#### DURABLE POWER OF ATTORNEY

| STATE OF ALABAMA | ) |
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| MORGAN COUNTY    | ) |

# 20021206000612010 Pg 1/4 20.00 Shelby Cnty Judge of Probate, AL 12/06/2002 16:03:00 FILED/CERTIFIED

# KNOW ALL MEN BY THESE PRESENTS:

That I, Dorothy T. Sellers as principal (principal), a resident of Morgan County, 1214 Anderson Or, Sw, Decator A, hereby appoint and by these present do make, constitute and appoint Kay S. Cox, my daughter, of Morgan County, Alabama, as my true and lawful agent or attorney-in-fact (agent) to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the 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:

- 1. To forgive, request, demand, sue for, recover, elect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, bonds, dividends, certificates of deposit, social security, insurance, annuities, pension, profit sharing, retirement, 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 me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts or other sufficient discharges for the same.
- 2. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit claim, 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 my property or any interest therein; 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 my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.
- 4. I give my Power of Attorney the power to invest and reinvest all or any part of my

property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/of closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries.

- 5. 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 other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.
- 6. To pay any and all indebtedness of mine in such manner and at such times as Agents may deem appropriate.
- 7. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.
- 8. To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto, incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options.
- 9. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.
- 10. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which such safety deposit box may be located shall not incur any liability to me or my estate as a result of permitting agent to exercise this power.
- 11. Power to consent to giving, withholding or stopping any health care, treatment, service, or diagnostic procedure, also, authority to talk with health care personnel, get information, and sign forms necessary to carry out those decisions.
- 12. To execute any and all contracts of every kind or nature.

As 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 my name and behalf by agent shall be in such form and contain such provisions as shall be satisfactory to agent.

The execution and delivery by agent of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of agent's approval of the consideration therefor, and of the form and contents thereof, and that agent deems the execution thereof in my behalf necessary or desirable.

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 into by agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of agent as to all matters relating to any power 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 me or my estate as a result of permitting agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by agent on my behalf pursuant to any provisions of this Power of Attorney, but agent shall not be entitled to compensation for services rendered hereunder.

This Power of Attorney shall not be affected by disability, incompetency or incapacity of principal.

Principal may revoke this Power of Attorney at any time by written instrument delivered to agent.

IN WITNESS WHEREOF, I have executed this Power of Attorney on this the 19th, of 2002.

Dorothy T. Sellers

## STATE OF ALABAMA

## ACKNOWLEDGMENT

#### MORGAN COUNTY

I, the undersigned, a notary public in and for said State and County, hereby certify that Dorothy T. Sellers whose name is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Power of Attorney, executed the same voluntarily on the day the same bears date.

Notary Public

My Commission Expires:

State of Alabama - Jefferson County I certify this instrument filed on:

2002 DEC 04 P.M. 15:28

Recorded and \$

Mtg. Tax

and \$

Deed Tax and Fee Amt. 19 12.00

12.00 Total \$ 12. MICHAEL F. BOLIN, Judge of Probate

200216/4910

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