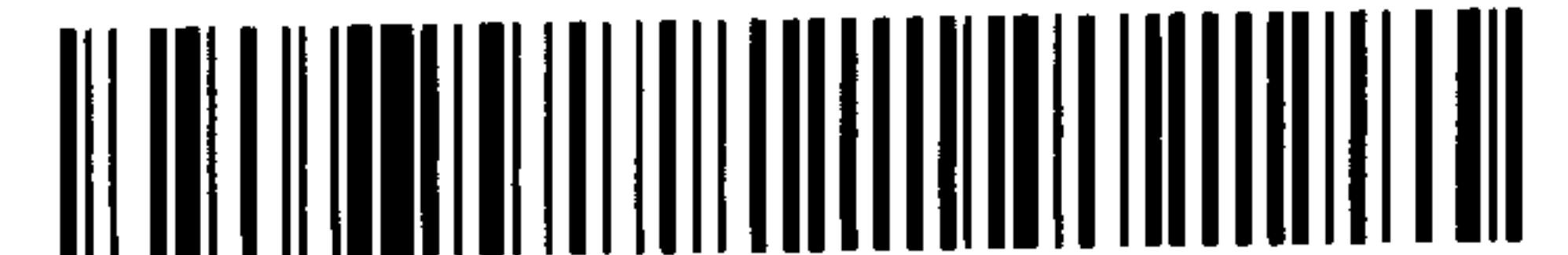


STATE OF ALABAMA

COUNTY OF JEFFERSON

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20050504000213070 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
05/04/2005 10:54:08AM FILED/CERT

**DURABLE POWER OF ATTORNEY
(Specific and Limited)**

This power of attorney shall not be effected by disability, incompetency, or incapacity of the principal in accordance with Alabama Code Section 26-1-2 (1975).

1. APPOINTMENT OF ATTORNEY IN FACT. I, Charles Mercer, as principal ("Principal"), a resident of the State of Alabama has made, constituted and by these presents do make, constitute and appoint my wife, Amy Mercer, as my true and lawful agent and attorney-in-fact ("Agent") to do and perform the following:

To do any and all acts, to take any actions and execute any documents in connection with sale of the real property described herein, including, without limitation, the execution of any contract, deed, settlement statement, affidavits or documents in connection with the sale of that certain real property located at 2711 Stevens Creek Road, Birmingham (Hoover), Alabama, said property being legally described as follows, to wit:

LOT 22, ACCORDING TO THE SURVEY OF BROOKHAVEN, SECTOR 2, AS RECORDED IN MAP BOOK 11, PAGE 4 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

and without limitation, to do any and all acts, to take any actions and execute any documents in connection with the execution of any settlement statement, deed, affidavit, or other documents deemed necessary by any closing attorney, settlement agent or title insurance company to effectively transfer title of the property described herein. This Power of Attorney shall be valid and of full force and effect for thirty (30) days from the date of execution.

2. EXECUTION AND DELIVERY. The execution and delivery by Agent of any check, draft, conveyance, paper, deed, 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 and desirable.

3. RELIANCE ON AUTHORITY. Any person, firm or corporation dealing with Agent under the Authority of this instrument is authorized to deliver to Agent all consideration of every kind or character with respect to this transaction so entered into by the 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 liability to me or my estate as a result of permitting Agent to exercise any power.

4. LIMIT ON AGENT'S AUTHORITY. The authority of the Agent is specific and limited to the matters set forth herein above in connection with the sale of my interest in and to that certain real property described herein above.

5. EFFECTIVE DATE OF AGENT'S AUTHORITY. This Specific and Limited Durable Power of Attorney shall become effective upon its execution by the Principal and delivery to the Agent.

IN WITNESS WHEREOF, I, as Principal, have executed this Specific and Limited Durable Power of Attorney.

Dated this the 26 day of APRIL 2005.


Charles Mercer

STATE OF LA
Caddo Parish COUNTY

} S.S. 434-57-3203

On April 26, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Mercer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument on the day same bears date

WITNESS my hand and official seal this the 26th day of April 2005.


Signature # 35593
Printed Name: Phyllis M. Dublin, Notary Public
Caddo Parish, Louisiana
Notary Public in and for
the State of LA

My commission expires: My Commission is for Life

This instrument prepared by:

Patrick F. Smith
Dominick, Fletcher, Yeilding, Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, AL 35205