

This document was prepared by:
Marcus Lamar Cheatwood
149 Pin Oak Drive
Chelea, Alabama 35043

Return To:
Marcus Lamar Cheatwood
149 Pin Oak Drive
Chelea, Alabama 35043

DURABLE POWER OF ATTORNEY
OF
MARCUS LAMAR CHEATWOOD

I. PRINCIPAL AND ATTORNEY-IN-FACT

I, Marcus Lamar Cheatwood, a resident of 149 Pin Oak Drive, Chelea, Alabama 35043, appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below:

Julie F Cheatwood
City, State of Residence: Chelsea, Alabama

II. EFFECTIVE TIME

This power of attorney is effective immediately, and will not be affected by subsequent disability, incompetency or incapacity of the principal. This is a durable power of attorney.

III. POWERS OF ATTORNEY-IN-FACT

To the extent permitted by law, my attorney-in-fact may act in my name, place, and stead in any way that I myself could with respect to the following matters:

YOUR ATTORNEY-IN-FACT SHALL BE AUTHORIZED TO ENGAGE ONLY IN THOSE ACTIVITIES THAT ARE INITIALED.

(MLC)

REAL ESTATE TRANSACTIONS:

- Manage, sell, transfer, lease, mortgage, pledge, refinance, insure, maintain, improve, collect and receive rent, sale proceeds, and earnings, pay taxes, assessments, and charges, and perform any and all other acts with respect to real property and interests in real property that I own now or later acquire.
- Defend, settle, and enforce by litigation a claim to real property and interests in real property that I own now or later acquire.
- Buy, lease, or otherwise acquire real property or an interest in real property, including the authority to enter into listing agreements and purchase and sale contracts, and to sign escrow instructions.
- Execute deeds, mortgages, releases, satisfactions, and other instruments relating to real property and interests in real property that I own now or later acquire.
- Hire and discharge accountants, bookkeepers, property managers, and other professionals providing services related to real property and interests in real property that I now own or later acquire.
- Exercise all powers with respect to real property and interests in real property that I could if present and under no disability, incompetency or incapacity.

(MLC)

LEGAL ACTIONS:

To act for me in all legal matters, whether claims in my favor or against me, including but not limited to the authority to retain and discharge attorneys on my behalf; appear for me in all actions and proceedings, commence actions in my name, sign all documents, submit claims to arbitration or mediation, settle claims, and pay judgments and settlements; and exercise all powers with respect to legal actions that I could if present and under no disability, incompetency or incapacity.

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as my attorney-in-fact deems necessary or appropriate to fully effectuate the purposes of the foregoing matters.

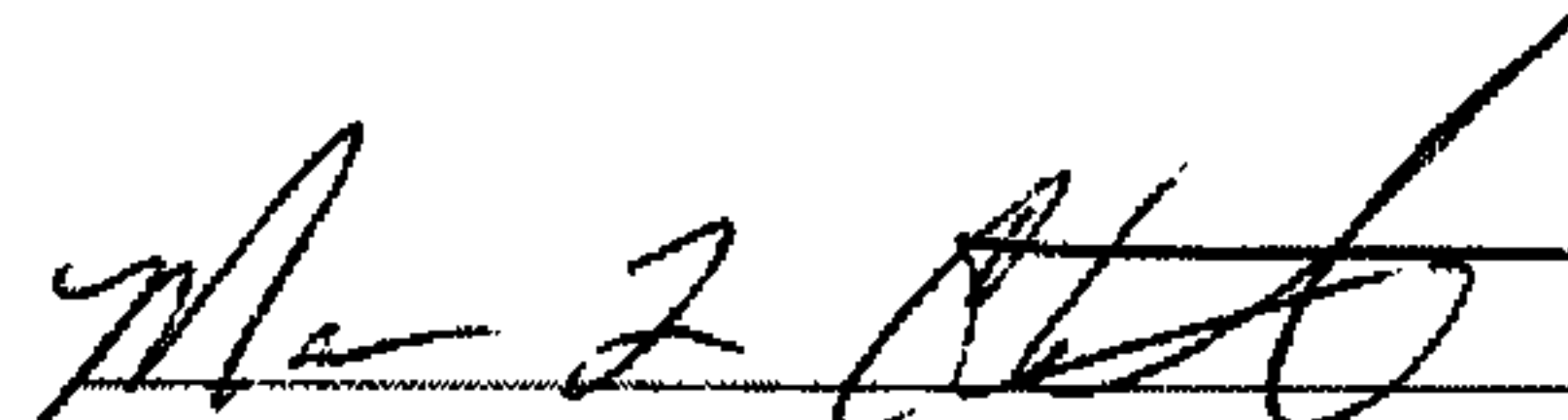
IV. GENERAL PROVISIONS

- 1) Reliance By Third Parties. I hereby agree that any third party receiving a duly executed copy of this document may rely on and act under it. Revocation or termination of this power of attorney will be ineffective as to a third party unless and until that third party receives actual notice or knowledge of the revocation or termination. For myself and for my heirs, executors, legal representatives, devisees, and assigns, I hereby agree to indemnify and hold harmless any third party from any and all claims because of good faith reliance on this instrument.
- 2) Severability. If any provision in this power of attorney is found to be invalid or unenforceable, this invalidity or unenforceability will not affect the other provisions of this document, and the other provisions will be given effect without the invalid or unenforceable provision.
- 3) Revocation. I may revoke this power of attorney at any time.
- 4) Maintenance of Records; Accounting. My attorney-in-fact must maintain records of all actions taken on my behalf, including transactions, receipts, disbursements and investment. My attorney-in-fact shall provide an accounting for all funds handled and all acts performed as my attorney-in-fact, but only upon my request, the request of a personal representative or a fiduciary acting on my behalf, or court order. Any requirement of my attorney-in-fact to file inventories and accounts with the county clerk or with the court is specifically waived.
- 5) Compensation and Reimbursement. My attorney-in-fact is entitled to reasonable compensation for services provided on my behalf pursuant to this power of attorney. My attorney-in-fact will be reimbursed for all reasonable expenses incurred relating to his or her responsibilities under this power of attorney.
- 6) No Personal Benefit. Except as specifically provided in this document, my attorney-in-fact may not personally benefit from any transaction engaged in or on my behalf, or use my assets to discharge any of his or her own legal obligations, excluding me and those I am legally obligated to support.

- 7) Liability of Attorney-in-Fact. All persons or entities that in good faith endeavor to carry out the provisions of this power of attorney will not be liable to me, my estate, or my heirs for any damages or claims arising because of their actions or inactions based on this power of attorney. My estate will indemnify and hold them harmless. A successor attorney-in-fact will not be liable for the acts of a prior attorney-in-fact.
- 8) Authority to Record, Register, or File. My attorney-in-fact may record, register, or file this power of attorney and other necessary and appropriate documents as required to carry out the powers granted herein.
- 9) Copies. A copy of this power of attorney shall be effective as an original for all purposes.

IN WITNESS WHEREOF, the undersigned has executed this power of attorney on the date set forth below.

Date: 9-24-21



Signature of Marcus Lamar Cheatwood

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of Alabama

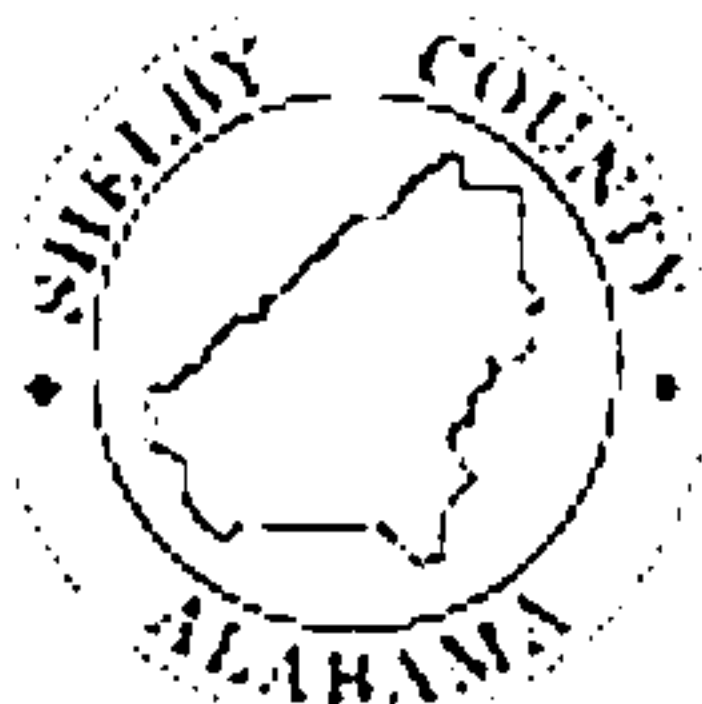
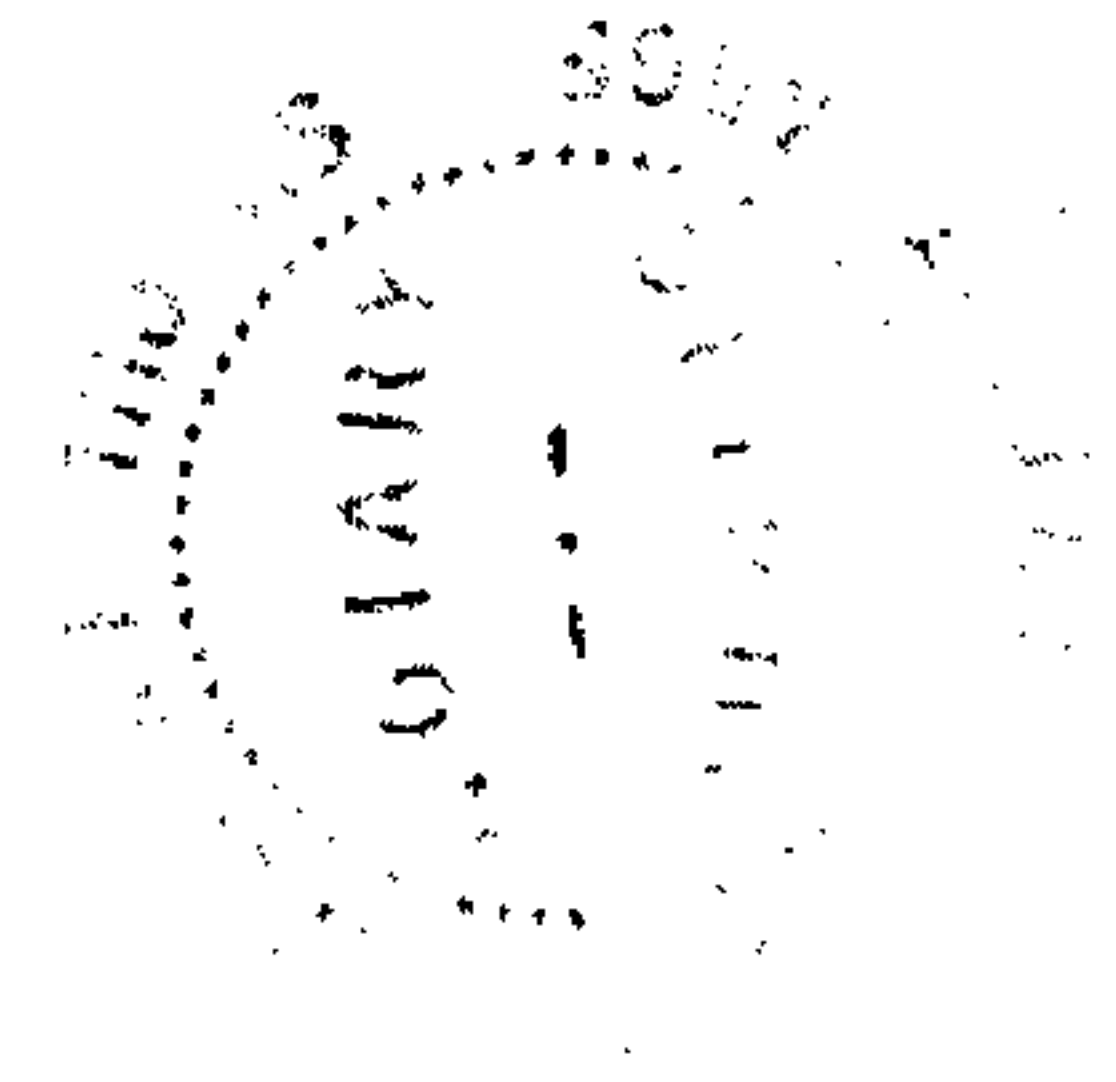
County of Shelby

On this 24th day of September, 2021, before me, the undersigned Notary Public, personally appeared Marcus Lamar Cheatwood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual who signed the foregoing power of attorney and acknowledged to me that he or she was informed of its contents and executed the same in his or her authorized capacity, and that by such signature, the person executed the instrument.

Witness my hand and seal.

Signature of Notary Public: Walter I Thomas

My Commission Expires 5/28/24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/06/2021 01:07:15 PM
\$34.00 CHERRY
20211006000488100

Allen S. Bayl