## DURABLE POWER OF ATTORNEY

20100310000251620 1/4
Bk: LR201002 Pg:19742
Jefferson County, Alabama
Jertify this instrument filed of 03/10/2010 03:39:55 PM POA
Judge of Probate- Alan L. King

## STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that I, Willie Mae Logan, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint my husband, William Lester Logan, of Birmingham, Alabama, as my true and lawful Agent or Attorney in Fact ("Agent"), to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

- 1. To forgive, request, demand, sue for, recover, elect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts or other sufficient discharges for the same.
- 2. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quitclaim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, and to execute and deliver for me, on my behalf, and in my name, all leases, deeds of conveyance, mortgages, pledges, instruments of transfer and contracts for the same, and no person dealing with Agent shall be bound to see to the application of any moneys paid.
- 3. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.
- 4. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trust, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries.
- 5. To make, accept, receive and endorse checks and drafts, deposit and withdraw funds, acquire, renew and redeem certificates of deposit, in banks, savings and loan associations or other institutions, execute or release such deeds,

deeds of trust, mortgages or other security agreements, as may be necessary or proper in the exercise of the rights and powers herein granted.

- 6. To pay any and all indebtednesses of mine in such manner and at such times as Agent may deem appropriate.
- 7. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.
- 8. To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options.
- 9. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.
- 10. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safety deposit box, and any institution in which such safety deposit box may be located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power.
- 11. To execute any and all contracts, instruments, documents or writings of every kind or nature.

As used herein, the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

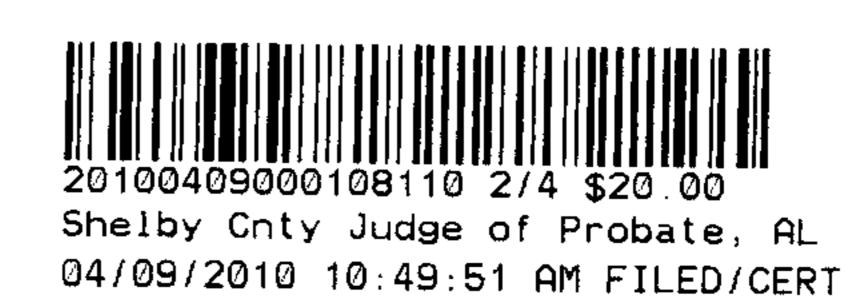
All conveyances, papers, instruments, documents or writings executed in my name and behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to such Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or documents 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 or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by 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 any liability to me or my estate as a result of permitting Agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

Notwithstanding any provision herein to the contrary, (i) Agent shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of any Agent, and (b) any trust created by Agent as to which I am a trustee, and (ii) no Agent other than my spouse shall satisfy any legal obligation of Agent out of any property subject to this Power of



Attorney, nor may any Agent other than my spouse exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.

Upon the death of William Lester Logan, or in the event he shall not be living at the time he would be entitled to serve as my Agent, or if for any reason he should fail or cease to serve as my Agent, then I do hereby make, constitute and appoint my nephew, Thomas Bryan Seale, my true and lawful successor Agent, such successor Agent to have and possess any powers, authority, rights and privileges herein provided for my first named Agent. Upon the death of Thomas Bryan Seale, or in the event he shall not be living at the time he would be entitled to serve as my Agent, or if for any reason he should fail or cease to serve as my Agent, then I do hereby make, constitute and appoint Nella Seale my true and lawful successor Agent, she to have and possess any powers, authority, rights and privileges herein provided for my first named Agent. I hereby declare that any act or thing done hereunder by my first named Agent or my successor Agent shall be binding on myself, and my heirs, legal and personal representatives and assigns.

The resignation of William Lester Logan, as Agent, may be evidenced by a writing delivered by him to my successor Agent. The incapacity of any Agent may be determined by a written statement of such Agent's personal physician delivered to any surviving Agent.

If, following the execution of this Durable Power of Attorney, a court of competent jurisdiction shall appoint a guardian, curator, conservator or other fiduciary charged with the management of all or any portion of my property or my person, then and in such event, I hereby direct that William Lester Logan be nominated, designated and appointed by such court as my guardian, curator, conservator or fiduciary in such proceeding. Upon the death of William Lester Logan, or in the event he shall not be living at the time he would be entitled to such appointment by such Court, or if for any reason he should fail or cease to serve as such court-appointed fiduciary, then I hereby direct that Thomas Bryan Seale be nominated, designated and appointed by such court as my said fiduciary in such proceeding. Upon the death of Thomas Bryant Seale, or in the event he shall not be living at the time he would be entitled to such appointment by such Court, or if for any reason he should fail or cease to serve as such court-appointed fiduciary, then I hereby direct that Nella Seale be nominated, designated and appointed by such Court as my said fiduciary in such proceeding.

This Power of Attorney shall not be affected by my subsequent disability, incompetency or incapacity. This Power is intended to be a Durable Power of Attorney.

Principal may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent. The guardian of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney hereby expressly revoking any and all Powers of Attorney heretofore executed by me, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Dated at Birmingham, Alabama, on the 27 day of may, 1997.

WILLIE MAE LOGAN

STATE OF ALABAMA COUNTY OF SHELBY

I, a Notary Public in and for said State and County, hereby certify that Willie Mae Logan, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the content of the Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of offi	ice this $\sqrt{7^{\text{pl}}}$ of $M_{\text{all}}$ , 1997.	
	$\left(\begin{array}{c} 1 \\ 1 \\ 1 \end{array}\right)$	SEAL)
	Notary/Public / // // // My Commission expires: 7 / / / 97	
	My Commission expires: 7.15.97	4

THIS INSTRUMENT PREPARED BY:

J. PERRY MORGAN
BLACK & MORGAN, L.L.C.
3432 Independence Drive
Birmingham, Alabama 35209

20100409000108110 4/4 \$20.00 Shelby Cnty Judge of Probate, AL 04/09/2010 10:49:51 AM FILED/CERT

20100310000251620 4/4
Bk: LR201002 Pg:19742
Jefferson County, Alabama
03/10/2010 03:39:55 PM POA
Fee - \$14.00

Total of Fees and Taxes-\$14.00 JCOCKRELL