

/01  
LIMITED DURABLE POWER OF ATTORNEY

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA

KNOW ALL MEN BY THESE PRESENTS, that BETSY COVINGTON, as principal ("Principal"), has made, constituted and appointed and by these presents does make, constitute and appoint TIM R. COVINGTON, as her true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about her estate, property and affairs as fully and effectually to all intents and purposes as she might or could do in her own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

BOOK 055 PAGE 651  
To execute any and all documents necessary to effectuate the sale of property described as Lot 38, Block 15, Riverchase Country Club, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 8 at Page 168, said property being located at 2005 Shagbark Road, Birmingham, Alabama 35244.

This power is limited only to this transaction and will expire upon the completion of all necessary documentation to effectuate the sale of property as aforesaid.

As used herein the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

All conveyances, papers, instruments, documents or writings executed in Principal's name and behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or document in the Principal's name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof in the Principal's behalf necessary or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to the Principal as a result of permitting Agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on Principal's behalf pursuant to any provisions of this Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.


This Power of Attorney shall not be affected by disability, incompetency or incapacity of Principal or its individual partners.

BARNETT, TINGLE, NOBLE & SEXTON  
ATTORNEYS AT LAW

1800 CITY FEDERAL BUILDING  
2026 SECOND AVENUE NORTH  
BIRMINGHAM, ALABAMA 35203

Principal may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent. The guardian of any general partner of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, we have executed this Durable Power of Attorney at MORGANTOWN, West Virginia, on the 4<sup>th</sup> day of December, 1985.

  
BETSY COVINGTON

STATE OF WEST VIRGINIA

COUNTY OF Monongalia

I, a Notary Public in and for said State and County hereby certify that BETSY COVINGTON, whose name is signed to the foregoing Limited Durable Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Limited Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4<sup>th</sup> day of December, 1985.

  
NOTARY PUBLIC

*Commission expires 5/24/88.*

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JAN -3 AM 9:42

  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>6.00</u>