

## LIMITED DURABLE POWER OF ATTORNEY

STATE OF ALABAMA}
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS, that **DORIAN HUBBARD**, whose address is 821 Narrows Point Drive, Birmingham, AL 35242, (hereinafter referred to as "Principal") does by these presents make, constitute and appoint, **LAURA HUBBARD** 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 the Mortgage Loan on the below described property being more particularly described as the following real estate, situated in Shelby County, Alabama:

Lot 2145, according to the Map of Highland Lakes, 21st Sector, Phase I & II, an Eddleman Community, as recorded in Map Book 30, Page 6 A & B, in the Probate Office of 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 Instrument #1996-17543 and 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, 21st Sector, Phase I & II, recorded as Instrument #20020716000332740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

including, but not limited to the Note, Mortgage, any applicable Riders thereto, Settlement Statement, HUD Certification, FNMA 1009 Affidavit and Agreement, Name Affidavit, Compliance Agreement, Truth in Lending Statement, Lien Waiver and any other documents required for said loan for the above described property to Countrywide Home Loans, Inc., its successors and/or assigns., loan to be in the amount of Three Hundred Five Thousand Six Hundred Dollars (\$305,600.00) for a term of 30 years with the interest rate based on the London Interbank Offered Rate (LIBOR rate) at a beginning interest rate of 5.5%.

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 on this the <u>「ユザ</u> Day of December, 2003.	d has executed this limited power of attorney
Witness	DORIAN HUBBARD
STATE OF Alabama  COUNTY OF Defferson  }	

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that DORIAN HUBBARD, 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 the <u>Jay</u> Day of December, 2003.

NOTARY PUBLIC

(AFFIX SEAL)

My commission expires: 6-5-20

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