

20160603000192470
06/03/2016 03:05:20 PM
POA 1/6

STATE OF ALABAMA)
)
SHELBY COUNTY)

DURABLE POWER OF ATTORNEY

I. Appointment and Powers of Attorney-in-Fact

I, **Sharon K. Cole**, of Shelby County Alabama, as principal (Principal), appoint my daughter, **Shannon W. Brasher**, as my true and lawful Attorney-in-Fact (Agent). Agent is expressly authorized to do any act or execute any writing that I may legally do or execute through an attorney-in-fact. I grant to her every power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation. Further, I specifically ratify and affirm that which she, or her substitute, shall lawfully do or cause to be done by virtue of the rights and powers herein granted.

This instrument is to be construed and interpreted as a durable and general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to Agent. The broad powers I grant to Agent include but are not limited to the following:

1. To forgive, request, demand, sue for, recover, collect, receive, hold or deposit to any account of mine all sums of money or rights to money, benefits or compensation of any kind owned by me, due or payable to me or in which I have or shall acquire an interest.
2. To endorse checks drawn to my order and cash them or deposit them to any account of mine;
3. To make withdrawals from any account I may have at any financial institution and draw checks upon such accounts;
4. To pay any debts I might legally owe in such a manner and at such time as Agent may deem appropriate;
5. To borrow money for any purpose, with or without security or on mortgage or pledge of any property;
6. To prepare or have prepared tax returns, estimates or any tax-related documents including but not limited to, claims for refund of any tax;

Sc
Initials

20160603000192470 06/03/2016 03:05:20 PM POA 2/6

Durable Power of Attorney
Sharon K. Cole

7. To have access at any time to any safety deposit box I may have, wherever located, and to remove all or any part of the contents, to deposit items or to relinquish any safety deposit box, and any institution in which a safety deposit box of mine is located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power;
8. To possess, exchange, purchase or otherwise legally acquire any real or personal property, tangible or intangible, that I may own or in which I have an interest;
9. To maintain, repair, improve, manage, rent, sell, convey and in any way deal with all or any part of any real or personal property, tangible or intangible, that I may own or in which I have an interest;
10. To conduct, engage in and transact any and all lawful business of any kind;
11. To execute any and all contracts of any kind;
12. To create trusts with due consideration to the then existing circumstances and reasonably anticipated future events, and to transfer such assets of mine into trust as Agent may determine appropriate under the circumstances.
13. To execute any and all instruments necessary to carry out the broad powers intended to be granted by this durable and general power of attorney.
14. In the event that my treating physician should determine that I am unable to make health care decisions for myself, but my condition is neither a terminal illness or injury nor a state of permanent unconsciousness as defined by Alabama law so as to invoke the provisions of the Natural Death Act, §§22-8-1 through 22-8A-13, 1975 Code of Alabama, I grant to Agent the power to make health care decisions for me. This shall include, but not be limited to, the power to arrange for my care at home or by admitting me to a medical, nursing, assisted living, mental health or other facility, to have access to my medical records, to consult with my health care providers, to authorize medical treatment of any kind whatever, including the use of medications to relieve pain, even if the medications might cause addiction or hasten my death, or to refuse medical treatment of any kind if in his best judgment such treatment or medications would be unacceptable to me if I were able to act for myself. Agent shall incur no liability in connection with these decisions nor shall any health care provider incur liability as a result of relying in good faith on Agent's decisions and instructions.

SKC
Initials

20160603000192470 06/03/2016 03:05:20 PM POA 3/6

Durable Power of Attorney
Sharon K. Cole

II. Form of Writings

All conveyances, papers, deed, instruments, documents, or writings of any kind executed in my name and on my behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

III. Execution and Delivery

The execution and delivery by Agent of any conveyance, paper, deed, instrument, document, or writing of any kind in my name and on my behalf shall be conclusive evidence of Agent's approval of the consideration for the writing, and for the form and contents of the writing, and that Agent deems the execution of the writing in my name and on my behalf necessary and desirable.

IV. 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 with respect to any transaction entered into by Agent and shall have no duty or obligation to see to its disposition. Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent. No person who may act in reliance upon the representation of Agent of the authority granted to Agent shall incur liability to me or my estate as a result of permitting Agent to exercise any power. The enumeration of specific powers is not intended to and does not limit or restrict the broad power granted to Agent by this Durable Power of Attorney.

V. 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, but Agent shall not be entitled to compensation for services rendered under this Durable Power of Attorney.

VI. Limit on Agent's Authority

Notwithstanding any provision to the contrary, Agent shall not satisfy any legal obligation of creditors of Agent or Agent's estate out of any property subject to this Durable Power of Attorney. Notwithstanding any provision to the contrary, Agent shall have no power of authority whatever with respect to any policy of insurance owned by me on the life of the Agent, and any trust created by Agent as to which I am Trustee; this limitation shall not prevent Agent from purchasing annuities, creating trusts, or any other such action as may be appropriate and lawful in order to provide adequately for my care in the event of my illness or incapacity. Agent shall not have authority to

SKC

Initials

20160603000192470 06/03/2016 03:05:20 PM POA 4/6

Durable Power of Attorney
Sharon K. Cole

create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law; to make a gift which exceeds the monetary limitations of § 26-1A-217 of the *Alabama Uniform Power of Attorney Act*; create or change rights of survivorship; create or change a beneficiary designation, authorize another person to exercise the authority granted under this power of attorney; waive the principal's right to be a beneficiary of a joint and survivor annuity including a survivor benefit under a retirement plan; or, exercise fiduciary powers that the principal has authority to delegate.

VII. Effective Date of Agent's Authority

With this instrument, I intend to create a durable and general power of attorney as provided by Alabama Code §26-1-2 (1975). The enumeration of specific powers is not intended to and does not limit or restrict the broad power granted to Agent by this Durable Power of Attorney. This Power of Attorney shall take effect upon execution by Principal and shall remain in full force and effect through any period of disability, incompetency or incapacity until such period is terminated or until death. Any action taken in good faith pursuant to the foregoing authority without actual notice of my death or restoration to physical or mental health shall be binding upon me, my successors in interest and personal representatives the same as if I were not disabled, incompetent or incapacitated.

VIII. Revocation

Principal may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent.

Dated this the 21st day of October, 2015.



Sharon K. Cole
Principal

SKC

Initials

20160603000192470 06/03/2016 03:05:20 PM POA 5/6

Durable Power of Attorney
Sharon K. Cole

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sharon K. Cole, 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 foregoing Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of October, 2015.

Phyllis Black
Notary Public
My Commission expires: October 24, 2017



SKC
Initials

20160603000192470 06/03/2016 03:05:20 PM POA 6/6

STATE OF ALABAMA)

SHELBY COUNTY)

I, **Sharon W. Cole**, do hereby revoke any and all Powers of Attorney executed by me prior to this date, including but not limited to any Power of Attorney naming my husband, Walter Lamar Cole, as Agent.

Done this the 21st day of October, 2015.

Sharon W. Cole

Sharon W. Cole

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Sharon K. Cole**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of October, 2015.

Lilla J. Partridge

Notary Public
My Commission expires: October 24, 2017



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/03/2016 03:05:20 PM
\$29.00 CHERRY
20160603000192470

J. Fuhrmeister

