

Durable Power of Attorney

1. **Designation.** I, MARIE C. McGRAW, (the "Principal") designate GEORGE J. McGRAW as attorney-in-fact for the Principal. If the designated attorney-in-fact fails to qualify, ceases to act or is unwilling to serve, then ROXANNE COOPER SMITH is designated as attorney-in-fact for Principal.

2. **Effectiveness:** Duration. This power of attorney:

2.1 yes MCM no _____ Shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under Section 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

2.2 yes _____ no _____ Shall not become effective until written evidence of incompetence or of the determination of disability is made by the Principal's regular attending physician. This power of attorney shall continue until revoked or terminated under section 5, notwithstanding any uncertainty as to whether the Principal is dead or alive. Disability shall include the inability to manage property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance.

[Principal must initial in the affirmative (yes) either 2.1 or 2.2. The one not initialed in the affirmative (yes) should be initialed in the negative (no)]

3. **Powers.** The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, wherever located. These powers shall include, without limitation, the power and authority specified below.

3.1 **Safe Deposit Box.** The attorney-in-fact shall have access at all times to remove the content of any safe deposit box to which the Principal has a right of access.

3.2 **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.

3.3 **Personal Property.** The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.4 **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 association, 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.

3.5 **United State Treasury Bonds.** The attorney-in-fact shall have the authority to purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.

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

3.7 **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.

3.8 **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 in the instrument.

3.9 **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.

3.10 **Tax Returns.** The attorney-in-fact may prepare and sign on Principal's behalf and in name any and all tax returns, federal, state or local which Principal may be required to file.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, acts, rights or powers herein does not limit or restrict, and is not to be construed or interpreted as limiting or restricting the general powers herein granted to my Attorney-in-Fact.

4. **Optional Powers.** By initialing the following optional provisions, in the affirmative (yes), the Principal authorizes the attorney-in-fact to:

- 4.1 yes MCM no ____ To make charitable gifts based on Principal's expressed desires stated while competent, the pattern of giving by the Principal during management of their own affairs and/or the percentage such charitable gifts, made by the Principal during their management, bear to the Principal's income and assets.
- 4.2 yes MCM no ____ Transfer assets of all kinds to the trustee of any trust which trust was established by Principal and if not established by Principal a trust which is for the sole benefit of the Principal, and which terminates at the Principal's death with the Principal's property distributable to the executor of the Principal's estate.
- 4.3 yes MCM no ____ Disclaim any interest in any property to which the Principal would otherwise succeed.
- 4.4 yes MCM no ____ To make transfers of assets so as to qualify the Principal for medical assistance or other benefit programs of any kind or nature.
- 4.5 yes MCM no ____ Make, amend, alter, revoke and change joint tenancies, community property agreements, life insurance policies, employee benefit designations, or any other testamentary dispositions of the Principal's property and/or to make any lifetime gifts of such property and to exercise any power of appointment held by Principal over any property.
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.
6. **Accounting.** Upon request of the Principal or the Guardian of the estate of the Principal or the executor of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.
7. **Expenses - Compensation.** My Attorney-in-Fact herein appointed or any successor, shall be entitled to reimbursement for his/her reasonable expenses incurred in the performance of his/her duties.
8. **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 taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and representatives of the Principal.
9. **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.
10. **Severance and Validity.** In the event any power or authority given herein by the Principal to the attorney-in-fact cannot be exercised under the laws of the State where executed, or under the laws of another State where this Durable Power of Attorney is being utilized, the remaining powers and authorities hereunder granted shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.
11. **Applicable Law.** The laws of the State where executed shall govern this power of attorney.
12. **Disability of Principal.** This Power of Attorney shall not be affected by the principal's subsequent disability or incapacity and shall remain effective for an unlimited period after the disability or incapacity occurs.
13. **Photocopies.** Any person relying on this power of Attorney may rely on a photocopy as if it were an original.

Dated April 20, 2006

Marie C. McGraw
Principal

State of Alabama

County of Shelby ss.

On this the 20th day of April, 2006, before me, Tracy Feltman, the undersigned Notary Public, personally appeared Marie C McGraw known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed said instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 10/28/2009

Tracy Feltman
Notary Public in and for the State of Alabama residing at 102 Inverness Plaza Bldg A 35242

AL DOCUMENT, YOU SHOULD READ CAREFULLY AND SEEK LEGAL COUNSEL FOR QUESTIONS.

