

LANCASTER COUNTY, SC	
2022000906	POWER OF ATTORNEY
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
01-19-2022	01:40:32 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: STEPHANIE KNIGHT	
BK:DEED 1510 PG:146-149	

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LANCASTER) GENERAL DURABLE POWER OF ATTORNEY

I, **Bonnie S. Mitchell** the principal, hereby designate, **Donald Everett Sinclair** my attorney in fact, and agent, in my name and for my benefit (hereinafter referred to as my agent).

1. GENERAL GRANT OF POWER. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereinafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

(a) POWERS OF COLLECTION AND PAYMENT. To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, tangible or intangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same;

(b) POWER TO ACQUIRE, SELL AND MORTGAGE. To acquire, purchase, exchange, mortgage, grant options to sell, and sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my agent shall deem proper;

(c) POWER TO MAKE GIFTS. To make gifts, grants, or other transfers of my property, whether real or personal, without consideration, either outright or in trust, to such person, persons or entities as my Agent may select; including my agent acting hereunder. (By way of illustration, and not limitation, the power granted under this paragraph includes, but is not limited to, the power to transfer my property to by deed, bill of sale, or otherwise; the power to forgive any indebtedness due me; the power to make charitable contributions; the power to consent to the splitting of gifts under

Durable Power of Attorney for Bonnie S. Mitchell



Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax law; and the power to pay any gift tax that may arise by reason of such gifts); and

(d) **MANAGEMENT POWERS.** To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereinafter acquire, in my name and for my benefit, upon such terms and conditions as my agent shall deem proper;

(e) **BANKING POWERS.** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

(f) **MOTOR VEHICLES.** To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

(g) **BUSINESS INTERESTS.** To conduct or participate in any lawful business of whatever nature for me and in my name, execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options;

(h) **TAX POWERS.** To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provisions or other tax election; and to prepare, sign and file any claims for refund of any tax;

(i) **SAFE DEPOSIT BOXES.** To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

2. **INTERPRETATION AND GOVERNMENTAL LAW.** This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. This instrument is executed and delivered in the State of South Carolina, and the laws of the State of South Carolina shall govern all questions as to the validity of this power and the construction of its provisions.

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3. **THIRD-PARTY RELIANCE.** To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and 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, 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 relied on the provision of this instrument.

4. **DURATION.** This Power of Attorney shall specifically not be affected by the passage of time, no matter of what duration.

5. **DISABILITY OF PRINCIPAL.** This Power of Attorney is not affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is the intent of the principal that the authority conferred shall be exercisable notwithstanding the principal's physical disability or mental incompetence, the authority of the principal notwithstanding later disability or mental incompetence of the principal, or later uncertainty as to whether the principal is dead or alive. It is understood that all acts done by the agent pursuant to the power during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the principal or principal's heirs, devisees, legatees, and personal representatives as if the principal were mentally competent and not disabled.

At anytime after the onset of any mental disability of the principal, it is my desire, and I so direct, that the Probate Judge not require an inventory of my deposits, choses in action or personal property be filed with the Probate Court or a surety bond be posted by my attorney in fact.

6. **PHOTOGRAPHIC COPIES.** Photographic copies of this General Durable Power of Attorney shall have the same force and effect as an original.

7. **EXONERATION STATEMENT.** No person who may act in reliance upon the representation of my agent shall incur any liability to me or to my estate as a result of permitting the agent to exercise this authority, nor is any person who deals with my agent responsible to determine or ensure the proper application of funds or property.

8. **REVOCATION.** This Power of Attorney hereby revokes any and all other previously executed Financial Powers of Attorney.

A handwritten signature in cursive script, appearing to read "B.S. Mitchell", is written in dark ink.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 19th day of January, 20 22, at Lancaster, South Carolina.

 (SEAL)
Bonnie S. Mitchell

The within Power of Attorney consisting of four (4) typewritten pages each of which bear the signature or initials of the principal was on the date above signed, sealed, published and declared by the said principal as the designation of the principal's true and lawful agent in the presence of us, who at the principal's request and in the principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

 of Lancaster County, South Carolina

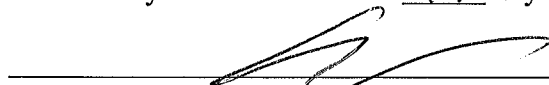
 of Lancaster County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 19th day of January, 2022 and the document was executed by the above-named **Bonnie S. Mitchell** of his/her own free will.

Witness my hand and seal this 19th day of January, 2022.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11/5/24