

**LIMITED DURABLE POWER OF ATTORNEY**



20041006000552820 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
10/06/2004 11:26:00 FILED/CERTIFIED

STATE OF ALABAMA)  
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that **Patricia M. Stevens**, whose address is \_\_\_\_\_, (hereinafter referred to as "Principal"), does by these presents make, constitute and appoint, **Terry R. Stevens**, 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 55, according to the Map and Survey of Greystone, 1<sup>st</sup> Sector, Phase II, as recorded in Map Book 15, Page 58, 59, 60 and 61, in the Probate Office of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions, and Restrictions dated 11/6/90 and recorded as Real 317 page 260 in the Probate Office of Shelby County, Alabama (which, together with all amendments, thereto, is hereinafter collectively referred to as the "Declaration")**

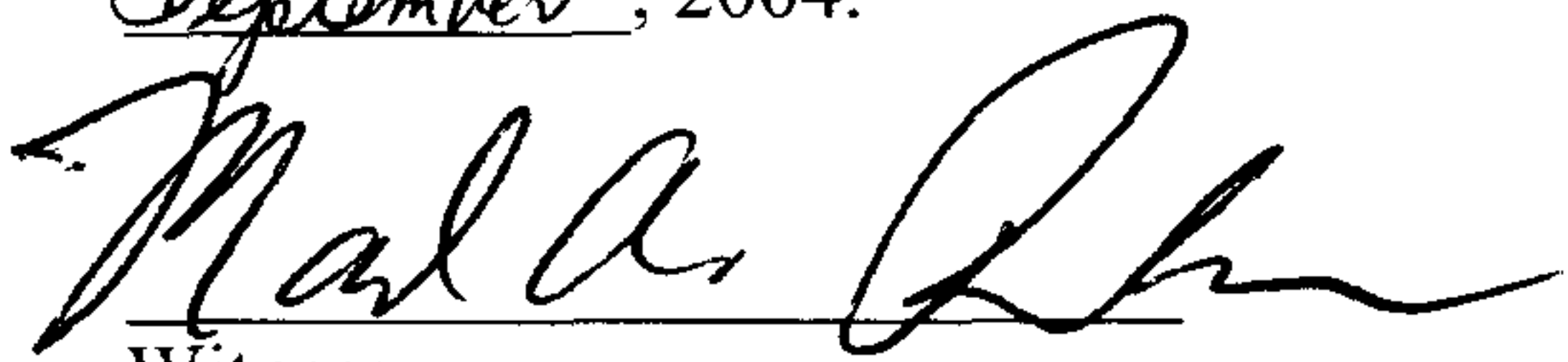
with a property address of **3617 Shandwick Place, Birmingham, AL 35242**, including, but not limited to the Note, Mortgage, any applicable Riders thereto, Settlement Statement, HUD Certification, FNMA 1009 Affidavit and Agreement, Name Affidavit, Compliance Agreement, Truth-in-Lending Statement, Lien Waiver and any other documents required for said loan for the above described property to **Wells Fargo Bank N.A.**, the mortgage loan to be in the amount of **Two Hundred Fifty Thousand Dollars 00/100 (\$250,000.00)**, amortized over a term of **30 years**, with an initial interest rate of **4.75%** for the first seven (7) years and said rate being adjusted each year thereafter. .

