

**LIMITED DURABLE POWER OF ATTORNEY**

*STATE OF ALABAMA}*  
*COUNTY OF SHELBY }*

20030801000496280 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
08/01/2003 08:03:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, that **JENNIFER L. EARNEST**, whose address is 1357 Swooping Eagle Court, Jacksonville, FL 32225, (hereinafter referred to as "Principal") does by these presents make, constitute and appoint, **WILLIAM C. EARNEST** and/or his designated representative as my true and lawful agent(s) and Attorney-in-Fact (hereinafter referred to as "Agent") to do and perform for me and in my name, place and stead, and for my use and benefit, to execute the promissory note, mortgage, lien waiver and any and all documents necessary to obtain a First Mortgage Loan and a Home Equity Line of Credit on the below described property being more particularly described as the following real estate, situated in Shelby County, Alabama:

**Lot 1444, according to the Map of Highland Lakes, 14th Sector, an Eddleman Community, as recorded in Map Book 30, Page 74 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Inst. #1996-17543 and amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 14th Sector, recorded as Instrument No. 20021101000539740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**

with a property address of 1008 Locksley Circle, Birmingham, AL 35242, including, but not limited to the Notes, Mortgages, any applicable Riders thereto, Settlement Statements, HUD Certifications, FNMA 1009 Affidavit and Agreements, Name Affidavits, Compliance Agreements, Truth in Lending Statements, Lien Waivers and any other documents required for said loan for the above described property, said First Mortgage Loan from MortgageSouth, LLC, its successors and/or assigns, to be in the amount of Two Hundred Seventy-Five Thousand Nine Hundred Dollars (\$275,900.00) for a term of 360 months with an initial interest rate of 4.00% amortized over 30 years with a balloon payment due in 7 years and a Home Equity Line of Credit from First Commercial Bank, in the amount of Thirty-Four Thousand Four Hundred Ninety Dollars (\$34,490.00) with a variable interest rate.

I further give and grant unto my said Attorney-in-Fact and agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue hereof.

This power of attorney shall not be effected by disability, incompetency or incapacity of Principal.

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 therefore and of the form and contents thereof, and that the Agent deems the execution thereof on my behalf necessary or desirable.

IN WITNESS WHEREOF, the undersigned has executed this limited power of attorney on this the 18<sup>th</sup> Day of July, 2003.

Christa A. Suto

Witness **CHRISTA A. SUTO**

Jennifer Ernest

**JENNIFER L. EARNEST**

STATE OF Florida }  
COUNTY OF Duval }

20030801000496280 Pg 2/2 14.00  
Shelby Cnty Judge of Probate, AL  
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I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JENNIFER L. EARNEST, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand this 18<sup>th</sup> Day of July, 2003.

Christa A. Suto

**NOTARY PUBLIC**

(AFFIX SEAL)

My commission expires:

This instrument prepared by:  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

