KNOW ALL MEN BY THESE PRESENTS

that Susan Dian Grantham, Leonard Dwight Smith, Edward Levi Smith and Timothy Wayne Smith

have made, constituted and appointed and by these presents do hereby make,

constitute and appoint James Larry Patterson their true and lawful Attorney for their and in their names, places and stead to do and perform the following act or acts, which are hereby limited, however, to the following described real property and any improvements and fixtures located thereon:

For the purpose of completing the contract dated September 17, 1994 with Dana Loftis with Johnson, Rast & Hays as agent.

To ask, demand sue for, recover, collect and receive all such sums of money, debts, and demands whatsoever as are not or shall hereafter become due, owing, payable or belonging to the undersigned; and have use and take all lawful ways and means in the same of the undersigned, or otherwise, for the recovery thereof, by legal process and to compromise and agree for the same and grant releases or other sufficient discharges for the same of the undersigned and in the name of the undersigned to make seal and deliver the same; To comprise any and all debts owning by the undersigned and to convey transfer and/or assign said property in satisfaction of any debt owing by us or either of, to bargain, contract agree for purchase, receipt and sale said property and accept the seizin and possession thereof, and all debts and other assurances in the lack therefor; and to lease let, demise, bargain, sell, remise, release, convey, mortgage, convey in trust and hypothecate said property upon such terms and conditions and under such covenants as said attorney shall think fit; to exchange said property for other real or personal property, and to execute and deliver the necessary instruments of transfer or conveyance to consummate such exchange; to execute and deliver subordination agreements subordination any lien, encumbrance or other right in said property to any other lien encumbrance or other right thereby; also to bargain and agree for, buy, sell, mortgage, hypothecate, convey in trust or otherwise and in any and every way and manner deal in and with the improvements and fixtures located on said real property, including authority to utilize my eligibility for V A Guaranty; and also for the undersigned and in the name and as the deed of the undersigned to sign, seal, execute, deliver and acknowledge such deeds, covenants, leases, indentures, agreements, mortgages, deeds of trust, hypothacations, assignments, notes, receipts, evidence of debts, releases and satisfactions of mortgages, and such other instruments in writing, of whatever kind or nature, as may be reasonable, advisable, necessary or proper in the premises, but only with respect to said property. Each and all of the powers herein granted shall be exercised by said attorney whether said property be separate, community or any other kind of property.

DATED

-36507

Giving and granting unto said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do if personally present, the undersigned hereby expressly ratifying and confirming all that said attorney shall lawfully do or

cause to be done by virtue of these presents.

Susan Dian Grantham

Leonard Dwight

Edward Leyl Smith

STATE OF Alabama
COUNTY OF Shelby
I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Susan Dian Grantham, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this day of November, 1994.
Notary Public
My commission expires: 10/17/97
STATE OF Alabama
COUNTY OF Shelby
I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Leonard Dwight Smith, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this day of November, 1994.
Notary Public
My commission expires: 10/17/97
STATE OF Alabama COUNTY OF Shelby
I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Edward Levi Smith, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this day of November, 1994.
$A + P_{2,25}$
Notary Public
My commission expires: 10/17/97
STATE OF Alabama COUNTY OF Shelby
I, the undersigned authority, a Notary Public, in and for said County, in said State,
personally appeared Timothy Wayne Smith, whose name is signed to the foregoing conveyance,

and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this 20 day of November, 1994.

My commission expires: 10/17/97

Inst # 1994-36507

12/13/1994-36507 03:55 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 14,00 005 HCD