal's death;

(j) To apply for and collect government insurance benefits (including but not limited to Medicare, Medi-Cal or other accident and health benefits);

(k) To enter into and execute any and all contracts, deeds and other agreements necessary to divide the existing community property and future income of the Principal and the Principal's spouse, GRACE L. WHISENANT, into two separate but equal portions to be held and dealt with as the separate property of each of them, and to transfer all of the Principal's right, title and interest in the Principal's residence (real property and improvements) to the Principal's spouse, GRACE L. WHISENANT, or any third party for whatever purpose;

(l) Subject to any limitations in this document, the Agent has the power and authority to make gifts of the Principal's assets according to the statement(s) the Principal has indicated below with the Principal's signature which reflects the Principal's desires. If the Principal does not sign next to either item the Agent will not have the authorization to make gifts of the Principal's assets.

Robert N. Whisenant

The Principal authorizes the Agent to make gifts to the Principal's children, grandchildren, and great grandchildren, and to the Principal's spouse, but the Agent shall not make gifts to him/herself, except as otherwise provided herein; (If the Agent is a child of the Principal that Agent may make gifts to him/herself or to the Agent's issue, provided that the Agent make pro-rata gifts to the Principal's other children or their issue per stirpes to equalize the gifts to the Agent or his or her issue.)

The Principal authorizes the Agent to make gifts, in the Agent's judgment, to charitable, scientific, or educational institutions according to the Principal's pattern of charitable giving during the past five (5) years;

(m) To sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, when, in our judgment the Principal's family's best interests would be served; to that end, to hire and to pay for legal and financial counsel to make that decision as to whether to file that disclaimer;

(n) To contract with any institution for the maintenance of a safe-deposit box in the Principal's name, whether or not the contract for such safe-deposit box was executed by the Principal (either alone or jointly with others) or by the Agent in the Principal's name; to add to or remove from the contents of such safe-deposit box in the Principal's name and to terminate any and all contracts for such boxes;

(o) To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving the Principal in any way, including but not limited to claims by or against the Principal arising out of property or otherwise engage in litigation involving the Principal or under such circumstances that the loss resulting therefrom will or may be imposed on the Principal; to otherwise engage in litigation involving the Principal, the Principal's property or any interest of the Principal, including any property or interest or person for which or whom the Principal has or may have any responsibility;

(p) To withdraw and/or receive the income or corpus of any trust over which the Principal may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

(q) To renounce any fiduciary position to which the Principal has been or may be appointed or elected, including but not limited to personal representative,

trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which the Principal has been or may be elected or appointed; to resign any such positions in which capacity the Principal is presently serving; to file any accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as the Principal's Agent shall deem appropriate.

4. Limitations of Powers

The Agent shall not have the following powers:

(a) To use the Principal's assets to pay for the Agents own legal obligations, including, but not limited to, support of dependents;

(b) To exercise any of the powers of the trustee under any irrevocable trust of which the Agent is the Trustor (Grantor) and of which the Principal is the Trustee;

(c) To exercise the incidents of ownership over any life insurance policies the Principal owns on the Agent's life.

5. Miscellaneous

(a) Nomination of Conservator - If protective proceedings of the Principal's person or estate or both are begun after this document is signed, the Principal nominates for the Court's consideration the following person:

For the conservatorship of the person:

GRACE L. WHISENANT, or if she is unable or unwilling to act, then the Principal nominates ROBERT BRYAN WHISENANT, or if he is unable or unwilling to act, then the Principal nominates DONALD R. WHISENANT.

For the conservatorship of the estate:

GRACE L. WHISENANT, or if she is unable or unwilling to act, then the Principal nominates ROBERT BRYAN WHISENANT, or if he is unable or unwilling to act, then the Principal nominates DOANLD R. WHISENANT.

(b) Severability - If any provision of this document is not valid, all other provisions shall remain valid;

(c) The Agent's Freedom from Liability When the Agent shows Good Faith - The Agent is not liable to the Principal or any of the Principal's successors when, in good faith, act or do not act under this document; but this freedom from liability is not effective in the event of the Agent's willful misconduct or gross negligence;

(d) Plural and Singular - Where required, the singular includes the plural and plural includes the singular;

(e) California Governing Law - California law governs this durable power of attorney in all respects.

(f) Signing - I, the Principal, sign this Durable Power of Attorney on this 22 day of October, 1990, at Sonora, California.

10/15/1993-32095
08:31 AM CERTIFIED
PRINCIPAL:

SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00

Robert N. Whisenant
ROBERT N. WHISENANT

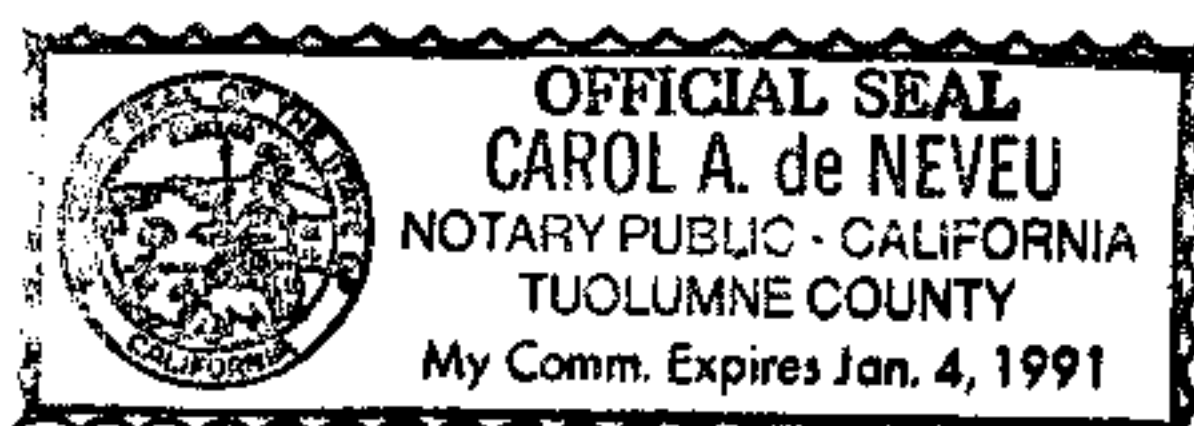
James A. Gianelli
James A. Gianelli, Witness

Carol A. de Neveu
Carol A. de Neveu, Witness

STATE OF CALIFORNIA)
) ss.
COUNTY OF TUOLUMNE)

On this 22nd day of October, 1990, before me, a Notary Public for the state and county, personally appeared ROBERT N. WHISENANT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

18753



Carol A. de Neveu
Notary Public