

**==DURABLE POWER OF ATTORNEY FOR FINANCE
OF =
DOROTHY A MORROW**

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**ARTICLE I
=Creation**

I, Dorothy A Morrow, as Principal =and a resident of the State of Alabama designate the following persons, =in order of preference and succession, to serve as Attorney-In-Fact (my ="Agent") for me and to act as the guardian or limited guardian of my =estate should guardianship proceedings become necessary or desirable: =

- 1) Bette J. Bassett (my daughter)
- 2) Barbara A =Anderson (my daughter)
- 3) Beverly J. Johnson (my daughter) *D.M.*

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**ARTICLE II
Effectiveness; Effective Upon =Disability**

This Power of Attorney shall =become effective upon my disability and shall survive and continue =during my disability, incompetence, incapacity, or partial incapacity. =This Power of Attorney shall not be affected by my subsequent disability =or incapacity or by lapse of time. Disability, incompetence, incapacity =or partial incapacity shall include, without limitation, my inability to =manage my property and affairs or caring for myself effectively, for =reasons such as mental illness, mental deficiency or other mental =incapacity, physical illness or disability, advanced age, senility, =chronic use of drugs, chronic intoxication, which may be evidenced by a =written statement of my regularly attending physician or two other =qualified physicians or by court order.

**ARTICLE =III
When Successor Agent is Entitled to Act**

= The successor Agent shall be entitled to act upon the death, =disability or incapacity determined by the same criteria above, or upon =the written resignation of the designated prior Agent or under a written =delegation of authority by my Agent.

**ARTICLE =IV
Powers**

My Agent shall have all =powers of an absolute owner over my assets and liabilities, whether =located within or without the State of Alabama, including, without =limitation, the following power and authority:

**A. =Power relating to real property transactions. I empower my
=attorney-in-fact to:**

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1. accept as a gift =or as security for a loan, reject, demand, buy, lease, receive, or =otherwise acquire an interest in real property or a right incident to =real property;
2. sell, exchange, or convey, with or =without covenants; quitclaim; release; surrender; mortgage; encumber; =partition; consent to partitioning; subdivide; apply for zoning, =rezoning, or other governmental permits; plat or consent to platting; =develop; grant options concerning; lease; sublet; or otherwise dispose =of an interest in real property or a right incident to real =property;
3. release, assign, satisfy, and enforce, =by litigation or otherwise, a mortgage, deed of trust, encumbrance, =lien, or other claim to real property that exists or is asserted;
4. do any act of management or of conservation with =respect to an interest in real property or a right incident to real =property, owned or claimed to be owned by the principal, =including:
 - a. insuring =against a casualty, liability, or loss;
 - b. obtaining =or regaining possession or protecting the interest or right, by =litigation or otherwise;
 - c. paying, compromising, or =contesting taxes or assessments, or applying for and receiving refunds =in connection with them; and
 - d. purchasing supplies, =hiring assistance or labor, and making repairs or alterations in the =real property;
5. use, =develop, alter, replace, remove, erect, or install structures or other =improvements upon real property in or incident to which the principal =has or claims to have an interest or right;
6. =participate in a reorganization with respect to real property or a legal =entity that owns an interest in or right incident to real property and =receive and hold shares of stock or obligations received in a plan of =reorganization and to act with respect to them, =including:
 - a. selling or =otherwise disposing of them;

- c. voting them in person or by proxy;
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7. change the form of title of an interest in or right incident to real property;
 8. dedicate to public use, with or without consideration, easements or other real property in which the principal has or claims to have an interest.

B. Power relating to tangible personal property transactions. I empower my attorney-in-fact to:

1. accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property;
2. sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property;
3. release, assign, satisfy, or enforce, by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal with respect to tangible personal property or an interest in tangible personal property; and
4. do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including:
 - a. insuring against casualty, liability, or loss;
 - b. obtaining or regaining possession or protecting the property or interest, by litigation or otherwise;
 - c. paying, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
 - d. moving from place to place;

C. Power relating to banking and other financial institution transactions. I empower my attorney-in-fact to:

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1. continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
2. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;
3. hire a safe deposit box or space in a vault;
4. contract to procure other services available from a financial institution as the agent considers desirable;
5. withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution;
6. receive bank statements, vouchers, notices, and similar documents from a financial institution and to act with respect to them;
7. enter a safe deposit box or vault and withdraw or add to the contents;
8. borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal;
9. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; receive the cash or other proceeds of those transactions; and accept a draft drawn by a person upon the principal and pay it when due;
10. receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;
11. apply for and receive letters of credit, credit cards, and traveler's

=agreement in connection with letters of credit; and

- =12. consent to an extension of the time of payment with respect =to commercial paper or a financial transaction with a financial =institution.

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D. Power relating to =benefits from Social Security, Medicare, Medicaid, or other governmental =programs or from military service. I empower my attorney-in-fact =to:

1. execute vouchers in the name of =the principal for allowances and reimbursements payable by the United =States or a foreign government or by a state or subdivision of a state =to the principal, including allowances and reimbursements for =transportation of the principal and the principal's spouse, children, =and other individuals customarily or legally entitled to be supported by =the principal, and for shipment of their household effects;
- =2. take possession and order the removal and shipment of property =of the principal from a post, warehouse, depot, dock, or other place of =storage or safekeeping, either governmental or private, and execute and =deliver a release, voucher, receipt, bill of lading, shipping ticket, =certificate, or other instrument for that purpose;
3. prepare, file, and prosecute a claim of =the principal to a benefit or assistance, financial or otherwise, to =which the principal claims to be entitled, under a statute or =governmental regulation;
4. prosecute, defend, submit =to arbitration, settle, and propose or accept a compromise with respect =to any benefits the principal may be entitled to receive; and
- =5. receive the financial proceeds of a claim of the type =described in this section and conserve, invest, disburse, or use =anything received for a lawful purpose.

