

20030523000322610 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
05/23/2003 10:07:00 FILED/CERTIFIED

PLEASE RETURN TO:
MOSS & CONDON, LLC
300 UNION HILL DRIVE, SUITE 200
BIRMINGHAM, AL 35209

**DURABLE POWER OF ATTORNEY
(Specific and Limited)**

STATE OF ALABAMA)
JEFFERSON COUNTY)

This power of attorney shall not be effected by disability, incompetency, or incapacity of the principal in accordance with Alabama Code Section 26-1-2 (1975).

1. APPOINTMENT OF ATTORNEY IN FACT. I, Dianne B. Rogers, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and by these presents to make, constitute and appoint, James L. Rogers Jr. as my true and lawful agent and attorney-in-fact ("Agent") to do and perform any and all acts, to take any actions and execute any documents in connection with the purchase of the property for no more than Two Hundred Sixty Four Thousand and 00/100 Dollars described as:

Lot 14, according to the Survey of Southpointe Sixth Sector, Phase II, as recorded in Map Book 15, page 24, in the Probate Office of Shelby County, Alabama.

also known as:

1965 Lakemont Drive Hoover, AL

Including signing a promissory note and mortgage encumbering said property not to exceed \$ 211,200.00, as I may do in my own stead. This Power of Attorney shall be valid and of full force and effect for thirty (30) days from the date of execution of this Power of Attorney.

2. EXECUTION AND DELIVERY. The execution and delivery by Agent of any check, draft, conveyance, paper, deed, 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 and desirable.

3. RELIANCE ON AUTHORITY. Any person, firm or corporation dealing with Agent under the authority of this Instrument is authorized to deliver to Agent all consideration of every kind or character with respect to this transaction so entered into by the 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 liability to me or my estate as a result of permitting Agent to exercise any power.

4. LIMIT ON AGENT'S AUTHORITY. The authority of the Agent is specific and limited to the purchase of the above referenced property and financing of said property not to exceed Two Hundred Eleven Thousand Two Hundred and 00/100 Dollars.

5. EFFECTIVE DATE OF AGENT'S AUTHORITY. This Specific and Limited Durable Power of Attorney shall become effective upon its execution by the Principal and delivery to the Agent.

IN WITNESS WHEREOF, I, as Principal, have executed this Specific and Limited Durable Power of Attorney.

Dated this the 1st day of May, 2003.

PRINCIPAL:

Dianne B. Rogers
Dianne B. Rogers

LOUISIANA

STATE OF ALABAMA)
Q. S. on same Paul
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dianne B. Rogers whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the limited power of attorney she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of May, 2003:

Allen Paul
Notary Public
My commission expires: at death