DURABLE POWER OF ATTORNEY **99**029070 99 APR -6 AM 10: 55 APR 06 1999

KNOW ALL MEN BY THESE PRESENTS:

MORRIS W. CARTER

That I, CHESTER KOWAL, presently residing in Brown County, Florida, do hereby revoke any and all prior powers of attorney which I may have granted and, effective as of the date of this instrument, I do make, constitute and appoint EDWIN S. KOWAL, as my true and lawful attorney to act in, manage and conduct all my estate and all my affairs and, for that purpose, for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute or to concur with persons jointly interested with myself therein in the doing or executing of all or any of the following acts, deeds and things, for so long as my attorney in fact is living and not mentally or physically incapacitated, to wit:

- 1. Durable Power of Attorney: In accordance with Section 709.08, Florida Statutes, this Durable Power of Attorney shall not be affected by disability of the principal except as provided by Statute;
- Dealing in Property: To buy, receive, lease, accept or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit-claim or otherwise encumber or dispose of; to contract or agree for the acquisition, disposal or encumbrance of any and all property as defined below or any custody, possession, interest or right therein, upon such terms, considerations and conditions as my said attorney shall think proper; and to receive or order disposition of the proceeds thereof;

000240

HOLD FOR FIRST AMERICAN TITLE

- 3. <u>Management of Property:</u> To take, hold, possess, invest, lease, let or otherwise manage any or all of my property as defined below, or any interest therein; to eject, remove or relieve tenants or other persons from and recover possession of such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof, including the power to deliver my personal property into storage;
- 4. Transaction of Business: To make, do and transact all and every kind of business of whatsoever nature, including but not limited to the receipt, recovery, surrender, collection, payment, compromise, settlement and adjustment of all accounts, obligations, the Lake County Recorder! legacies, bequests (whether outright or in trust, present, future, life, remainder, vested, contingent or otherwise), interests, dividends, insurance policies, annuities, demands, debts and taxes which may now or hereafter be due, owing or payable by me or to me;
- 5. Execution of Instruments: To make, alter, amend, endorse, accept, receive, sign, seal, execute, acknowledge and deliver deeds, leases, real estate contracts, mortgages, satisfaction of mortgages, assignments, bills of sales, contracts, agreements, trusts, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, approvals or disapprovals of the action or inaction of or accountings by fiduciaries under formal or informal written or oral arrangements (or any parties to any of the said instruments or arrangements), and such other instruments in writing of whatsoever kind and nature as may be necessary, convenient or proper in the premises: all of such powers to apply to all of my property as defined below;

- 6. Banking Safe Deposit Boxes: To deposit and withdraw, in either my name or my said attorney's name or jointly in both our names, in or from any banking institution any of my funds, negotiable paper, monies or credits which I now or hereafter may have on deposit or to which I may be entitled; to sign checks, withdrawal slips and other documents in my behalf; and to have access for all purposes to any or all safe deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any securities, valuables or other property and to remove therefrom at any time or from time to time all or any part of the contents of any box or vault; Document is the property of
- 7. <u>Contracting Loan:</u> To contract loans and to borrow any sums of money in my name and upon such terms as my said attorney shall see fit, and to pledge or give as security therefore any or all of my said property as defined below;
- 8. <u>Litigation</u>: To institute, prosecute, defend, compromise, arbitrate and otherwise fully dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises and the powers herein granted, except that my said attorney shall not be authorized to accept service of process from nor to submit me to the personal jurisdiction of any court as a defendant in any suit or proceeding pending before the same without further specific, written authority on my part;
- 9. <u>Stocks and Bonds:</u> In furtherance of and in addition to the above, to fully act as my attorney or proxy in any and all matters in respect to any stocks, shares,

debentures, bonds, options, straddles, commercial paper or other investments of every nature, rights or interests which I may now or hereafter hold, including but not limited to voting in my behalf, buying, selling or hypothecating the same, executing assignments and powers of attorney separate from certificate (stock and bond powers), executing the certificates themselves and executing such other instruments relating thereto as my attorney may determine to be desirable in my attorney's sole judgment;

- 10. Insurance, Annuities and Pensions: In my behalf, to effect, maintain, amend, alter, cancel, surrender and otherwise deal with any and all pensions, annuities, and any and all policies of insurance of every type, kind and nature whatsoever; and, to that end, to sign in my behalf any documents requested by any employer or former employer, whether governmental, corporate or otherwise, and by any company issuing any such policy, including but not limited to applications, changes of beneficiary, changes of ownership, changes of address, amendments (whether or not the same increase or decrease coverage or benefits or otherwise) and any and all other documents relating thereto, and to cancel and surrender or take the commuted value of any pension benefits or insurance or annuity policies or benefits and, upon any such cancellation or surrender, to receive any refund, dividends, returned premiums, cash surrender values or other monies that may be due, and to give receipt in full discharge therefor;
- 11. Government and Insurance Vouchers and Checks: To receive, collect, receipt for, to execute and delivery vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States or by any state, county,

municipal or other governmental authority or any insurance company, and to receive, endorse and collect checks payable to the order of the undersigned, drawn on the Treasury or other Fiscal Officer or depository of the United States or other governmental authority or any insurance company, employee benefit fund, or other issuer;