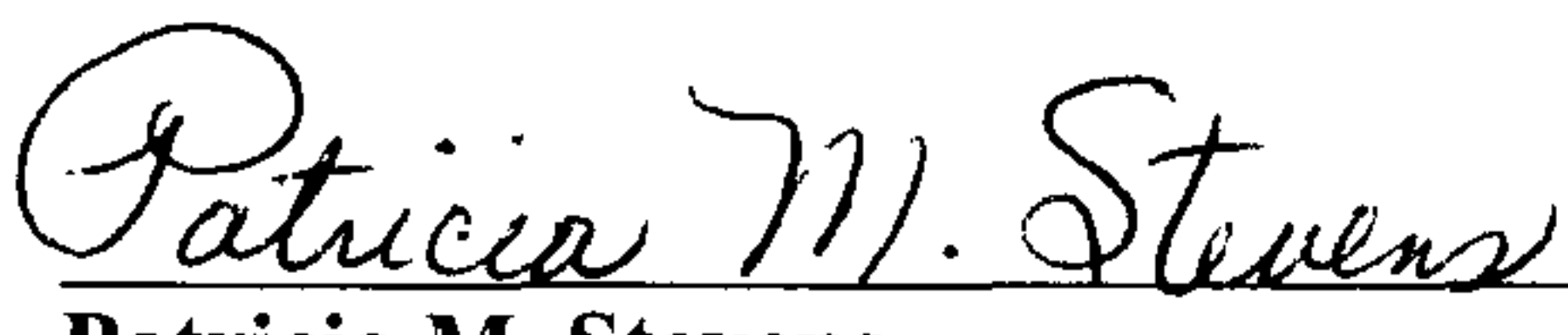
I further give and grant unto my said attorney-in-fact and agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation, 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 29<sup>th</sup> day of September, 2004.

  
Witness

  
Patricia M. Stevens

STATE OF Texas }  
COUNTY OF Tarrant }

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Patricia M. Stevens**, 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.

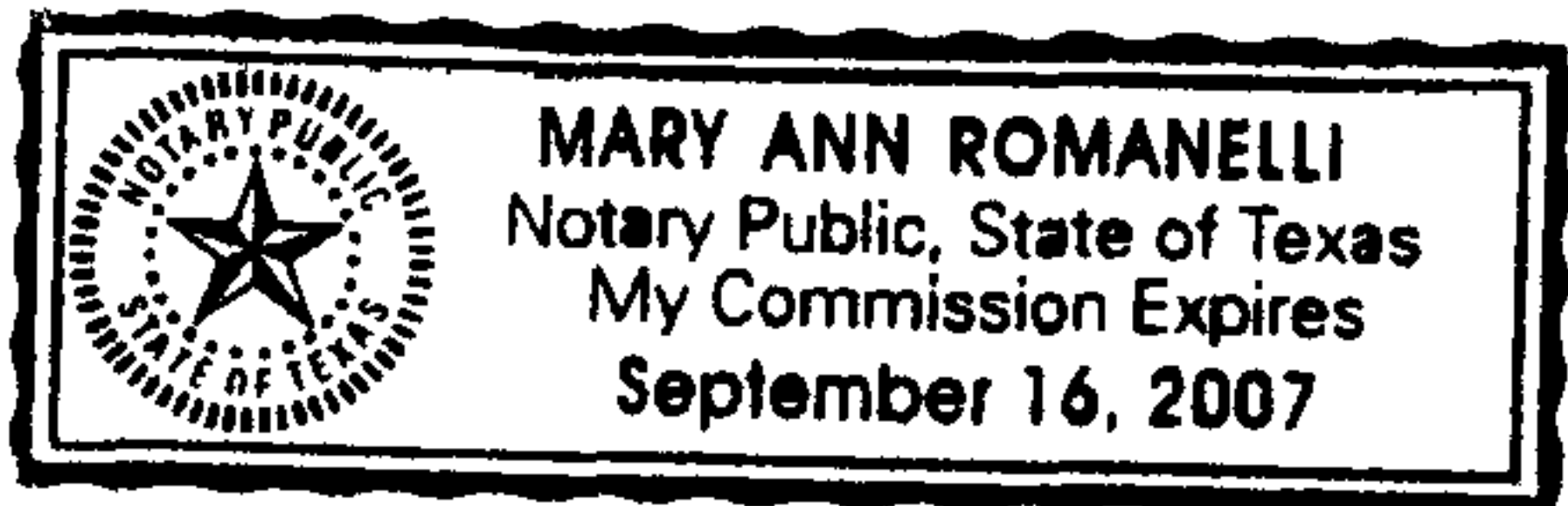
Given under my hand this the 29<sup>th</sup> day of September, 2004.

(AFFIX SEAL)

  
Notary Public

My commission expires: 9-16-2007

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



CLAYTON T. SWEENEY, ATTORNEY AT LAW