

FELICIA SIMON
FLORENCE COUNTY
REGISTER OF DEEDS

180 N. Irby St ~ Florence, SC 29501 (843) 665-3032

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #: 2025016268

Receipt Number: 26047

Return To:

Recorded As: EREC-POWER OF ATTORNEY

Recorded On: December 11, 2025

Recorded At: 11:09 AM

Received From: BIS
Parties:

Book/Page: DMA 1190: 1015 - 1023

Direct- Jean Evelyn McCruiston

Total Pages: 9

Indirect- Carolyn Plaines Franklin

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$25.00

Tax Charge: \$0.00



Finklea, Hendrick & Blake, LLC (CBH)
PO Box 1317
Florence, SC 29503

STATE OF SOUTH CAROLINA)
COUNTY OF) FLORENCE

THIS POWER OF ATTORNEY is given by **Jean Evelyn McCruiston** as Principal to **Carolyn Plaines Franklin** as Agent. The Principal names **Trudy Bradshaw** as alternate or successor Agent under this instrument.

This Power of Attorney is intended to revoke all General Powers of Attorney previously executed by the Principal herein.

A. Banks and Other Financial Institutions. With respect to banks and other financial institutions, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-208 and 62-8-203, including, but not limited to the following: With respect to accounts of the Principal in banks, credit unions, trust companies, savings and loan associations, thrift companies and brokerage firms, the Agent shall have the right to make deposits, to make withdrawals, to write checks, to open accounts, to close accounts, to transfer accounts, to receive statements of account and to make wire transfers into and out of said accounts.

C. Insurance and Annuities. With respect to insurance and annuities of the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-210 and 62-8-203, including, but not limited to the following: The Agent shall have the same powers as the Principal with respect to insurance policies and annuities owned by the Principal or with respect to which the Principal retained any of the incidents of ownership. The powers include, but shall not be limited to, the power to borrow against the cash value of the policies, to increase or decrease coverage, to exercise options with respect to any such policies, to enter into amendments or other agreements with the insurer, when in the judgment of the Agent, such amendments or agreements would be in the best interest of the Principal. The Agent shall have the same power as the Principal with respect to annuities owned by the Principal, provided that the Agent shall make no transfer or assignment of any annuity owned by the Principal which would result in a taxable event as described under Section 72(e)(4) of the Internal Revenue Code of 1986 or corresponding successor provision of law.

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D. **Safe Deposit Boxes.** The Agent shall have the right to enter safe deposit boxes of the Principal, to remove or add to the contents thereof and to extend or terminate the box rental. Principal's Initials: J. E. McC.

E. **Real Estate.** With respect to real property of the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-204 and 62-8-203, including, but not limited to the following: the power to care for, inspect, repair, insure, make improvements to, lease, rent, subdivide, grant easements in respect to, litigate or settle boundary disputes, institute, defend and settle any legal action in respect to, enter into timber cutting contracts, enter into contracts for the installation, improvement and maintenance of any of the systems (i.e., HVAC, roof, plumbing, electrical, structural and others) in respect to any dwelling or other building situate upon any real estate owned by the Principal, to purchase, mortgage, sell or convey real estate and in connection therewith, to execute and deliver in behalf of the Principal any loan agreements, promissory notes, mortgages, closing statements, deeds, or other documents necessary to close the loan transaction or to vest title in any Purchaser or Grantee and to execute and deliver any mortgage modifications or refinancing documents on any existing mortgage entered into by the Principal or the Agent.

F. **Tangible Personal Property.** With respect to tangible personal property of the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-205 and 62-8-203, including, but not limited to the following: The Agent shall have the same power of the Principal with respect to the handling, care and disposition of the Principal's tangible personal property, including, but not limited to the power to sell, mortgage, pledge, give a security interest in, insure, improve, repair, restore, store, dispose of at public or private sale or gift to public charity and otherwise deal with the Principal's tangible personal property in a manner consistent with the Principal's best interests therein.

