POWER OF ATTORNEY TO SELL PROPERTY AND MEMORANDUM OF RELOCATION AGREEMENT

WHEREAS, We, H. Dean Thome	rson, Jr. and Doris P. Thomerson
	, residing at <u>728 Regency Court,</u>
Florence, South Carolina	are the owners in fee simple of all
that certain property with the	house and improvements erected thereon, situated
in Alabaster	County, _Alabama
generally known as 105 Newgat	<u>e Road, Alabaster, Alabama</u>
and more specifically bounded	and described as follows:

Lot 5, in Block 3, according to the Survey of Norwick Forest, First Sector, as recorded in Map Book 11, Page 63, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, We desire to authorize the CSX Transportation, Inc. acting by and through its duly authorized representative, hereinafter referrred to as the "CSXT", to sell the above-described real estate for us, and in our names.

NOW, THEREFORE, We do hereby constitute the CSXT our true and lawful attorney:

- 1. To employ, if necessary, one or more brokers, whose commission shall be paid by the CSXT, to effect a sale of the above-described property.
- 2. To negotiate, make, execute, and deliver any contract to sell the above-described property and all appurtenances thereto, upon such terms, provisions, and conditions as it shall deem proper and, if necessary, to enforce said contract.
- 3. To sell and convey in fee simple by Deed with or without convenants of General Warranty, for such price and upon such terms of credit, and to such person, persons, or corporation, as it shall think fit, the above-described real property and all appurtenances thereto.
- 4. To demand, receive and collect (by legal action if necessary) any and all monies that may become due to us under any agreement to sell.
- 5. To endorse, deposit, and collect by (by legal action if necessary) any check, note or other instrument for the payment of money that may be payable to our order in connection with the above-described property.

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ABAMA TITLE CO., INC.

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- 6. To pay all mortgage payments, taxes, insurance, utility, and other payments due on or in connection with the maintenance and sale of the property, which the CSXT may think proper to pay; and to pay and satisfy all mortgages, encumbrances, taxes, and assessments that may be a lien or charge on the property.
- 7. Generally, to do, execute, and perform any other act, matter or think whatsoever, that, in the opinion of CSXT, should be done, executed or performed to properly maintain and effect the sale of the property, as fully as we could do if personally present.
- 8. This Power of Attorney and Memorandum of Relocation Agreement is made in connection with that Agreement between ourselves and the CSXT dated November 1, 1991, relating to the sale of the property, by virtue of which the CSXT has acquired an interest in said property. We acknowledge, by execution of this Power of Attorney, that we have received or will receive full compensation from the CSXT for our equity in the above-described property and that all monies received from the sale of this property are due and belong to the CSXT.
- 9. It is our intent that the powers hereby granted shall be irrevocable and bind our administrator, executor, heirs, successors, or assigns. This Power of Attorney and authority shall not terminate upon our mental or physical disability, imcompetence, incapacity, or death.

And we do hereby ratify and confirm all that our attorney shall do, or cause to be done, by virtue hereof, this _____ day of ______, 1991.

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Witness:

Owner: H. Dean Thomerson, Jr.

Witness J. M. Rhode 7,156

Owner: Doris P. Thomerson

STATE OF	Douth C	Carilara
COUNTY OF	Deserve	10

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared H. Dean Thomerson, To and Doris P. Thomerson, to me known to be the person(s) described in and who executed the same.

Witness my hand and official seal in the County and State last aforesaid this _______ day of _________, A.D., 1991_____.

Notary Public

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SALL OF MALSHELM CO. I CERTIFY THIS I LERTIFY WAS FILL.	
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WHOSE OF TROBATE	

1. Deed Tax	_\$
2. Mtg. Tax 3. Recording Fee	7.50
4. Indexing Fee	3.00
6. Certified Fee	\$ 1.00
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