

### LIMITED POWER OF ATTORNEY FOR SALE OF REAL ESTATE



20040309000121180 Pg 1/3 17.00  
Shelby Cnty Judge of Probate, AL  
03/09/2004 15:55:00 FILED/CERTIFIED

KNOW ALL PERSONS BY THESE PRESENTS:

I, Eugene H Manville ("Principal") maintaining an address at 204 North Way Birmingham AL 35242 do hereby make and appoint Ellen L Manville ("Agent") maintaining an address at: 204 North Way Birmingham AL 35242 my true and lawful attorney-in-fact for me and in my name, and in my behalf with full power to:

Sell or convey, upon such terms as my Agent shall deem appropriate, my interest in the real estate located at: 226 Meadow Croft Circle Birmingham AL 35242 (Address of property) and legally described as (insert legal description or attach exhibit and write "see attached exhibit"): see attached exhibit

This limited power of attorney shall include the right to complete and execute any and all documents, instruments, warranties, releases or deeds necessary for such transaction and to do all other things required to complete such transaction, including retaining lawyers, accountants, brokers, and collecting and receiving the proceeds from any such sale.

I hereby ratify and confirm all acts that my Agent, shall lawfully do or cause to be done by virtue of this power of attorney and the rights hereby granted.

This Limited Power of Attorney and the rights, powers, and authority of my Agent shall become effective immediately upon execution of this instrument. The rights, powers, and authority of this document shall remain in full force and effect thereafter until the above described real estate is sold or transferred and the transaction is completed or in the event of my death, disability or incapacity, or upon my revocation of this document, whichever occurs first. As used herein, "disability" or "incapacity" shall mean a lack of capacity to receive and evaluate information effectively, to communicate decisions, and/or to manage my financial resources and affairs properly.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney. Agent may be required to provide an accounting of all funds received and/or disbursed.

If any part of this document is held to be invalid, illegal or unenforceable under applicable law, then the remaining unaffected parts of the document shall still remain in full force and effect and not be affected by any partial invalidity.

Any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

*Allison May*

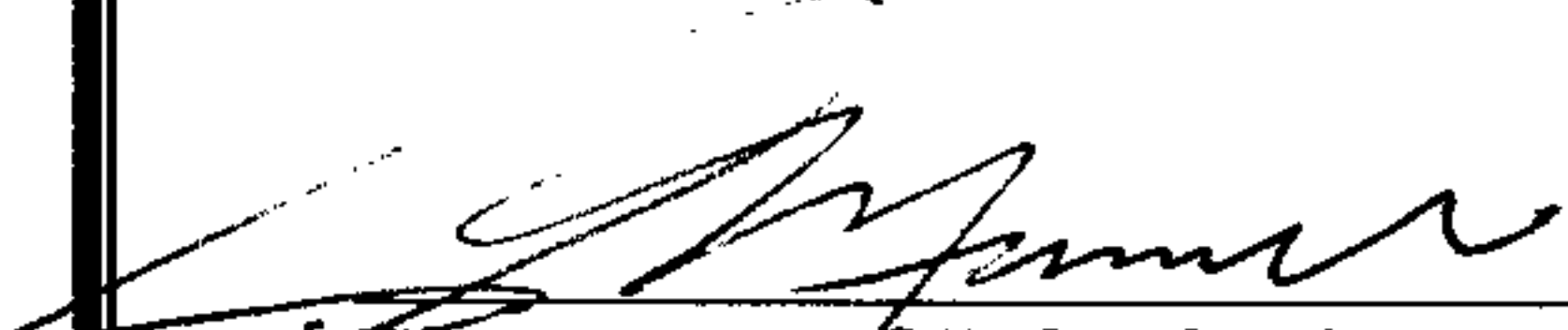
## **EXHIBIT "A"**

Lot 26, according to the survey of Meadow Brook Townhomes, Phase II, 2<sup>nd</sup> Sector, as recorded in Map Book 22, Page 4 A&B, in the Probate Office of Shelby County, Alabama.

Agent shall not be liable for losses resulting from judgment errors made in good faith. However, Agent will be liable for breach of fiduciary duty, failure to act in good faith and/or willful misconduct, while acting under the authority of this Power of Attorney.

I may revoke this Power of Attorney at any time by providing written notice to my Agent.

Signed on 03/08/04 (date), at 147 Business Center Birmingham (city), Alabama (state).

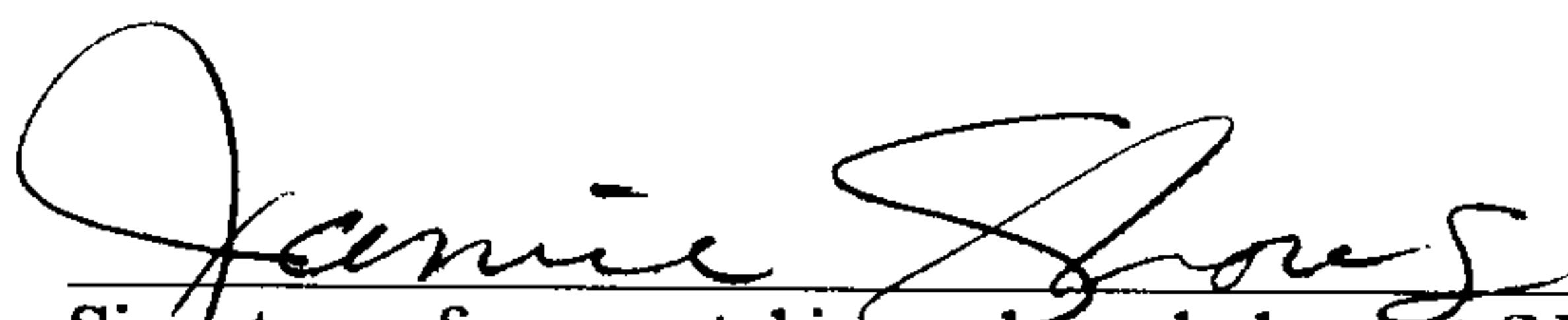
  
\_\_\_\_\_  
Signature of Principal

Witness Signature: Mary Rouse  
Name: MARY ROUSE  
City: Birmingham  
State: ALABAMA

Witness Signature: Jenifer Ramonell  
Name: Jenifer Ramonell  
City: Birmingham  
State: Alabama

State of ALABAMA )  
County of SHELBY ) ss

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March 2004 by Eugene H. Manville (name of Principal), who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature of person taking acknowledgment (Notary Public)  
JANICE Shows  
\_\_\_\_\_  
Name typed, printed, or stamped

MY COMMISSION EXPIRES JUNE 10, 2008