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Shelby Cnty Judge of Probate, AL  
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## **DESIGNATION OF AGENT** **AS POWER OF ATTORNEY IN FACT**

(Name of Principal): Gloria E. McKinnon a.k.a. Gloria McManus McKinnon a.k.a. Gloria Etheline McKinnon, 173 Scarlet Lane, Chelsea, Alabama 35043.

I name the following person as my agent:

Name of Agent: Ronald Reid McKinnon

Agent's Address: 4935 Meadow Brook Road, Birmingham, Alabama 35242

Agent's Telephone Number: [REDACTED]

## **DESIGNATION OF SUCCESSOR AGENT**

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent:

Successor Agent's Address:

Successor Agent's Telephone Number:

## **GRANT OF GENERAL AUTHORITY**

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter IA, Title 26, Code of Alabama 1975:

If you wish to grant general authority over all of the subjects enumerated in this section you may

SIGN here: Gloria E. McKinnon  
(Signature of Principal) OR

If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:

G.E.M. Real Property as defined in Section 26-1A-204

G.E.M. Tangible Personal Property as defined in Section 26-IA-205

G.E.M. Stocks and Bonds as defined in Section 26-IA-206

G.E.M. Commodities and Options as defined in Section 26-IA-207

G.E.M. Banks and Other Financial Institutions as defined in Section 26-IA-208

G.E.M. Operation of Entity or Business as defined in Section 26-IA-209

G.E.M. Insurance and Annuities as defined in Section 26-IA-210

G.E.M. Estates, Trusts, and Other Beneficial Interests as defined in Section 26-IA-211

G.E.M. Claims and Litigation as defined in Section 26-1A-212

G.E.M. Personal and Family Maintenance as defined in Section 26-1A-213

G.E.M. Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-IA-214

Retirement Plans as defined in Section 26-1A-215

Taxes as defined in Section 26-1A-216

Gifts as defined in Section 26-1 A-217

### **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My agent **MAY NOT** do any of the following specific acts for me **UNLESS I have INITIALED** the specific authority listed below:

**(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL the specific authority you WANT to give your agent.)**

- Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law
- Make a gift to which exceeds the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this power of attorney
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that the principal has authority to delegate

### **LIMITATIONS ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant **MAY NOT** use my property to **benefit** the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power. Except for any special instructions given herein to the agent to make gifts, the following shall apply:

Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my

assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. § 2041 and 26 U.S.C. § 2514 of the Internal Revenue Code of 1986, as amended. My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

#### **SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines. For your protection, if there are no special instructions write NONE in this section.

None

EFFECTIVE DATE: June 11-2014

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

#### **RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT (Signature of Principal):

Your Signature Gloria E. McKinnon Date: 6-11-2014

Your Name Printed: Gloria E. McKinnon

Your Address: 173 Scarlet Ln. Chelsea, Al. 35043

Your Telephone Number: [REDACTED]

State of Alabama)

County of Shelby)

I, the undersigned a Notary Public, in and for the County in this State, hereby certify that Gloria E. McKinnon, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he or she executed the same voluntarily on the day the same bears date.

Given under my hand this 11 day of June, 2014.

Signature of Notary Rachel Ann Powell  
My commission expires: May 23, 2016



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This document prepared by: Henry E. Lagman, 1905 Indian Lake Drive, Suite B, Birmingham, Alabama.

## **IMPORTANT INFORMATION FOR AGENT**

**Agent's Duties:** When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties *that* continue until you *resign* or the power of attorney is terminated or revoked. You must:

do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest; act in good faith; do nothing beyond the authority granted in this power of attorney; and disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

**Agent's Signature must be in the following form:**

### **(Principal's Name) by (Your Signature) as Agent**

Unless the Special Instructions in this power of attorney state otherwise, you must also: ( I) act loyally for the principal's benefit; avoid conflicts that would impair your ability to act in the principal's best interest; act with care, competence, and diligence; keep a record of all receipts, disbursements, and transactions made on behalf of the principal; cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

( 1. ) death of the principal;

the principal's revocation of the power of attorney or your authority; the occurrence of a termination event stated in the power of attorney; the purpose of the power of attorney is fully accomplished; or if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

### **Liability of Agent**



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The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter IA, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation. If there is anything about this document or your duties that you do not understand, you should seek legal advice.

*Power of attorney by Nancy Lagnau attorney at law*



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