



20020815000386900 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
08/15/2002 10:33:00 FILED/CERTIFIED

SPECIFIC DURABLE POWER OF ATTORNEY

Know All Men by These Presents, which are intended to constitute a durable power of attorney, that I, Jimmie Sims, of the County of Shelby, State of AL, do hereby make, constitute and appoint Houston Yessick, my true and lawful Attorney-in-Fact, for me and in my name, place and stead, and on behalf and for my use and benefit to do, perform, and execute all or any of the following acts, deeds, and things, as fully as I might or could if personally present, to wit:

I am the owner [] purchaser of the real estate situated in the County of Shelby, State of Alabama, more particularly described as, to wit:

See attached Exhibit "A"

(hereinafter "the Property").

(Check if applicable) I hereby authorize my Attorney-in-Fact to take any and all action necessary to effectuate the purchase of the Property in accordance with the terms and conditions of the sales agreement dated on or about June 3, 2002, as said agreement may be amended from time to time by my Attorney-in-Fact; and to make, endorse, receive, sign, seal, execute, acknowledge and deliver any and all of the following: deeds, mortgages, notes, settlement statements, any and all disclosure statements, affidavits, checks, releases and other documents, instruments, or things of like nature or kind which my Attorney-in-fact deems proper.

[] (Check if applicable) I hereby authorize my Attorney-in-Fact to obtain a mortgage loan in such an amount and on such terms and conditions as my Attorney-in-Fact may deem necessary and proper, but not to exceed, however, the amount of \$ 62,518.00, and to mortgage, hypothecate, or create a lien upon the Property with the appurtenances and all my estate, right, title and interest thereunto as security therefor, and to such purpose to exercise full authority to make, endorse, sign, seal, execute, acknowledge, and deliver to Central Pacific Mortgage Company (herein the "Lender") any and all of the following without limitation: mortgages with or without the usual power of sale, promissory notes, federal truth-in-lending disclosures and related documents, settlement statements, affidavits, loan applications, and any other documents, instruments, or things deemed necessary in the premises by either the Lender or my Attorney-in-fact, and to do such other acts as I might or could do in obtaining such mortgage loan.

The rights, powers and authority of my said Attorney-in-Fact herein shall commence and be in full force and effect on the 22 day of June, 2002; the authority conferred herein shall not be affected by disability, incompetency, or incapacity of said principal; and such rights, powers and authority shall remain in force and effect thereafter until the transaction described above is completed. Any action taken in good faith pursuant to the foregoing authority without actual knowledge of my death shall be binding upon me, my heirs, assigns and personal representatives. This Power of

Attorney shall not be revoked as against the Settlement Agent except by written notice thereof actually received by the Settlement Agent at Biver & Peterson and on Magolia Title Services.

Initial)

Jimmie Y. Sims

JS (Please

IN WITNESS WHEREOF, as Principal, I have signed this Specific Durable Power of Attorney, this the 13 day of June, 2002, and I have directed that photocopies of this power be made which shall have the same force and effect as the original.

Acknowledgment

STATE OF Alabama)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jimmie Y. Sims, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the specific durable power of attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of June, 2002.

Notary Public Mary Nage
My commission expires: 12-5-05

This instrument was prepared by:

EXHIBIT "A"
Legal Description

A parcel of land situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 21 South, Range 3 West of the Hunteville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Begin at a point where the west line of Shelby County Highway 17 crosses the south line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 21 South, Range 3 West; thence run north along the west line of said road for a distance of 258 feet to the point of beginning of the parcel herein described; thence run west for a distance of 210 feet; thence run north and parallel with the west line of said road for a distance of 92 feet; thence run in a northeasterly direction for a distance of 215 feet, more or less, to a point on the west line of said road that is 122 feet north of the point of beginning; thence run south along the west line of said road for a distance of 122 feet to the point of beginning. This being the same property conveyed by that certain instrument recorded in Deed Book 226, page 796, in the Probate Office of Shelby County, Alabama, whether properly stated or not.