

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**POWER OF ATTORNEY**

**KNOW EVERYONE BY THESE PRESENTS**, which are intended to constitute a Durable Power of Attorney, **THAT I, Michael J. Wanhatalo**, hereby make, constitute and appoint **John J. Wanhatalo**, as my attorney-in-fact TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent with respect to the following matters:

I authorize my attorney-in-fact to sell, grant options upon, convey with or without covenants, exchange, lease, assign, transfer, encumber, mortgage or otherwise dispose of any real property which I own, including, without limitation, the following described real property:

Lot 53, according to the Survey of Oakwood Village, Phase One, as recorded in Map Book 19, Page 163, being a re-recording of Map Book 19, Page 127, and Map Book 19, Page 91, in the Probate Office of Shelby County, Alabama.

together with all improvements thereon and rights relating thereto, in such manner, at such times, for such prices, and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate; to possess, recover, manage, hold, control, develop, subdivide, partition, or otherwise deal with the property; to make repairs, replacements and improvements, structural or otherwise; to borrow money at such interest rates and upon such terms and conditions as my attorney-in-fact may deem necessary or appropriate, and to provide security therefor by mortgage or pledge of any property; to satisfy, discharge, release or extend the term of any mortgage or deed of trust; to apply for zoning, rezoning or other governmental permits; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the property; to abandon property if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to permit property to be lost by tax sale or other proceeding or to convey property for a nominal consideration or without consideration; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, affidavits, transfer tax returns, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my attorney-in-fact may deem necessary or appropriate; to deposit and withdraw any sums to or from any bank, savings or similar account maintained by me in connection with the property or the sale thereof; to deal with all matters relating to insurance regarding the property, including the procurement and maintenance thereof; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the sale thereof; to employ such agents, attorneys, accountants, investment counsel, trustees, caretakers and other persons and entities providing services or advice, irrespective of whether my attorney-in-fact may be associated therewith, and to rely upon information or advice furnished thereby or to ignore the same, and to delegate duties hereunder and pay such compensation, as my attorney-in-fact may deem necessary or appropriate; to do, execute, perform and finish for me and in my name all things which my attorney-in-fact shall deem necessary or appropriate in connection with the sale of the property.

This power of attorney is a durable power of attorney, and it shall not be affected by my becoming disabled, incompetent or incapacitated or the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

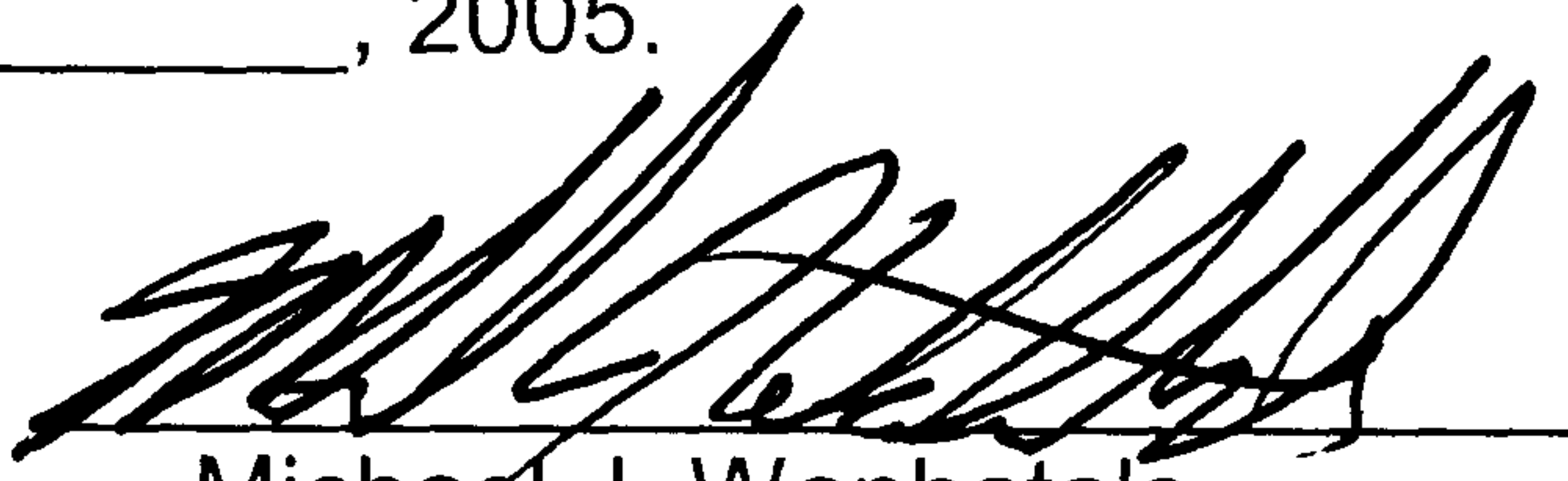
To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder,