G. **Borrowing.** The Agent shall have the power to borrow money in the Principal's behalf and stand and to sign, execute and deliver in the Principal's name such applications, loan agreements, promissory notes, guarantees, mortgages, security agreements, assignment of rents, closing statements, and any other document or instrument necessary to consummate and close out the loans and to give adequate security therefor. Principal's Initials: J. E. McC.

H. **Tax Matters.** With respect to tax matters involving the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-216 and 62-8-203, including, but not limited to the following: The Agent shall have the power to represent the Principal in tax matters of all kinds, including income, sales, use, employment, unemployment, and excise taxes, imposed by any City, County and State authority and by the federal government. The Agent shall have the right to execute a Power of Attorney in the name of the Principal to authorize any Attorney, Certified Public Accountant or Enrolled Agent selected by the Agent to represent the Principal before any City, County, State or United States Governmental Agency or Department with respect to any tax, for any tax year or period, with respect to any tax matter before such

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agency or department and to enter into any agreement, settlement, compromise or to consent to any assessment or refund of tax in connection with any such proceeding.

I. **Business Operations.** With respect to any business of the Principal or ownership of an interest in any entity conducting a business of which the Principal has an interest, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-209 and 62-8-203, including, but not limited to the following: The Agent shall have the power to operate any business of the Principal, whether being conducted in the form of a proprietorship, corporation, partnership, limited partnership or limited liability company. The Agent shall have the power to contract with such consultants, managers, employees, bankers, independent contractors, lawyers, accountants and other advisors as the Agent deems prudent and proper for the purpose of conducting the business in the best interests of the Principal. The Agent shall have the customary powers of an owner and manager with respect to the operation of any such business, including the powers to hire and terminate employees, to borrow to meet the company's working capital requirements and to continue the company's operation in a manner consistent with good business practices. With respect to any such business, the Agent shall file annually with the Probate Court or other Court of jurisdiction an income statement and balance sheet prepared by the accountant or firm regularly engaged in doing the accounting work for the business which show the results of operation for the company's most recent fiscal year and statement of financial position.

J. **Claims and Litigation.** With respect to claims and litigation involving the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-212 and 62-8-203, including, but not limited to the following: The Agent shall have the power to initiate, prosecute, settle, mediate or arbitrate any cause of action, in law or in equity, in any court of having jurisdiction over the subject matter, to vindicate any legal claim or right of the Principal. The Agent shall have the power to defend, settle, mediate or arbitrate any legal action, of whatever nature, filed against the Principal. In connection with the discharge of its powers under this paragraph, the Agent shall have the power to hire any and all lawyers, investigators, paralegal personnel, legal researchers, experts or other professionals required or deemed necessary to represent and protect the Principal's legal interests.

K. **Retirement Plans.** With respect to retirement plans of the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-215 and 62-8-203, including, but not limited to the following: The Agent shall have the power to make withdrawals from the Principal's retirement plan or plans. The amount of such withdrawals shall be in the sole discretion of the Agent but shall be governed by the Principal's past withdrawal pattern, the tax consequences of the Agent's planned withdrawal or withdrawals and the circumstances or exigencies necessitating such withdrawal or withdrawals. The Agent shall also have the power to make elections and designations that may be required by the plan administrator or financial institution handling such plan. The Agent shall not have the power to change the Principal's beneficiary designations under the plan. Principal's Initials: J.E. M.C.

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L. **Social Security, Employment and Military Service Benefits.** With respect to benefits from governmental programs or from civil or military service involving the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-214 and 62-8-203, including, but not limited to the following: The Agent shall have the power to access and receive information, to make application for benefits, to change payment arrangements or methods, in respect to the Principal's rights and entitlement under laws administered by the Social Security Administration, Office of Personal Management or under any programs administered by any of the Principal's current and former employers and under laws governing any benefit to which the Principal may be entitled by being a former member of a component of the United States Armed Services or under laws administered by the United States Department of Veterans Affairs. The Agent shall have the right to endorse and deposit any benefit check made payable to the Principal by any one or more of the foregoing departments, agencies, or employers.

