

LIMITED DURABLE POWER OF ATTORNEY

I, SHANNON V. WINDSOR, appoint MARLA VALENTI my true and lawful attorney-in-fact, (hereinafter referred to as 'agent') for me and in my name, to do any and all acts which I could do if personally present regarding the consummation of that certain residential real estate transaction whereby I have contracted to purchase certain real estate described as follows, to-wit:

Lot number 5 located at:
1506 Hillsboro Lane
Helena, AL 35080

(Hereinafter referred to as the "Residential Real Estate Transaction").

A bond will not be required of my agent.

My agent may exercise for me and in my name and on my behalf the powers enumerated below, which are intended to be used only to the extent necessary to consummate the Residential Real Estate Transaction.

- A. DEEDS: My agent may sign, execute, deliver and acknowledge such deeds, deeds of trust, covenants, indentures, agreements, mortgages, pledge agreements, notes, receipts, checks, bills of exchange, evidence of debts, release and satisfactions of mortgage debts, judgment debts and other debts to the extent necessary to consummate the Residential Real Estate Transaction.
- B. CONTRACTS: To execute any and all contracts of every kind or nature the extent necessary to consummate the Residential Real Estate Transaction. 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 Agent will be in such form and contain such provisions as will be satisfactory to Agent to the extent necessary to consummate the Residential Real Estate Transaction. The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and behalf will 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 to the extent necessary to consummate the Residential Real Estate Transaction. 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 the Residential Real Estate Transaction. Any transactions so entered into by Agent and will be under no duty or obligation to see to or examine into the disposition thereof.
- C. REAL AND PERSONAL PROPERTY: My agent may sell, exchange, option, and convey my real and personal property to the extent necessary to consummate the Residential Real Estate Transaction; execute and deliver deeds of general warranty, with the customary covenants for such property to the extent necessary to consummate the

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Residential Real Estate Transaction; manage and control my real and personal property to the extent necessary to consummate the Residential Real Estate Transaction; negotiate, execute, arrange for appropriate disposition, use, insurance, and safekeeping of all my real and personal property to the extent necessary to consummate the Residential Real Estate Transaction; borrow money in my name, and to receive such loans by real estate mortgage or by other collateral to the extent necessary to consummate the Residential Real Estate Transaction.

- D. SEVERABILITY: The invalidity of a provision of this power of attorney shall not affect another provision.
- E. POWER OF APPOINTMENT: My agent may exercise any power of appointment given to me, whether by will or by trust agreement.
- F. RELIANCE: 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 me or my estate as a result of permitting Agent to exercise any power.
- G. COMPENSATION: My agent shall be reimbursed for all reasonable costs and expenses actually incurred and paid under this power of attorney. 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 this Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY MY SUBSEQUENT DISABILITY, INCAPACITY, OR INCOMPETENCY.

I hereby declare that any act or thing lawfully done hereunder by my said agent(s) shall be binding upon me, my heirs, legal and personal representatives and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of July, 1998, at the City of Glen Cove County of Nassau, State of New York.

WITNESSES:

Sharon Doughty
Arthur Repetto

Shannon V. Windsor
SHANNON V. WINDSOR

STATE OF NEW YORK)

) SS:

COUNTY OF Nassau)

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

GIVEN under my hand and seal of office, this 31 day of July, 1998.

Carolyn D. Willson
Notary Public
Nassau County, New York
My Commission Expires _____

This instrument was drafted by
F. Wade Steed, Attorney-at-Law
100 RiverPoint Corporate Center, Suite 205
Birmingham, Alabama 35243

CAROLYN D. WILLSON
Notary Public, State of New York
No. [REDACTED]
Qualified in Nassau County
Commission Expires September 30, 1999

M:WILLS\WindsorSV.LDPOA.wpd

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