

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

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

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.** We, Thomas C. Stapleton and Joan B. Stapleton, as principals ("Principals"), residents of the State and County noted below, have made, constituted and by these presents to make, constitute and appoint, Maureen Small as our true and lawful agent and attorney-in-fact ("Agent") to do and perform any and all acts, to take any actions and execute any documents in connection with the purchase of the property for no more than Two Hundred Thirty-Five Thousand Five Hundred and no/100 dollars (\$235,500.00) described as:

Lot 36, according to the Amended and Corrected Map of Eagle Trace, Phase 1, as recorded in Map Book 29, Page 142, in the Office of the Judge of Probate of Shelby County, Alabama.

also known as:

701 Talon Cove; Birmingham, AL 35242

including signing a promissory note and mortgage encumbering said property not to exceed One Hundred Seventy-Five Thousand Five Hundred and no/100 dollars (\$175,500.00), as we may do in our own stead. This Power of Attorney shall be valid and of full force and effect for thirty (30) days from the date of execution of this Power of Attorney.

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 purchase of the above referenced property and financing of said property not to exceed One Hundred Seventy-Five Thousand Five Hundred and no/100 dollars (\$175,500.00).

The financing terms for this transaction are as follows:

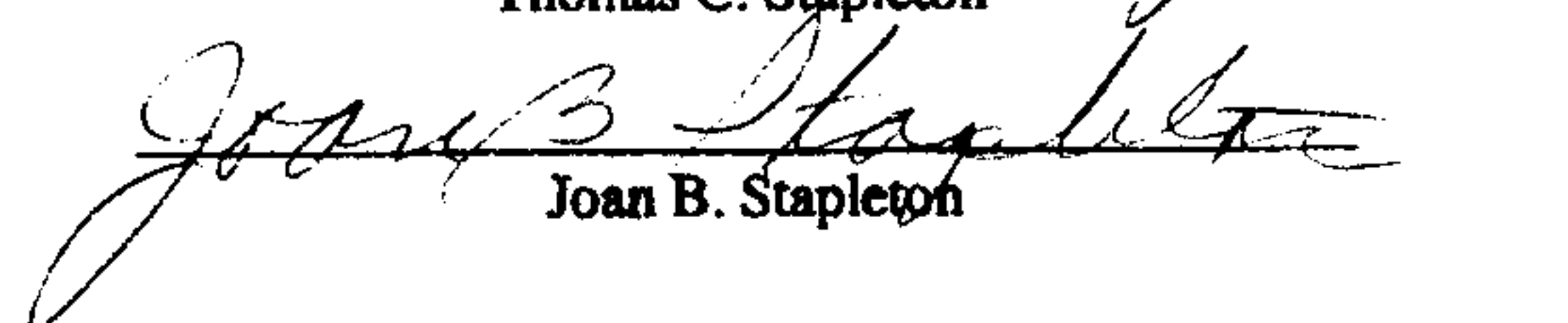
The loan amount of \$175,500.00 is borrowed at an interest rate of 4.75% for a 30 year term through a conventional first mortgage from Mortgage America, Inc. with loan number 35659037642.

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

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

Dated this the 9 day of December, 2009.

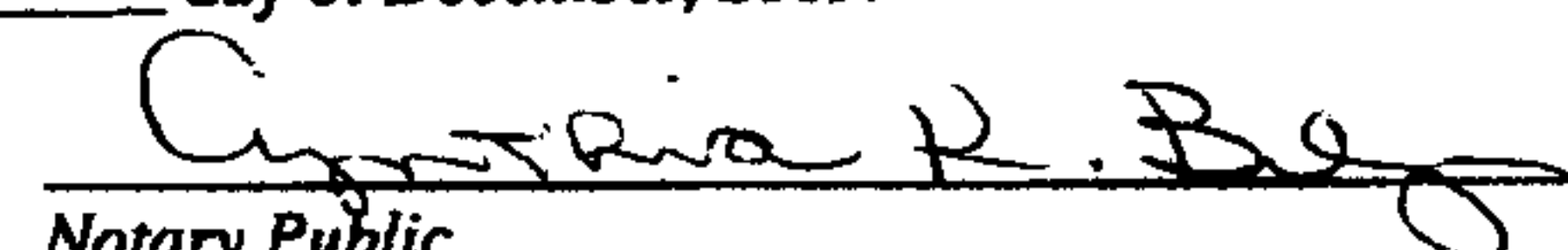
PRINCIPALS:


Thomas C. Stapleton

Joan B. Stapleton

STATE OF Ky)
Rever COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Thomas C. Stapleton and Joan B. Stapleton whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the limited power of attorney they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of December, 2009.


Notary Public
My commission expires: 3-11-10