

DURABLE POWER OF ATTORNEY

State of ~~ALABAMA~~ OHIO

County of

KNOW ALL MEN BY THESE PRESENTS that I (we),

Kathleen M. Moriarty

do hereby constitute and appoint

John W.P. Moriarty

my true and lawful attorney for me and in my name to enter into, make, sign, execute and deliver, acknowledge and perform any contract, agreement, writing, or thing, that may, in the opinion of my said attorney, be necessary, or proper, to be entered into, made or signed, sealed, executed, delivered, acknowledged, or performed, and generally to do, execute and perform any other act, deed, matter, or thing, whatsoever, that ought to be done, executed and performed, or that, in the opinion of my said attorney ought to be done, executed or performed, in and about the premises, of every nature and kind whatsoever, as fully and effectually as I could do if personally present. Specifically, I (we) give our attorney in fact the authority to convey real estate, if needed, the legal description being set out as Exhibit "A" hereto. I further give my attorney in fact the right to sign all documents to Northwest Mortgage including a mortgage note with the specific terms set out in Exhibit "A".

This Power Of Attorney shall not be affected by disability, incompetency, or incapacity of the principal and shall continue in effect upon the disability, incompetency, or incapacity of the principal.

And I, the undersigned, do hereby ratify and confirm all whatsoever my said attorney shall do, or cause to be done, in or about the premises, by virtue of this Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14 day of December, 1990.

Kathleen M. Moriarty
Kathleen M. Moriarty

State of ~~ALABAMA~~ OHIO

County of

Personally appeared before me, the undersigned authority in and for said County and State, Kathleen M. Moriarty who after being first duly sworn deposed on oath and says that she executed the above Power of Attorney of her own free will and accord, fully understanding the contents contained therein.

Given under my hand and official seal this the 14th day of December, 1990.

ROSALIE D. BIRDSEYE, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 4, 1991

Rosalie D. Birdseye
NOTARY PUBLIC

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EXHIBIT "A"

Lot 117 according to the Survey of Chandalar South, Second Sector, as recorded in Map Book 6, page 12 in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama.

Mortgage terms are as follows:

Mortgage in amount of \$116,000.00 at 9.625% interest payable over a period of thirty years with payments beginning February 1, 1991. Said mortgage shall be payable to Norwest Mortgage, Inc.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JAN -3 AM 10:02

William G. Hamilton
JUDGE OF PROBATE

1. Deed Tax	\$	0.00
2. Map Tax	\$	0.00
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	5.00
5. No Tax Fee	\$	0.00
6. Certified Fee	\$	1.00
Total	\$	9.00