

**LIMITED DURABLE POWER OF ATTORNEY**



20040609000310020 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
06/09/2004 09:22:00 FILED/CERTIFIED

STATE OF ALABAMA)  
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that **Ann W. Holifield**, whose address is 241 Sanbridge  
Ridgeland MS 39157, (hereinafter referred to as "Principal"), does by these presents make, constitute and appoint, **Henry T. Holifield**, 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, Alabama, to-wit:

Lot 1215, according to the Map of Highland Lakes, 12th Sector, Phase I, an Eddleman Community, as recorded in Map Book 26, Page 137, 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, 12th Sector, Phase I, recorded as Instrument No. 2000-20771 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 **1025 Ashmore Lane, Birmingham, AL 35242**, 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 **AmSouth Bank** the mortgage loan to be in the amount of **Two Hundred Thirty-Six Thousand Seven Hundred Twenty and No/100 (\$236,720.00)**, amortized over a term of **30 years**, with an initial interest rate of **4.5%** for the first five (5) years and said rate being adjusted each year thereafter and an equity line to **AmSouth Bank** in the amount of **Twenty-Nine Thousand Five Hundred Ninety and 00/100 Dollars (\$29,590.00)** based on the Prime 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 Agent deems the execution thereof on my behalf necessary or desirable.

IN WITNESS WHEREOF, the undersigned has executed this limited power of attorney on the 2nd day of June, 2004.

Witness

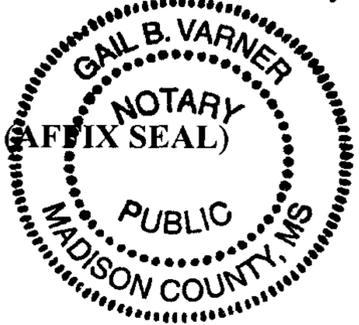
Ann W. Holifield  
Ann W. Holifield

CLAYTON T. SWEENEY, ATTORNEY AT LAW

STATE OF Mississippi }  
COUNTY OF Madison }

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Ann W. Holifield**, 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 2nd day of June, 2004.



Gail B. Varner  
Notary Public

My commission expires: \_\_\_\_\_

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

Notary Public State of Mississippi At Large  
My Commission Expires: April 23, 2006  
Bonded Thru Heiden, Brooks & Garland, Inc.