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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I
UNDERSTAND ITS CONTENTS

2005 052182

2005 JUN 24 AM 10:12

MICHAEL A. STOWN
RECORDER

Lisa K. Fannon
Lisa K Fannon

5-27-05
Date

I, Lisa K Fannon, residing at 108 Westgate Drive, Mount Holly Springs, Pennsylvania 17065, hereby appoint Larry Randall Fannon JR of 108 Westgate Drive, mount Holly Springs, pennsylvania 17065, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

My agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions. This power shall include the authority to conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation, or political entity.

2. Sell or convey any interest of mine in real estate (whether currently owned or later acquired).

05-13933
NORTHWEST INDIANA TITLE SERVICES, INC.
162 Washington Street
Lowell, Indiana 46356

This power shall include the power to (i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including deeds) that may be required to convey title to such property, and (iii) collect and receive the proceeds from any such sale.

If the Agent is my spouse, then I also hereby appoint Larry Randall Fannon SR of Appalachia, Virginia, as my substitute Agent solely for the purpose of releasing any dower, homestead or other inchoate interest or other property rights (of whatever nature) which under local law may not be released by my spouse.

3. Mortgage or encumber any interest of mine in real estate located at:

3040 Sunrise Drive

1700
11790

Crown Point, Indiana
and legally described as 3040 Sunrise Drive, Crown Point, Indiana.
The mortgage amount shall not exceed \$221,000.00.

This power shall include the power to (i) mortgage or encumber on such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including a mortgage or deed of trust), and (iii) take any other action that may be required to effect such mortgage or encumbrance.

If the Agent is my spouse, then I also hereby appoint Larry Randall Fannon SR of Appalachia, Virginia, as my substitute Agent solely for the purpose of releasing any dower, homestead or other inchoate interest or other property rights (of whatever nature) which under local law may not be released by my spouse.

4. Manage, insure, improve, repair, collect rents, execute leases, or take any other action that a landlord might take, with respect to any interest of mine in real estate (whether currently owned or later acquired).

5. Obtain credit or borrow money in an amount not to exceed \$221,000.00.

This power shall include the power to (i) obtain credit upon such terms as my Agent may deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including notes, credit agreements, security agreements, and financing statements), and (iii) take any other action that may be required to complete the above transactions.

6. Act on my behalf with respect to the following matters:

- Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.
- Enter into binding contracts on my behalf.
- Purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or on the life of anyone in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any

annuity contract in which I have an interest; to decrease coverage under or cancel any of these policies described above; to receive and make such disposition of the cash value on termination of any such policy as my Agent deems appropriate. However, my Agent shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent.

- Create and contribute to an employee benefit plan, including a plan for a self-employed individual, for my benefit; to elect retirement on my behalf; to select any payment option under any IRA or employee benefit plan in which I am a participant, including plans for self-employed individuals, or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to nonemployee spouses under state or federal law; to borrow money or purchase assets from such plans, if authorized by such plans; to make revocable and irrevocable beneficiary designations and to change revocable beneficiary designations; to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

- Opening Bank Accounts

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall not be entitled to reimbursement of expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, but only if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my

