

STATE OF ALABAMA)(
JEFFERSON COUNTY)(

661

*****DURABLE POWER OF ATTORNEY*****

KNOW ALL MEN BY THESE PRESENTS, that I, ALLEN J. BEARDEN
as principal ("PRINCIPAL"), a resident of the State and County of *Shelby* *afk*
afk ~~afk~~, have made, constituted and appointed and by these presents
do hereby constitute and appoint KENNETH E. BEARDEN as my 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 my estate,
property and affairs as fully and effectually to all intents and
purposes as I might or could do in my 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:

1. TO FORGIVE, request, demand, sue for, recover, elect,
receive, hold all such sums of money, debts, dues, commercial paper,
checks, drafts accounts, deposits, legacies, bequests, devises, notes,
interest, stock certificates, bonds, dividends, certificates of
deposit, annuities, pension, profit sharing, retirement, social
security, insurance, and all other contractual benefits, and

(ONE)

Allen J. Bearden
4908 - Cahaba Valley Dr.
Birmingham Al. 35243

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proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, 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.

2. TO BUY, receive, lease, accept or otherwise

acquire, to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, and no person dealing with Agent shall be bound to see the application of my monies paid.

3. TO TAKE, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or persons from and recover possession of, such property by all lawful means and to maintain, protect, preserve, insure, remove, store, transport, build on, raze, rebuild, alter, modify, or improve the same or any part there of, and/or to lease any property for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents issues and profits of my

4. TO INVEST and reinvest all or any of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries.

5. TO MAKE, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations or other institutions, execute or release such deeds of trust other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

6. TO PAY any and all indebtedness of mine in such manner and at such times as AGENT may deem appropriate.

7. TO BORROW money for any purpose, with or without security or a mortgage or pledge of any property.

8. TO CONDUCT or participate in any lawful business of whatsoever 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 to exercise stock options.

9. TO PREPARE, sign and file joint or separate income tax returns with respect to gifts made by me for any tax year or years; to consent to any gift and to utilize any gift splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.

10. 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 relinquish or surrender said safe deposit box, and any institution in which such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power.

11. TO EXECUTE any and all contracts of every kind or nature.

12. TO WITHDRAW funds, assets, all or any part of the income or corpus of trusts in banks, savings and loan associations or other institutions, to execute releases, receipts, discharges or other agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

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 my name and behalf by said AGENT shall be in such form and contain such provision as shall be satisfactory to AGENT. The execution and delivery by Agent of any conveyance, paper, instrument

or document in my 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 my 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 representaiion 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 me or my estate as a result of permitting AGENT to excerise any power. AGENT shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by AGENT on my behalf pursuant to any provisions of the DURABLE POWER OF ATTORNEY, but AGENT shall NOT be entitled to compensation for services rendered hereunder.

NOTWITHSTANDING ANY PROVISIONS HEREIN TO THE CONTRARY, my AGENT shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of AGENT, and (b) any trust created by AGENT as to which I am a trustee.

(FIVE)

This Power of Attorney shall not be affected by disability, incompetency or incapacity of PRINCIPAL.

PRINCIPAL may revoke this DURABLE POWER OF ATTORNEY at any time by the written instrument delivered to AGENT.' The guardian of PRINCIPAL may revoke this instrument by written instrument delivered to AGENT.

IN WITNESS WHEREOF, I have executed this DURABLE POWER OF ATTORNEY, and I have directed that photographic copies of this Power be made, which shall have the same force and effect as an original.

Dated at Birmingham in Alabama, on this the 11 day of July in the Year of our Lord and Savior, NINETEEN HUNDRED AND EIGHTY SEVEN A.D.

Allen J. Bearden

PRINCIPAL

STATE OF ALABAMA)

JEFFERSON COUNTY)

The undersigned, a Notary Public in and for said State and County, hereby certifies that ALLEN J. BEARDEN, whose name or mark is signed to the foregoing DURABLE POWER OF ATTORNEY, and who is known (SIX)

to me, acknowledged before me on this date that, being informed of the contents of the DURABLE POWER OF ATTORNEY, he executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this the 17th day of July, in the Year of our Lord and Savior, NINETEEN HUNDRED EIGHTY SEVEN A. D.

Mark L. Gaines
NOTARY PUBLIC

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

1987 JUL 13 AM 10:39

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$1750

Index Fee 100

TOTAL \$1850