

STATE OF ALABAMA)
SHELBY COUNTY)

This instrument
Curtis W. Gordon, Jr., Attorney
2105 Third Avenue North
Birmingham, AL 35203-3314

20041008000558710 Pg 1/4 20.00
Shelby Cnty Judge of Probate, AL
10/08/2004 03:21:00 FILED/CERTIFIED

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Johnny Scott Crowe, execute this Durable Power of Attorney as follows:

1. Appointment of Attorney-in-Fact/Agent: I, Johnny Scott Crowe, as principal, Date of Birth: March 8, 1960; SSN: 416-96-6817, a resident of the State and County aforesaid, do hereby make, constitute and appoint my mother, Betty Knox Crowe, as my true and lawful Agent (Attorney-in-Fact) to do and perform each and every act, power, duty, right, obligation, deed, matter and thing whatsoever related to my person and in and about my estate, property, health 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 or able, including, without limiting the foregoing, and the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted, not limited by definition:

(A.) To forgive, request, demand, sue for, recover, collect, receive, hold all sums of money, debts due, commercial paper, checks, drafts, accounts, bonds, dividends, certificate of deposit, annuities, pension, profit sharing, retirement, social security, insurance, and all other benefits and proceeds; all documents of title, 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, equitable and legal remedies in my name for collection/recovery, and to execute and deliver for me, in my name, all endorsements, releases, receipts or other sufficient discharges.

(B.) To buy, receive, lease, accept or acquire; to sell, convey, deed, mortgage, grant options, pledge, transfer, exchange, quitclaim or otherwise encumber or dispose of; to contract or agree for the acquisition, disposal, or encumbrance of any property, real or personal, whatsoever or any possession, interest, or rights therein for cash or credit and upon terms, considerations and conditions as my Agent deems appropriate, including the employment of real estate agents, brokers, closing attorneys or others to rent, lease, sell and close on any real property; and to sign all contracts, deeds, settlement statements, affidavits and other required documents to accomplish these acts.

(C.) To take, hold, possess, or otherwise manage all types of property or interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, alter, modify, or improve the same or any part thereof.

(D.) To invest and reinvest all or any part of my property in any property and undivided interest in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of incorporations regardless of class, interest in partnerships, real estate whether or not productive at the time of the investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and annuity contracts without being limited by any statute or rule of law concerning investments.

(E.) To make, receive and endorse checks, drafts, dividends or distributions; deposit and withdraw funds; acquire and redeem certificates of deposit in banks or other institutions; and execute or release such deeds of trust, security agreements, or other documents as may be necessary or proper.

(F.) To pay any and all indebtedness of mine in such manner and at such time as may be deemed appropriate.

(G.) To borrow money for any purpose, with or without security or on mortgage or pledge of any property.

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Battle

(H.) 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, re-capitalize, 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 or stock options either in person or by proxy.

(I.) To prepare, sign and file, for any year - (a) joint or separate income tax returns, (b) declarations of estimated tax returns, (c) gift tax returns with respect to gifts by me, and (d) any claims for tax refund; and to utilize any gift splitting provision or other tax election.

(J.) To have access at any time to my safe deposit boxes, wherever located; to remove all or part of the contents thereof; and to surrender or relinquish said box. Any institution where a safety deposit box is located shall not incur liability to me or my estate as a result of my Agent exercising this power.

(K.) To obtain insurance of any kind on any lands, tenements, hereditaments, and personal property and/or in connection with the management, use or operation thereof.

(L.) To file any lawsuit, proof of debt, insurance claim, or take any other action under law in connection with my affairs.

(M.) To hire accountants, attorneys, clerks, or workmen and to pay the persons so employed.

(N.) To apply for tags and Certificates of Title; endorse and transfer title; and execute Bills of Sale for any motorcycle or motor vehicle. To represent and enter into transfers, assignments, sales, financing and purchasing of vehicles.

(O.) To sign any documents, petitions or authorizations required to provide me with medical care and support as may be required by any medical provider, individuals or entities, involved with my care and treatment, if I am unconscious or incompetent.

(P.) To make decisions and sign required papers to terminate my life, withhold or withdraw life sustaining treatment and artificially provided nutrition and hydration in instances of terminal conditions and permanent unconsciousness, if I am mentally incapacitated and there is no reasonable expectation of my recovery from the incapacitating illness or condition as determined by my attending physicians, the individual empowered to make health care decisions on my behalf, as set forth in the Natural Death Act.

(Q.) To sign, obtain, request, and review any information, oral or written, regarding my physical or mental health, including medical records, releases to obtain information, and consents to the disclosure of same, for the purpose of making health care decisions.

2. Definition: As used herein, the term "property" includes any property, real or personal, tangible or intangible, wherever.

3. Execution and Delivery: The execution and delivery by said Agent of any conveyance, deed, instrument or document in my name shall be conclusive evidence of Agent's approval of the consideration, the form and contents, and the necessary thereof.