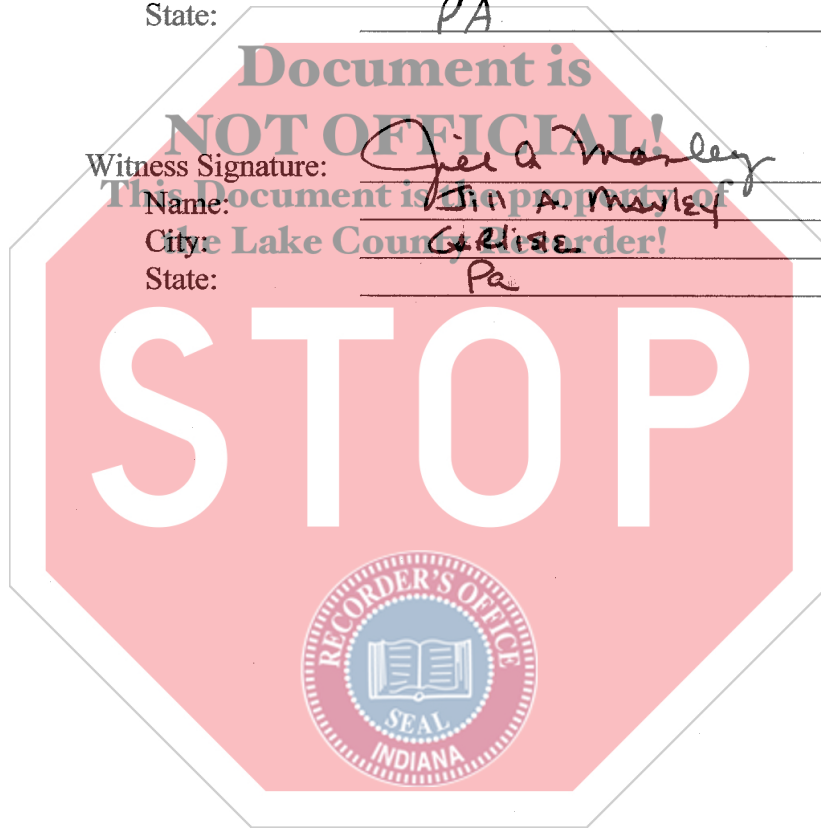
disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until July 01, 2005. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated May 27th, 2005, at Mount Holly Springs, Pennsylvania.

Lisa K. Fannon
Lisa K Fannon

Witness Signature: Mary K Lins
Name: Mary K. Lins
City: Carlisle
State: PA

Witness Signature: Jill A. Marley
Name: Jill A. Marley
City: Carlisle
State: Pa



STATE OF PENNSYLVANIA, COUNTY OF CUMBERLAND, ss:

On this 27 day of May, 2005, before me, Paul R. Fenton, personally appeared Lisa K Fannon, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

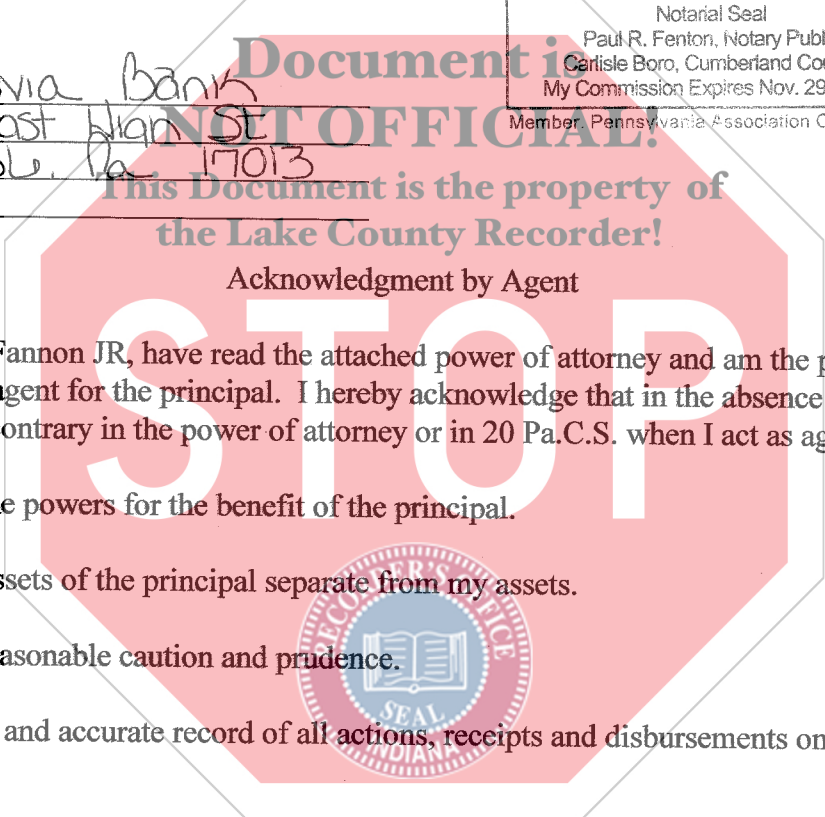
Paul R. Fenton
Notary Public

Paul R. Fenton
My commission expires _____

Notary Address:

Wachovia Bank
104 East Main St
Carlisle, Pa 17013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Paul R. Fenton, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires Nov. 29, 2007
Member, Pennsylvania Association Of Notaries



I, Larry Randall Fannon JR, have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Larry R. Fannon Jr

May 27, 2005