M. **Estate, Trust and Beneficiary Transactions.** With respect to estates, trusts and beneficiary transactions involving the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-211 and 62-8-203, including, but not limited to the following: The Agent shall have the power with respect to estates, trusts and beneficiary transactions which the Principal would have in the Principal's own right, including the power to receipt for, accept, assign, demand and sue for any gift, payment, transfer, devise or inheritance, including rights under the elective share and omitted spouse statutes, to which the Principal is entitled or in which the Principal has an interest. The Agent shall have the power to exercise any power possessed by the Principal as holder or done with respect to any trust or property. The Agent shall have the power to establish in the Principal's name as Grantor or Settlor a revocable estate trust and to name a qualified person or institution as Trustee. The power herein conferred upon the Agent shall not include the power to amend the Principal's last will or any revocable trust of which the Principal is the Grantor or Settlor. The Agent shall have the additional power to renounce and disclaim property or an interest therein inherited by or devised to the Principal and this power shall override the restrictions contained in S.C. Code §§ 62-8-201(b).

N. **Medical Records.** When considering or making health care decisions for Principal, all individually identifiable health information and medical records shall be released without restriction to Agent, including, but not limited to (i) diagnostic, treatment, other health care, and related insurance and financial records and information associated with any past, present or future physical or mental health condition including, but not limited to, diagnosis or treatment of HIV/AIDS, sexually transmitted disease(s), mental illness, and/or drug or alcohol abuse and (ii) any written opinion relating to Principal's health that such Agent may have requested. Without limiting the generality of the foregoing, this release authority applies to all health information and medical records governed by the Health Information Portability and Accountability Act of 1996 (HIPPA), 42 USC 1320d and 45 CFR 160-164; is effective whether or not Principal is mentally competent; has no expiration date; and shall terminate only in the event that Principal revoke the authority in writing and deliver it to my health care provider.

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O. **Gifts.** To make gifts of any of my assets to any individuals (and/or to any charities), provided that I have previously made gifts to such donor, or such donor is a beneficiary under my most recently executed Will (as determined by my attorney-in-fact), or such done is otherwise a natural object of my bounty, and provided further that gifts to my attorney-in-fact may only be made if substantially identical gifts are simultaneously made to others similarly situated, unless said gifts relate to housing, medical or educational needs that may not be needed by family members similarly situated. S.C. Code §§ 62-8-20 (a)(2). Principal's Initials: *J. L. McC.*

SECTION TWO - PERSONAL AND FAMILY MAINTENANCE

Personal and Family Maintenance. With respect personal and family maintenance of the Principal, the Agent shall have the general and incidental authority set forth in S.C. Code §§ 62-8-213 and 62-8-203, including, but not limited to the following: Perform acts necessary to maintain the customary standard of living for the Principal, his or her spouse and others who rely upon the Principal's support; make court-ordered child support or family maintenance payments; maintain the Principal's residence, including making necessary mortgage, lease, tax, insurance and other payments necessary for its upkeep; maintain transportation for the Principal; pay expenses associated with domestic help and health care for the Principal; and arrange for the admission of Principal into a rehabilitative facility, assisted living, nursing home, hospital and contract with home health care providers for Principal's care.

SECTION THREE – TERMINATION, AMENDMENT, RESIGNATION AND REMOVAL

A. **Power Not Affected by Principal's Incapacity.** This power of attorney shall not be affected by physical disability or mental incompetence of the Principal which renders the Principal incapable of managing his own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence. S.C. Code §§ 62-8-109

B. **Termination and Amendment.** This power of attorney shall remain in full force and effect until the earlier of the following events: (i) Attorney has resigned as provided by herein; (ii) I have revoked this power of attorney by written instrument recorded in the public records of the county aforesaid; or (iii) a committee shall have been appointed for me by a court of competent jurisdiction. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the county aforesaid.