*William M. ...*

and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this power of attorney.

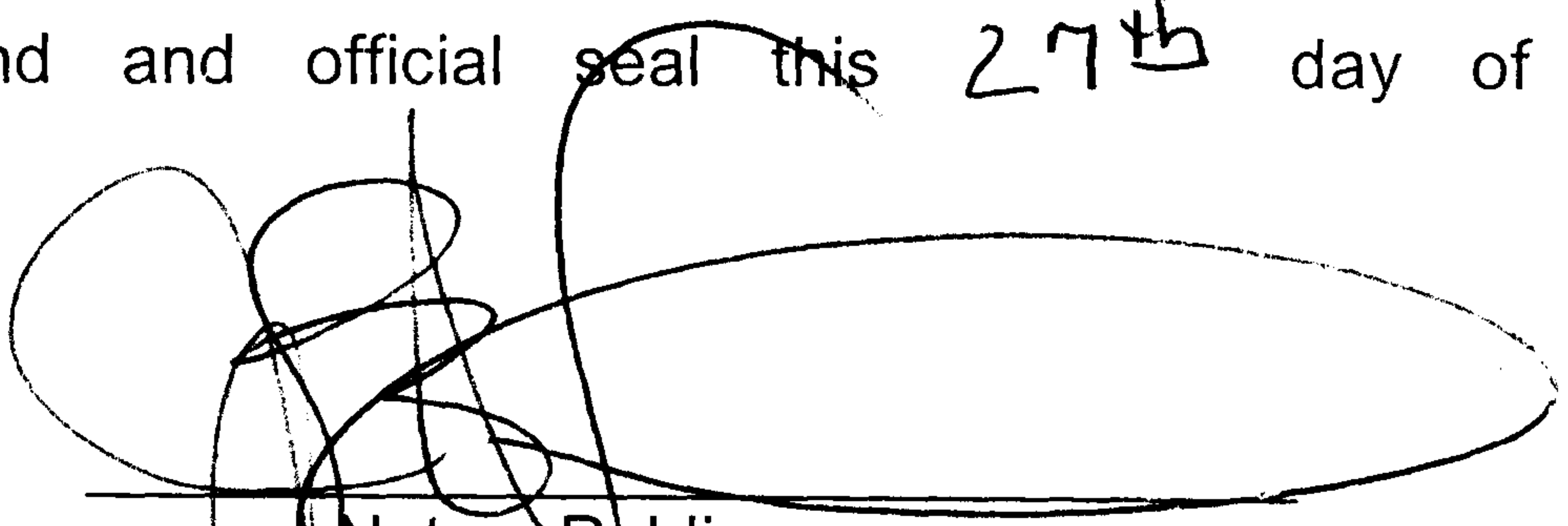
This power of attorney shall be governed by Alabama law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney this day of SEPTEMBER 27, 2005.

  
Michael J. Wanhatalo  
Soc. Sec. No.: 214-84-4632

I, Jo B. Vincent, a notary public, in and for the State of Alabama hereby certify that Michael J. Wanhatalo, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, he executed the same voluntarily on this 27<sup>th</sup> day of September, 2005.

Given under my hand and official seal this 27<sup>th</sup> day of September, 2005.

  
\_\_\_\_\_  
Notary Public  
My commission expires on \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: **Mar 7, 2008**  
BONDED THRU NOTARY PUBLIC UNDERWRITERS