4. Reliance on Authority: Any person or entity 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 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 representation

Johnny Scott Crowe

of Agent as to all matters relating to any power granted to Agent, and no person who acts in reliance upon the authority granted to Agent shall incur liability to me or my estate.

5. Agent's Compensation: Agent shall be entitled to reimbursement for reasonable costs and expenses incurred by Agent on my behalf pursuant to provisions of this document.

6. Limit on Agent's Authority: Notwithstanding any provision herein to the contrary, Agent shall not satisfy any obligations of Agent out of property subject to this document, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors, or with respect to any insurance owned by me on Agent's life or any trust created by Agent which I am Trustee.

7. Effective Date of Agent's Authority: In the event this Durable Power of Attorney has been executed by Principal and delivered to Agent, it shall become operative and take effect.

8. Revocation: Principal or Principal's guardian or conservator may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent.

9. Durable: This Power of Attorney is durable and shall not be affected by disability, incompetence, or incapacity of the Principal. This Power of Attorney shall be in full force and effect even in the event I become mentally or physically ill to the point I am unable to care for myself or manage my affairs. The authority conferred shall be exercisable notwithstanding subsequent disability, incompetence or incapacity. All acts done by said Agent pursuant to this document during periods of Principal's disability, incompetence or incapacity shall have effect and benefit to the principal, as if the principal were competent.

10. Guardian and/or Conservator: To the extent I am permitted by law to do so, I herewith nominate my agent/attorney-in-fact appointed herein to serve as my guardian, conservator and/or in any similar representative capacity. If I am not permitted by law to make a nomination, then I request in the strongest possible terms that all courts consider my agent herein as the person I want to be appointed. I further request that my execution of this Durable Power of Attorney allows said agent/attorney-in-fact appointed herein to be the guardian and/or conservator of me, if one is required by law.

11. Previous Powers of Attorney: I hereby expressly revoke any power of attorney which I may have heretofore given to anyone.

12. Miscellaneous Provisions: The powers delegated herein are separable, so the invalidity of one or more powers shall not affect any others. The article headings herein are for convenience and reference only and shall not be construed to describe, define or limit the scope or intent of this document. The construction of this document, the validity of the interest and/or rights created therein shall be governed by the State of Alabama laws. Photostatic copies of this Durable Power of Attorney may be made and same shall have full force and effect as an original.

IN WITNESS WHEREOF, I, as Principal, execute this Durable Power of Attorney, consisting of four (4) pages, in the presence of attesting witnesses named below and before a Notary Public. I am over the age of nineteen, of sound mind, and execute this document voluntarily, without undue influence, granting the powers set forth herein. I hereunto set my hand and seal, on 4-3-04, 2004.

Johnny Scott Crowe

DURABLE POWER OF ATTORNEY - JOHNNY SCOTT CROWE
PAGE 4 OF 4; EXECUTED ON: _____

We, the undersigned, witnessed the Principal signing this Durable Power of Attorney on 4-3-04, 2004, in his/her presence, in the presence of each other and the Notary Public.

Paul George
WITNESS

104 Depot St
ADDRESS
Columbiana AL 35051

Betty K. Crowe
WITNESS

6082 Hwy 119
ADDRESS
Montevallo AL 35115

Harold B Arnold
WITNESS

6082 - Hwy 119
ADDRESS
Montevallo, AL 35115

We, Johnny Scott Crowe, Paul George and Betty K. Crowe and Harold B Arnold, the Principal and witnesses, respectively, whose names are signed to this Durable Power of Attorney, being first duly sworn, do hereby declare to the undersigned authority that the Principal executed this document willingly as her free and voluntary act for the purposes therein expressed, and each of the witnesses, in the presence and hearing of the Principal, signed as witness and, to the best of their knowledge, the Principal was nineteen years of age or older, of sound mind and under no constraint or undue influence.

We, the undersigned witnesses, each, declare that we are not: (a) the person appointed as agent by this document; (b) the principal's health care provider; (c) an employee of the health care provider; (d) related to the principal by blood, marriage or adoption; (e) a creditor of the principal; (f) responsible for paying the principal's health care costs; or (g) entitled to any part of the principal's estate under a Last Will and Testament now existing or by operation of law.

Johnny Scott Crowe
PRINCIPAL

Betty K. Crowe
WITNESS

Paul George
WITNESS

Harold B. Arnold
WITNESS

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Johnny Scott Crowe whose name is signed to this Durable Power of Attorney, and who is known to me, acknowledged before me on this day that being informed of the contents of the document, he executed same voluntarily before said witnesses and notary public. I further certify that said witnesses signed same in my presence and in the presence of Johnny Scott Crowe.

Subscribed, sworn to and acknowledged by Johnny Scott Crowe, the Principal, and subscribed and sworn to before me by Paul George, Betty K. Crowe, and Harold B. Arnold, witnesses, on APRIL 3, 2004.

(SEAL)

Joshua R. Jindsey
NOTARY PUBLIC

My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 9, 2007**