- 12. <u>Taxes:</u> To prepare, execute and file income, gift and other tax returns, customs declarations and other reports, applications, requests and documents required by law or regulation of the United States or any state, county, territory or municipality thereof; to deal on my behalf with agents of any governmental authority in the audit of such return, agree on any settlement or compromise of taxes in dispute, and to receive, endorse and cash any tax refunds due me;
- 13. Removal and Shipment of Property: To take possession, and order the removal and shipment, of any of my property from my residence or from any warehouse, broker, bank, depot, dock, fiduciary (including but not limited to trustees, guardians, personal representatives, or otherwise) or other place of storage or safekeeping, governmental or private; and to execute and delivery any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose;
- 14. Treasury Bonds to Pay Estate Taxes: My attorney is authorized to purchase, and retain as an asset of mine, United States of America Treasury Bonds which may be redeemed at par in payment of Federal Estate Tax which will be imposed upon my estate. The attorney is authorized to borrow funds for the purpose of purchasing such bonds and is authorized to secure such borrowing by pledge of any assets of mine,

-5-

including the bonds so purchased, or by any other security arrangement which the attorney determines to be feasible. The discretion granted as to the purchase of such bonds shall be freely exercised at any time and from time to time when the attorney feels that it would be wise to make such purchase, in my attorney's sole discretion. In determining the amount of such bonds to purchase, consideration should be given to my view that it is better to somewhat over-estimate the amount of such bonds that may be required, than to purchase an inadequate amount of such bonds;

- 15. Gifts: I specifically authorize my attorney to make gifts of any assets to any relative of mine (by blood or marriage), including my attorney-in-fact, provided that the aggregate amount of such gifts to any individual in any calendar year shall not exceed the sum of ten thousand (\$10,000.00) dollars, without my prior written consent.
- 16. Health Care: To employ domestic servants, companions, nurses or doctors to care for me; to admit me or secure release from any hospital, nursing home or other health care facility; to consent on my behalf to any treatment or surgical procedure for any injury or disease from which I may be suffering; and to have access to any medical records pertaining to my physical or mental condition or any communication, oral or written, from any doctor engaged to treat me. Any doctor engaged to treat me may rely on this Power of Attorney in divulging information as to my mental or physical condition. As used herein, "doctor" includes physician, surgeon, osteopath, psychologist and other health care professionals.

- 17. Trust Agreements: To sign, execute, acknowledge and deliver any deed or other instrument of transfer or conveyance covering personal property or real estate wherever situated to the Trustees of any Revocable Trust Agreements created by me by instrument prior to or subsequent to the date of this Power of Attorney which may be amended from time to time; to prepare or arrange for the preparation of and to file all tax returns and pay all taxes required by law, including federal and state returns, and to file all claims for refund or other documents in relation thereto; and to act as attorney-in-fact in my place and stead, during my life with respect to my Revocable Trust Agreement with all authority to act in my place and with all powers contained herein pursuant to this Durable Family Power of Attorney.
- 18. Protection of Third Party: To induce any third party to act in reliance on the continuing effectiveness and absence of revocation of this instrument, I hereby agree that any third party receiving a fully executed copy of this instrument (or any other type of copy of this instrument, certified by a Notary Public or any governmental recording clerk to be a true copy either of the original or of an executed copy of this instrument) may rely on the same and on any act of my attorney taken hereunder; and I further agree that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party; and I, for myself and for my heirs, executors, personal representatives, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against

such third party by reason of such third party having so relied on the provisions of this instrument and its continued effectiveness and absence of revocation. In the event this instrument shall be recorded in any public records, then as to persons relying on such recorded instrument who have no actual notice or knowledge of revocation, the same may only be revoked by an instrument executed in the same manner as this document and also recorded in the same public records, or by my death or legally declared incompetency.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform any and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specially enumerated powers being in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents, including any execution of the powers herein granted in favor of my attorney, or any transaction, dealing or undertaking with my attorney by virtue hereof.

The terms "estate", "affairs" and "property" as used herein include and shall include at all times and places and under all conditions real, personal, tangible, intangible and mixed property of every kind and description whatsoever and wheresoever situated, including by illustration but in no way limited to all lands, buildings, structures, improvements, fixtures, vehicles, appliances, accessories, furnishings, equipment, choses in action, monies, equities, stocks, bonds, debentures, securities, annuities, policies of

insurance of every type and nature, priorities, permits, rations, quotas, rights of way, mineral and oil rights, water rights, easements, licenses, rights and benefits in any trust, future interests, reversions, remainders and all other kinds of property or property rights whatsoever, and every interest, title, equity, tenement, hereditament, appurtenance, right, claim, demand or action therein and thereunto appertaining, and whether said property or property rights be tangible or intangible, jointly or severally owned, or now or hereafter acquired.

CHESTER KOWAL, have hereunto set my

hand and seal this

Signed, Sealed and Delivered e Lake County Recorder!

in the presence of:

ester dowel

STATE OF FLORIDA COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared CHESTER KOWAL, who is personally known to me or who produced ichalfer In Melcho as identification, and who is to me known to be the person described in and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the State and County aforesaid this 4

day of 1999.

Kristy Warren

Kristy Warren

CC 753197

Expires June 21, 2002

BONDED THAU

ATLANTIC BONDING CO., INC.

My Commission Expires: Que, 21. 2002

Susty Ularen Notary Tublic

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

SIOP