C. **Resignation.** In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a copy of this resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this power of attorney.

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D. **Removal.** Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

SECTION FOUR - LEGAL AND ADMINISTRATIVE

A. **Definitions.** Whenever the word "Attorney" or Principal" or any modifying or substituted pronoun therefore is used in this power of attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

B. **Severability.** If any part of any provision of this power of attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or remaining provisions of this power of attorney.

C. **Compensation.** Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this power of attorney, but Attorney shall not be entitled to compensation for services rendered hereunder.

D. **Restrictions.** Notwithstanding any provision herein to the contrary, Attorney shall not encumber or pledge any property subject to this Power of Attorney to satisfy Attorney's personal debts.

E. **Reservations.** Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatsoever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any trust created by Attorney as to which I am a trustee.

F. **Recording.** To be effective this instrument must be recorded in the same manner as a deed in the county where the Principal resides at time the instrument is recorded. SC Code § 62-8-109(a).

G. **Third Party Reliance.** No person (i.e., individual, corporation, organization or other legal entity) acting in reliance upon the representations of the Agent acting within the scope of his or her authority hereunder shall incur any liability to the Principal or to his or her estate nor is such person dealing with the Agent responsible to determine or ensure the proper application of funds or property. Unless a person has received written notice of revocation or termination of the Power of Attorney granted hereunder, no person presented with this Power of Attorney shall (1) refuse to honor the same; (2) shall incur liability to the Principal or the Principal's estate by reason of acting upon the authority of the Power of Attorney or permitting the Agent to exercise authority; (3) shall be required to inquire whether the Agent has the power to act or is properly exercising the power; or (4) shall be responsible for determining or ensuring the proper application of assets, funds or property belonging to the Principal.

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H. **Power of Attorney and Agent's Actions Binding Upon Principal, Principal's Estate and Heirs.** This Power of Attorney and the actions taken by the Agent properly authorized thereunder shall be binding on the Principal, the Principal's heirs, devisees and personal representative.

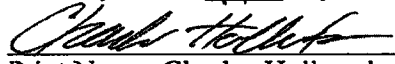
I. **Photocopy or Electronically Transmitted Copy.** The Agent is authorized to make photocopies of this instrument or to transmit copies electronically as appropriate. A photocopy or electronically transmitted copy of the original Power of Attorney has the same effect as the original. S.C. Code §§ 62-8-106(d).

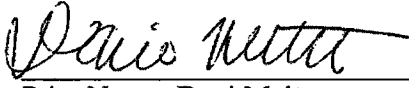
IN WITNESS WHEREOF, the Principal has executed this Power of Attorney this 11 day of December, 2025.


Jean Evelyn McCruiston

ATTESTATION

The undersigned subscribing witnesses, at the request of and in the presence of the Principal and in the presence of each other, do hereby affirm that the foregoing Power of Attorney was signed, sealed, published, witnessed and declared by the Principal as the Principal's Power of Attorney on the 11 day of December, 2025.


Print Name: Charles Holbrooks of 814 W. Evans St., Florence, SC


Print Name: Dani Melton of 814 W. Evans St., Florence, SC

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J. E. McC.

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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

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PROBATE

PERSONALLY appeared the undersigned witness and made oath that he or she is not a party to or a beneficiary of the transaction and saw the within named Principal duly authorize, sign, seal and as the principal's act and deed deliver the within Power of Attorney (or willingly directed another individual in the principal's presence to sign for him or her) and that deponent with the other witness whose name is subscribed above witnessed the principal (or another person signing for the principal) sign the Power of Attorney or witnessed the principal (or the other person signing for the principal) acknowledge the principal's signature on the record. S.C. Code §§ 62-8-105 and 26-1-120 (E).



Witness

Print Name: Charles Holbrooks

SWORN to before me this
11 day of December, 2025



Notary Public for South Carolina
My Commission expires: 02/26/2035
Print Name: Dani Melton

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