


STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY     )

  
20100120000018130 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
01/20/2010 09:57:12 AM FILED/CERT

## **GENERAL POWER OF ATTORNEY**

I, Thomas D. Pinion, the undersigned, date of birth February 11, 1934, of Helena, Alabama do now make, constitute and appoint my wife, Martha Jane Pinion, also of Helena, Alabama, my true and lawful attorney-in-fact, in my name, place and stead, on my behalf, and for my use and benefit:

A. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, including medical decisions and matters of my health, or may subsequently acquire the legal right, power or capacity to exercise or perform, in connection with, arising from or relating to any person, item, transaction, business, real or personal property, tangible or intangible thing or any matter whatsoever;

B. To request, ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, documents of title, chooses in action, real and personal property, and intangible and tangible rights and demands, liquidated or unliquidated, as now are, or shall subsequently become, owned by, or due, owing, payable or belonging to, me, or in which I have or may subsequently acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures and writs in my name for their collection and recovery, and to adjust, sell, compromise and agree for them, and to make, execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts or other sufficient discharges for them;

C. To lease, purchase, exchange and acquire, and to agree, bargain and contract for the lease, purchase, exchange and acquisition of, and to accept, take, receive and possess any real or personal property, tangible or intangible rights or interests, on such terms and conditions, and under such covenants, as attorney-in-fact shall deem proper;

D. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust and hypothecate, and in any way or manner deal with any part of any real or personal property, tangible or intangible rights or interests, that I now own or may subsequently acquire, in my behalf, and in my name and under such terms and conditions, and under such covenants, as attorney-in-fact shall deem proper;

E. To conduct, engage in and transact any and all lawful business of whatever nature or kind, on my behalf, and in my name;

F. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts,



withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers granted.

I grant to my attorney-in-fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any of the rights and powers granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution, revocation, ratifying and confirming all that attorney-in-fact, or a substitute or substitutes, shall lawfully do or cause to be done by virtue of this **power of attorney** and the rights and powers granted.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts or powers is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to attorney-in-fact. \*\*

**This Power of Attorney shall not be affected by disability, incompetency, or in the incapacity of the principal.**

The rights, powers, and authority of attorney-in-fact granted shall commence and be in full force and effect on the date of execution. Such rights, powers and authority shall remain in full force and effect until it is specifically revoked in writing, by the undersigned.

Date:

8/26/09

Thomas D. Pinion



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STATE OF ALABAMA)  
JEFFERSON COUNTY)

Sworn and subscribed before me on this 26 day of August, 2009.

Notary for copy:

Jared Miller

*[Signature]* 9/11/2009

MY COMMISSION EXPIRES FEBRUARY 22, 2012

*[Signature]*


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

\*\*Exhibit "A" has been attached for the purpose of satisfying requirements set forth by parties to a particular transaction and shall in no way limit those rights, authorities and powers prescribed herein.

**Exhibit "A"**

  
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**DURABLE POWER OF ATTORNEY  
(TRANSACTION SPECIFIC AND LIMITED)**

**Without limiting the rights, powers and authority set forth by the General Power of Attorney executed August 26, 2009**, be it known that **Martha Jane Pinion**, as the true and lawful agent and attorney-in-fact of **Thomas D. Pinion**, does hereby have full authority to do and perform any and all acts, to take any actions and execute any documents in connection with the refinance and mortgaging of the property described as:

**Lot 4-B, according to a Resurvey of Lot 3A, of a Resurvey of Lots 2 and 3 and 4 of Cahaba River Gateways Subdivision, as recorded in Map Book 32, Page 57, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Said property having the mailing address: 115 Overlook Terrace, Helena, AL 35080**

on behalf of Thomas D. Pinion.

Said attorney-in-fact is authorized to mortgage in favor of Fairway Independent Mortgage Corporation, (771 Lois Drive, Sun Prairie, WI 53590), their successors and/or their assignees, as their interests may appear, certain real property located at **115 Overlook Terrace, Helena, AL 35080**, a time and place to be determined by the parties associated with the transaction. Said mortgage secures a 30-year Fixed Rate Loan with a principal amount of \$196,000 and an interest rate of 4.875%.

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 therefore, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary and desirable.

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.

This Specific and Limited Durable Power of Attorney shall become effective December 29, 2009, and shall be valid and of full force and effect for thirty (30) days from said date, yet at no time shall this Exhibit "A" which is intended to be transaction specific, limit the rights, authority and powers granted by the underlying General Power of Attorney and/or the laws of the State of Alabama.

End of Exhibit "A".