

LIMITED DURABLE POWER OF ATTORNEY



20051104000574890 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
11/04/2005 11:05:47AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, that **Anthony G. Chavers**, whose address is 501 Edgewood Road, Hurricane, WV 25526, (hereinafter referred to as "Principal"), does by these presents make, constitute and appoint, **Bishop B. Chavers**, 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 29, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89 A, B & C, 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 November 6, 1990, and recorded in 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 **5136 Greystone Way, Birmingham, Alabama 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 **Eight Hundred Ninety-Six Thousand and no/100-----Dollars (\$896,000.00)**, amortized over a term of **30 years**, with an initial interest rate of **5.50%** for the first five (5) 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 27th day of October, 2005.

Delva S. Sites
Witness

Anthony G. Chavers
Anthony G. Chavers

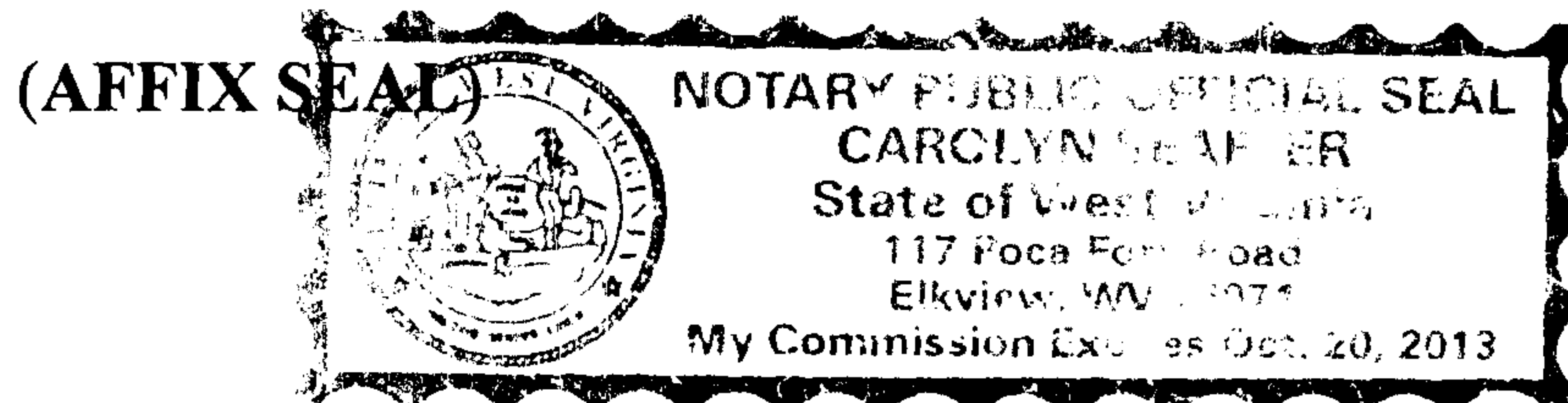
STATE OF }
COUNTY OF }

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Anthony G. Chavers**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 27th day of October, 2005.



Carolyn Seafarer
Notary Public

My commission expires: 10/20/2013

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