

kind and nature which may have been distributed to us as beneficiaries in remainder of the Lula E. Miller Trust established under the Last Will and Testament of Eloise M. Bailey.

We, the undersigned, do hereby empower Jack C. Bailey and Louise B. Cash, their successors and assigns, in our place and stead to manage and conduct all of our affairs in connection with the above described property, and for that purpose in our name and behalf to do and execute all acts and deeds necessary to that end, including but not necessarily limited to the following, that is to say:

- (1) To sell for cash or credit, or part cash or part credit at public or private sale, or exchange any part or parts of the above described property for such consideration and upon such terms and conditions as our agents shall deem best in their discretion, and to execute and deliver good and sufficient warranty deeds, assignments, transfers or other instruments of whatsoever kind and nature for the conveyance and transfer of the same, and to give good and effectual receipts for any part of the purchase price or other consideration.
- (2) For the purposes hereof, to enter into and sign, seal, execute, acknowledge, and deliver any documents or instruments of whatsoever kind and nature and to draw, accept, make, endorse, discount or otherwise deal in any checks, bills of exchange, promissory notes, or other commercial or mercantile instruments.
- (3) To collect any income and the sales proceeds on liquidation of the above property, whether real or personal, and to pay all necessary and proper expenses for the management and conservation of the same, and in general to do all acts, deeds or things whatsoever in or about the above described property, or to concur with persons jointly interested with us therein, in doing all acts, deeds and things herein, either particularly or generally described as fully and effectually to all intents and purposes as we could do in our own proper person if personally present.

No person or other party dealing with our Agents shall be required to see to the use or application by our Agents of the proceeds of any sale upon the above described property.

Our Agents herein appointed shall annually on December 31 of each calendar year duly account to each of us for their receipts and disbursements of the above described property and pay over equally to the undersigned all cash sums then held by them less a reasonable reserve for anticipated future expenses.

We, the undersigned, do hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever our Agents shall lawfully do or cause to be done in or about the premises, including anything which shall be done between the revocation hereof by our death or in any manner and notice of such revocation reaching our Agents. We, the undersigned, do

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