=E. **Power relating to tax matters.** I empower my attorney-in-fact =to:

1. prepare, sign, and file federal, =state, local, and foreign income, gift, payroll, Federal Insurance =Contributions Act, and other tax returns; claims for refunds; requests =for extension of time; petitions regarding tax matters; and any other =tax-related documents, including receipts, offers, waivers, consents =(including consents and agreements under Internal Revenue Code section =2032A or any successor section), closing agreements, and any

other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

2. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the internal revenue service or other taxing authority;
3. exercise any election available to the principal under federal, state, local, or foreign tax law; and
4. act for the principal in all tax matters for all periods before the internal revenue service and any other taxing authority.

ARTICLE V

Purposes

My Agent shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies, and urgent necessities.

ARTICLE VI

Limitations on Powers

My Agent shall not exercise any of the powers for my Agent's own benefit or in satisfaction of a legal obligation of my Agent except and unless specifically provided for above.

ARTICLE VII

Termination and Revocation

A. In General. This power of attorney revokes and supersedes all prior financial powers of attorney executed by me, whether recorded or not. This power of attorney may be revoked, suspended or terminated by me at any time or by court order. If this Power of Attorney has been recorded, the written instrument of revocation may be recorded in the office of the recorder or auditor of the place where the power was recorded. Upon my death, this power of attorney shall terminate upon actual knowledge or receipt of written notice thereof by the Agent.

B. By Guardian. A Guardian of my estate appointed by the Court shall have the power to revoke, suspend or terminate this power of attorney, subject to the approval of the court. A Guardian of my person only shall not have the power to revoke, suspend or terminate this power.

=relationship, equitable distribution of property, separation or like =instrument by either me or my partner, without further notice to my =Agent/spouse/domestic partner.

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ARTICLE VIII

=General Provisions

A. Accounting. =My Agent shall keep accurate records of my financial affairs, including =documentation of all transactions in which the Agent is involved. My =Agent shall account for all actions taken by my Agent for or on behalf =of me upon request by me, any guardian or limited guardian of my estate =or of my person, any subsequently appointed Agent, any successor Agent =acting in such capacity, any primary or alternate Agent named herein, =and/or to any subsequently appointed personal representative of my =estate.

B. Reliance. Any person acting in good =faith and in reasonable reliance on this power of attorney shall not =incur any liability thereby, so long as such party has not received =actual knowledge or actual notice of revocation, suspension or =termination of this Power of Attorney by death or otherwise. Any action =so taken unless otherwise invalid or unenforceable, shall be binding on =my heirs, devisees, legatees, or personal representative.

=C. Indemnity. My estate shall hold harmless and indemnify my =Agent from all liability for acts or omissions done in good =faith.

D. Compensation. My Agent serving =hereunder shall NOT be entitled to receive compensation, but SHALL be =entitled to reimbursement for costs expended. My Agent is authorized =and encouraged when s/he deems it desirable or necessary to employ =others to aid in the management of my assets, or the exercise of powers =under this Power of Attorney or any Power of Attorney for Health Care =that I have executed, including but not limited to, lawyers, =accountants, financial advisors, physicians or other appropriate =persons.

E. Court Enforcement. My Agent shall =have the power to seek appropriate court orders mandating acts which my =Agent deems appropriate if a third party refuses to comply with =decisions made by my Agent which are authorized by this document, or =enjoining acts by third parties which my Agent has not authorized. My =Agent may bring legal action against any third party who fails to comply =with actions I have authorized my Agent to take and demand damages on my =behalf for such noncompliance.

F Reliance On =Photocopy. Third parties shall be entitled to rely on a photocopy =of the signed Original hereof.

G. Applicable Law. = The laws of the State of Alabama shall govern this

=which it is presented.

H. HIPAA Release =Authority. I intend for my agent to be treated as I would be =with respect to my rights regarding the use and disclosure of my =individually identifiable health information or other medical records. =This release authority applies to any information governed by the Health =Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC =1320d and 45 CFR 160-164. I authorize: any physician, health-care =professional, dentist, health plan, hospital, clinic, laboratory, =pharmacy or other covered health-care provider, any insurance company =and the Medical Information Bureau Inc. or other health-care =clearinghouse that has provided treatment or services to me, or that has =paid for or is seeking payment from me for such services, to give, =disclose and release to my agent, without restriction, all of my =individually identifiable health information and medical records =regarding any past, present or future medical or mental health =condition, including all information relating to the diagnosis and =treatment of HIV/AIDS, sexually transmitted diseases, mental illness, =and drug or alcohol abuse.

The authority given my agent =shall supersede any prior agreement that I may have made with my =health-care providers to restrict access to or disclosure of my =individually identifiable health information. The authority given my =agent has no expiration date and shall expire only in the event that I =revoke the authority in writing and deliver it to my health-care =provider.

DATED this 7-15 day of = _____, 2014

= Dorothy A. Morrow
Dorothy A Morrow, =Principal

Social Security Number: = 473-09-4999

Residing at:

=343 Chesser Pk Dr
Chelsea, AL 35043

=s24STATE OF
Alabama } =ss.
=COUNTY OF Shelby }

This is to =certify that on this 15 day of April, 2014, before me, =the undersigned Notary Public in and for the state of =Alabama, duly commissioned and qualified, personally =appeared Dorothy A Morrow, to me known to be the person described in and =who executed the within and foregoing Power of Attorney, and =acknowledged to me that she signed the same as 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.

=Londak Luther
Notary =Signature
Print Name: =Londak Luther
NOTARY PUBLIC in and for =the
state of Alabama, residing at =

My =commission expires: 7-19-2017.

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Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
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James W. Fuhrmeister