

LIMITED DURABLE POWER OF ATTORNEY

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL PERSONS BY THESE PRESENTS:

1. Appointment of Attorney-in-Fact. I, GAYLE C. LEAL, as principal (hereinafter "Principal"), by these presents do make, constitute and appoint JOSEPH A. LEAL, as my true and lawful agent or attorney-in-fact (hereinafter "Agent") and Power of Attorney as contemplated by Section 26-1-2, Code of Alabama (1975), to do and perform for me and in my name, place and stead and for my use and benefit, to execute any and all documents, forms and instruments, including, but not limited to, the HUD-1 Settlement Statement, necessary for the financing of that property known as:

1133 Springhill Lane, Birmingham, AL 35242 and legally described as:

See attached Exhibit "A"

as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present.

This Power of Attorney is strictly limited to the above described property and to the above described transaction and will expire on November 21, 2012.

This Power of Attorney shall not be affected by my disability, incompetency, or incapacity, but shall be deemed to be durable in accordance with Section 26-1-2 of the Code of Alabama (1975), as cited above.

- 2. Execution and Delivery. The execution and delivery by Agent of any conveyance, paper, instrument, deed 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 or 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 any transactions so entered into by agent and shall be under no duty or obligation to see or to 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 provided in this document.

- 4. <u>Limit on Agent's Authority</u>. Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.
- 5. Effective Date of Agent's Authority. This Power of Attorney shall become effective immediately.
- 6. Revocation. Principal may revoke this Power of Attorney at any time by written instrument delivered to Agent. The guardian or curator of Principal may revoke this Power of Attorney by written instrument delivered to Agent.

IN WITNESS WHEREOF, I, GAYLE C. LEAL, Principal, have executed this Limited Power of Attorney on this the $\sqrt{g^{\dagger h}}$ day of November, 2012.

GAYLE C LEAL, PRINCIPAL

STATE OF ALABAMA
COUNTY OF SHELBY

Given under my hand and seal this the other day of November, 2012.

NOTARY PUBLIC:

My commission expires:

My commission expires on January 13, 2016



Shelby Cnty Judge of Probate, AL 11/29/2012 02:10:35 PM FILED/CERT

EXHIBIT "A" - LEGAL DESCRIPTION

Lot 3226, according to the Survey of Highland Lakes, 32nd Sector, an Eddleman Community, as recorded in Map Book 35, page 23, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument 1994-07111 and amended in Instrument 1996-17543 and further amended in that Instrument 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 32nd Sector, recorded as Instrument 20050609000280550 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")