



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

This power of attorney shall not be affected 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, Rutherford C. Harris, as principal ("Principal"), resident of the State and County aforesaid, has made, constituted and by these presents do make, constitute and appoint Maleah D. Barton 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 the purchase of, and the execution of mortgage and/or loan documents in connection with my making any promissory note or mortgage, in connection with the purchase of the real property located at 128 Austin Circle, Birmingham, AL 35242, said property being more particularly known as follows, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

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, application, promissory note, mortgage, deed of trust, affidavit, undertaking, assurance or other documents deemed necessary or required by any bank, mortgage company, credit union, individual or other lender providing mortgage funding to either of us in connection with said purchase, (hereinafter referred to as the "Mortgage Company") or by any title insurance insurer providing any policy of title insurance to the Mortgage Company in connection with said purchase. This Power of Attorney shall be valid and of full force and effect for one hundred eighty (180) 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 purchase of that certain real property set forth herein above and more particularly described on Exhibit "A" attached hereto.

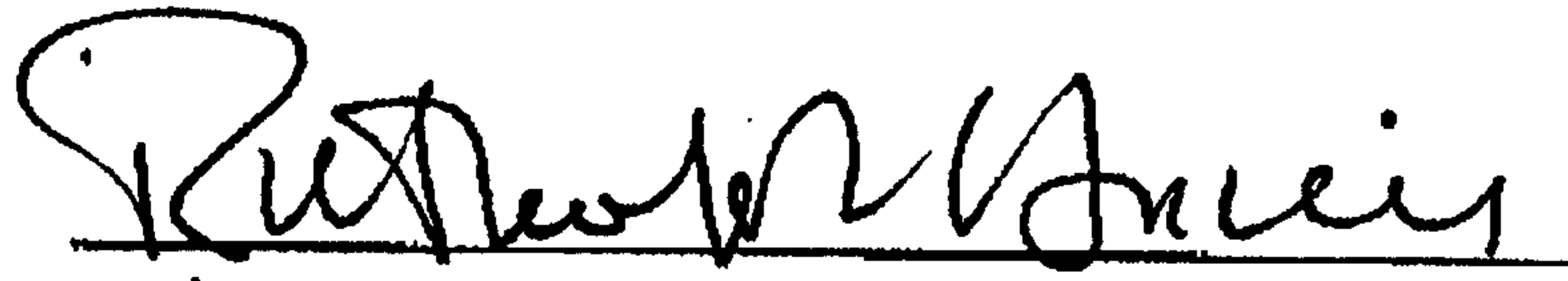
5. EFFECTIVE DATE OF AGENT'S AUTHORITY. This Specific and Limited Durable Power of Attorney shall become effective upon its execution by the Principal and delivery to the Agent.

Certified to be a true and correct  
copy of the original.

*Julie Boggess Schutta*

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



Dated June 28, 2006

  
Rutherford C. Harris


STATE OF Georgia )  
COUNTY OF Morgan )

On June 28, 2006, before me the undersigned Notary Public, in and for said County and State, personally appeared Rutherford C. Harris, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that, being informed of the contents thereof, (s) he executed the same voluntarily on the date same bears date.

WITNESS my hand and seal

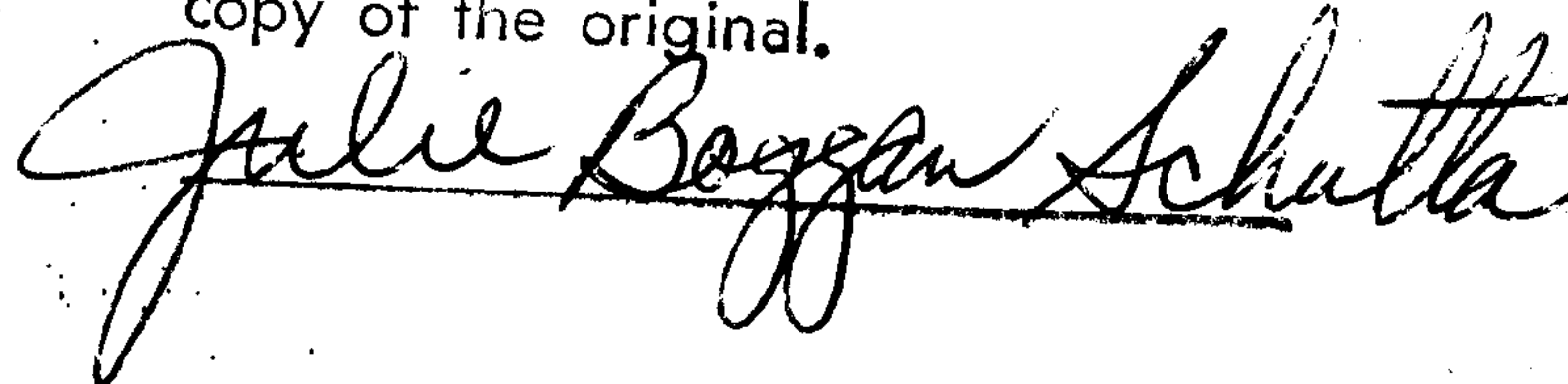
  
Signature NOTARY PUBLIC  


My commission expires

  
20061204000585380 2/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
12/04/2006 09:05:20AM FILED/CERT

This instrument prepared by:  
Patrick F. Smith  
Law Office of Patrick F. Smith, LLC  
PO Box 190224  
Birmingham, AL 35219


Certified to be a true and correct  
copy of the original.



## EXHIBIT A

Lot 2708, according to the Survey of Highland Lakes, 27th Sector, as Eddleman Community, as recorded in Map Book 32, Page 20, in the Probate Office of 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 Instrument # 1996-17543 and further amended in Instrument #1999-31095, in the Probate Office of Shelby County, Alabama and the Declaration of Declaration of Covenants. Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 27th Sector, recorded as Instrument # 20031010000683520 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto is hereinafter collectively referred to as the "Declaration")

  
20061204000585380 3/3 \$17.00  
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