

Affidavit

20140808000246950 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
08/08/2014 10:57:56 AM FILED/CERT

State of Florida, County of Polk

My current legal name is Judith Williamson Thye, and my current occupation is Daughter/DPOA. I am Fifty Three years old, and my current address of residence is 231 Birch, Lane, Lakeland, Florida 33813.

This is a true and correct copy of the original DPOA of Jewell Pickering Riley. The original is not being recorded as living in Florida I the named DPOA , Judith Williamson Thye, do not want the original leaving my hand and being entrusted to the mail to forward and return the original to myself.

I hereby state that the above information is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Signature of Individual

Judith Williamson Thye

Date

7/30/14

Brandi Halsey



BRANDI N. HALSEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE225134
Expires 8/15/2016

STATE OF ALABAMA)
SHELBY COUNTY)

DURABLE POWER OF ATTORNEY

1. **Appointment of Attorney-in-Fact.** I, **JEWELL PICKERING RILEY**, as principal ("Principal"), a resident of the State of Alabama, have made, constituted, appointed and by these presents do make, constitute and appoint my daughter, **Judith Williamson Thye**, as my true and lawful agent or attorney-in-fact ("Agent"). However, in the event *Judith Williamson Thye* shall die, resign, become incompetent, or otherwise fail or cease to serve as my attorney-in-fact, then I hereby constitute and appoint, in the alternative, *Scott Randall Thye* as my true and lawful attorney-in fact. My Agent is empowered to act for me and on my behalf and shall 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, transfer, hold all sums of money, debts due, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, individual retirement accounts, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, 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 as lessor, accept or otherwise acquire; to sell, convey, deed, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quitclaim, or 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 to the application of any monies paid.

(3) To take, hold, possess, invest or otherwise manage any or all of the property or any interest therein; to effect, 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, 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 without option to renew, to collect and receive any receipt for rents, issues, and profits, of my property.

(4) 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 corporations regardless of class, interest in limited partnership(s), real estate whether or not productive at the time of the investment, interests in trust, 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 of 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 items as my Agent may deem appropriate.

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

(8) 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, recapitalize, 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 either in person or by proxy, and to exercise stock options.

(9) I specifically authorize my attorney-in-fact to make gifts, outright or in trust, of my property to or for the benefit of such persons as, in the opinion of my attorney-in-fact, would be the donees I might choose, having in mind the resources, both public and private, available for my care after the making of such gifts, and having in mind the objective of preserving the largest amount of my property for my family as a whole. I authorize my attorney-in-fact to make gifts in trust or to persons, or for their benefit, which qualify for the federal gift tax annual exclusion, described in Section 2503(b) of the Internal Revenue Code.

I specifically authorize my attorney-in-fact to deal with tax authorities, to execute and sign on my behalf any and all Federal, state, local and foreign income and gift tax returns, including estimated returns and interest, dividends, gains and transfer returns, and to pay any taxes, penalties and interest due thereon; to allocate generation-

skipping transfer tax exemptions (within the meaning of Section 2642(a) of the Internal Revenue Code) and to make tax elections; to represent me or to sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my attorney-in-fact if so qualified) to represent me before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to the types of taxes and years referred to above, and to specify on said authorization said types of taxes and years; to receive from or inspect confidential information in any office of the Internal Revenue Service or state, local or foreign tax authority; to receive and deposit, in any one of my bank accounts, or those of any trust of mine, checks in payment of any refund of Federal, state, local or foreign taxes, penalties and interest; to pay by check drawn on any bank account of mine or of any trust of mine and have accounts to permit my attorney-in-fact to draw checks for payment of said items; to execute waivers (and offers of waivers) of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of such taxes; to execute offers in compromise and closing Agreements under Section 7121 or comparable provisions of the Internal Revenue Code or any Federal, state, local or foreign tax statutes or regulations; to delegate authority or to substitute another representative for any one previously appointed by me or my attorney-in-fact; and to receive copies of all notices and other written communications involving my Federal, state, local or foreign taxes at such address as my attorney-in-fact may designate.

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

(11) 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 situated.

2. **Execution and Delivery.** The execution and delivery by Agent of any 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 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 considerations 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 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. **Agent's Compensation.** Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney.

5. **Durability of Agent's Authority.** This Power of Attorney shall not be affected by disability, incompetency, or incapacity of the Principal.

6. **Nomination of Guardian/Conservator.** In the event that it becomes necessary for any court to appoint a guardian for me or a conservator for my estate, I hereby nominate my daughter, Judith Williamson Thye, to serve in such capacity.

7. **Health Care Decisions.** Subject to the provisions of any Living Will or Advance Health Care Directive executed by me, and pursuant to the language stated below, I hereby authorize and appoint my attorney in fact to be my agent for health care decisions, on my behalf to:


(1) Consent, refuse, or withdraw consent to any care, treatment, service or procedure to maintain, diagnose or treat a physical or mental condition, and to make decisions about organ donation, autopsy and disposition of the body;

(2) Make all necessary arrangements at any hospital, psychiatric hospital or psychiatric treatment facility, hospice, nursing home or similar institution; to employ or discharge sitters or health care personnel to include physicians, psychiatrists, psychologists, dentists, nurses, therapists or any other person who is licensed, certified or otherwise authorized or permitted by the laws of this state to administer health care as the agent shall need necessary for my physical, mental and emotional well being;

(3) Request, receive and review any information, verbal or written, regarding my personal affairs or physical or mental health including medical and hospital records and to execute any releases or other documents that may be required in order to obtain such information; and,

(4) Generally, to do all acts necessary for my maintenance, health, and personal care which my attorney may deem necessary under the circumstances.

8. **Revocation.** Principal may revoke this Durable Power of Attorney at any time by written instrument delivered unto Agent. The guardian or conservator of Principal may revoke this instrument by written instrument delivered to Agent.


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IN WITNESS WHEREOF, I as Principal, have executed this Durable Power of Attorney, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

DATED this the 24th day of MARCH, 2010.

PRINCIPAL:

Jewell Pickering Riley
JEWELL PICKERING RILEY

STATE OF ALABAMA)
SHELBY COUNTY)

I, a Notary Public in and for said County in said State, hereby certify that JEWELL PICKERING RILEY whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day that being informed of the contents of the Durable Power of Attorney, has executed the same voluntarily on the day of the same bears date.

Given under my hand and seal this the 24th day of MARCH, 2010.

Pat. McDonald
NOTARY PUBLIC
My Commission Expires: 07-17-2011