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Shelby Cnty Judge of Probate, AL
02/01/2011 01:55:30 PM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Damion Nakia Holmes, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do hereby constitute and appoint Dale Payne as my true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property 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, including without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

1. To forgive, request, demand, sue for, recover, elect, receive and hold all such sums of money, debts, dues, commercial paper, checks, draft accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance and all other contractual benefits and proceeds, all documents of title, all property and 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 and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise and agree, for the same, and to execute and deliver for me, on my behalf and in my name, all endorsements, releases, receipts or other sufficient discharges for the same.

2. To buy, receive, lease, accept or otherwise acquire, to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance of any property whatsoever or any custody, possession, interest or right therein, for cash or credit and upon such terms, considerations and conditions as AGENT shall think proper, and no person dealing with AGENT shall be bound to see the application of my monies paid.

3. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or persons from and recover possession of, such property by all

lawful means and to maintain, protect, preserve, insure, remove, store, transport, build on, raze, rebuild, alter, modify or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.

4. To invest and reinvest all or any of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries.

5. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates or deposit, in banks, savings and loan associations or other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

6. To pay any and all indebtedness of mine in such manner and at such time as AGENT may deem appropriate.

7. To borrow money for any purpose, with or without security or a mortgage or pledge of any property.

8. To prepare, sign and file joint or separate income tax returns.

9. To have access at any time to any safe deposit box rented by me, wheresoever located; and to remove all or any part of the contents thereof and to relinquish or surrender said safe deposit box, and any institution in which such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting AGENT to exercise this power.

10. To execute any and all contracts of every kind or nature.

As used herein, the term "property" includes any property, real or personal, tangible or intangible, wheresoever located.

All conveyances, papers, instruments, documents or writings executed in my name and behalf by said AGENT shall be in such form and contain such provision as shall be satisfactory to AGENT. The execution and delivery by AGENT of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of AGENT'S approval of the consideration thereof and of the form and contents thereof, and that AGENT deems the execution thereof in my behalf necessary or desirable.



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Any person 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 any transactions so entered into by AGENT and shall be under no obligation to see to or examine into the disposition thereof.

This Power of Attorney shall not be affected by disability, incompetence or incapacity of PRINCIPAL.

PRINCIPAL may revoke this DURABLE POWER OF ATTORNEY at any time by a written instrument delivered to AGENT.

IN WITNESS WHEREOF, I have executed this DURABLE POWER OF ATTORNEY and I have directed that photographic copies of same be made, which shall have the same force and effect as an original.

Dated at Columbiana, Alabama, on this the 25th day of January, 2011.

Damion Holmes

PRINCIPAL

D. J. Walker
Witness

[Signature]
Witness

STATE OF ALABAMA)
)
SHELBY COUNTY)

The undersigned, a Notary Public in and for said State and County, hereby certifies that Damion Nakia Holmes, whose name or mark 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, he/she executed the same voluntarily on the day same bears date.

Given under my hand and seal of office on this the 25th day of January, 2011.

[Signature]
Notary Public

This instrument was prepared by: Theresa Terrebonne

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 30, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS