

STATE OF ALABAMA)

SHELBY COUNTY)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Charles Harold Parker and Juanita Baker Parker, as principal residents of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint Louis Edwin Ingram our true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter, and thing whatever in and about the estate, property, and affairs and effectually to all intents and purposes as we might or could do in our own proper persons, if personally present, including without limiting the generality of the foregoing, and 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:

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1. To forgive, request, demand, sue for, recover, elect, receive, hold all such sums of money, debts, dues, commercial devices, pensions, profit sharing retirement, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by us, or due, owing, payable or belonging to us, or in which we have or may hereafter acquire an interest. To execute and deliver for us, on our behalf, and in our names, all endorsement, releases, receipts, or other sufficient discharges for the same.
2. To buy, receive, sell, convey, mortgage, acquire, 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 property or any interest thereof; to eject, 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 any benefits, as lessee, with or without option or renew; to collect, receive and receipt, for rents, issues and profits of our property.
4. 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 any other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.
5. To pay any and all indebtednesses of ours in such manner and at such times as Agent may deem appropriate.
6. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.
7. To conduct or participate in any lawful business of whatsoever nature for us and in our name; execute partnership agreements and amendments thereto; sell, liquidate or dissolve any business; carry out the provisions of any agreement for the same of any business interest and exercise voting rights with respect to exercise of any stock options.

Louis E. Ingram
Rt 1 Box 35 A
Wilsonville, al
35186

8. To have access at any time or times to any safe deposit box rented by us, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which such safe deposit box may be located.

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

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

All conveyances, papers, instruments, documents or writings executed in our names and behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

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 unto by Agent and shall be under no duty or obligation to see to or examine into the dispositions thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any powers granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to us or our estate as a result of permitting Agent to exercise our rights and powers. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on our behalf pursuant to any provision of this Power of Attorney.

IN WITNESS WHEREOF, we have executed this Power of Attorney, and we have directed that same shall be recorded and any copies of same shall have the same force and effects as an original.

THIS THE 5th DAY OF September, 1984.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 SEP -6 AM 8:27

Thomas G. Lewis
JUDGE OF PROBATE

Rec. 500
100
600

Charles Harold Parker
Principal

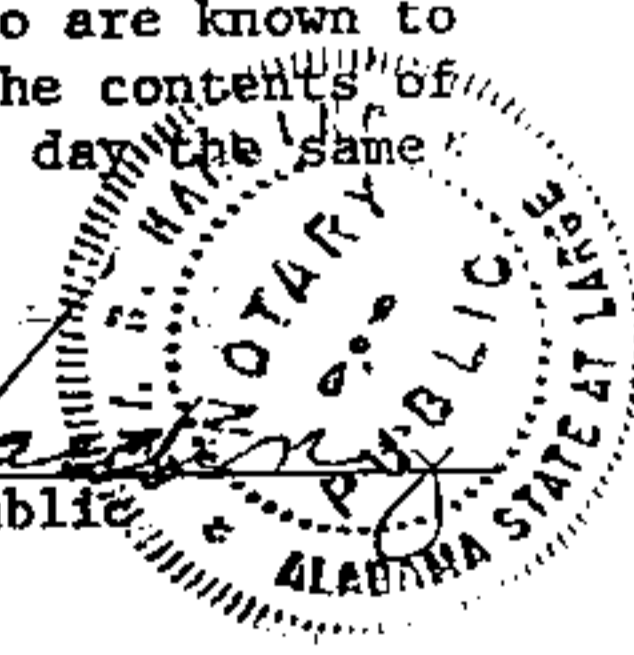
Juanita Baker Parker
Principal

STATE OF ALABAMA)

SHELBY COUNTY)

I, a Notary Public in and for said State and County, hereby certify that Charles Harold Parker, and Juanita Baker Parker, whose names are signed to the foregoing Power of Attorney, and who are known to me, acknowledged before me on this date that, being informed of the contents of said Power of Attorney, they executed the same voluntarily on the day the same bears date.

Eva B. Parker
Notary Public



My commission expires: 6/29/88

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