

STATE OF ALABAMA
COUNTY OF SHELBY

AFFIDAVIT & INDEMNITY AGREEMENT
REGARDING POWER OF ATTORNEY

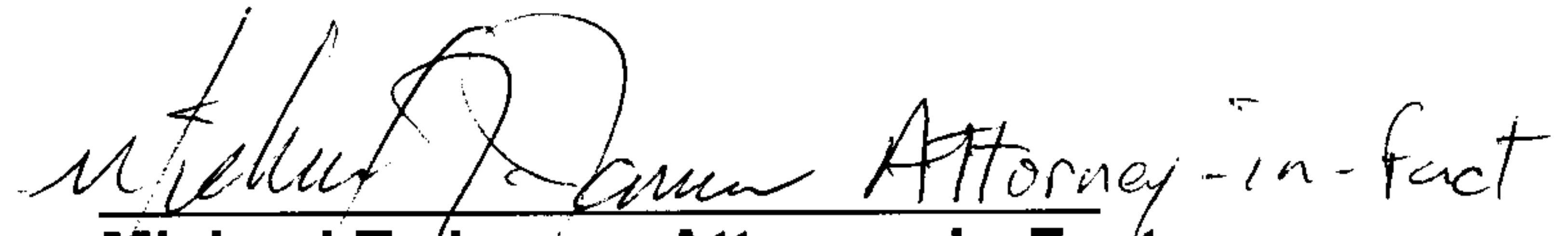
Before me, the undersigned Notary Public, in and for said jurisdiction, personally appeared **Michael T. James**, who having been by me first duly sworn, deposed as follows:

1. My name is **Michael T. James**. I am over the age of twenty-one (21) years and have personal knowledge of the facts stated herein.
2. On June 30, 2010, **Paula W. James** appointed me as attorney-in-fact under Power of Attorney, a true and correct copy of which is attached hereto as Exhibit "A".
3. I have on this day exercised powers granted in the above-referenced Power of Attorney by executing various documents relating to the refinance of the property located in Shelby County, Alabama, and being more particularly described as follows, to-wit:

Lot 99, according to the Amended Map of Greystone Village Phase 1, as recorded in Map Book 20, page 32, in the Probate Office of Shelby County, Alabama.

4. At the time of the execution of the above-mentioned closing documents and exercise of the Power of Attorney I had no actual knowledge of the termination of the power by revocation or the death of **Paula W. James**. I know **Paula W. James** to be still living, competent and I have not been notified since the execution of the Power of Attorney that he/she/they has revoked said power. The affiant herein affirms, under penalty of perjury, that he/she is not using the power of attorney to self-deal in the Principal's property, or to otherwise benefit personally from this refinance of the Principal's real property.
5. I am making this affidavit pursuant to Code of Alabama 1975 Section 26-1-2(e).
6. I, **Michael T. James**, agree to indemnify and hold harmless Land Title Company of Alabama and/or Chicago Title Insurance Company (title company), Closing Attorney Gathel O. Runnels, Jr., and Covenant Bank and/or MortgageAmerica, Inc. (Lender); its successors and/or assigns, from any loss, costs, damage and expense of every kind including attorney's fees, which it/he shall or may suffer resulting from a reliance on the Power of Attorney.

Witness my hand and seal this 6th day of Oct, 2010.


Michael T. James, Attorney-in-Fact

Mortgagee: Covenant Bank
Rate: 4.7500%
Term of Loan: 30 Years
Type of Loan: Conventional Fixed Rate Uninsured
Loan Amount: \$216,417.00

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Michael T. James** whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act, on the day the same bears date.

Given under my hand and official seal this 6th day of Oct, 2010.

GATHEL O. RUNNELS, JR.
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 27, 2013

(SEAL)


Notary Public



20101014000342940 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/14/2010 02:00:13 PM FILED/CERT

SPECIAL POWER OF ATTORNEY

PREAMBLE: This is a military Power of Attorney prepared pursuant to Title 10, United States Code, Section 1044b, and executed by a person authorized to receive legal assistance from the military service. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS BY THESE PRESENTS:

That I, Paula W. James, of the State of Alabama, a member of the United States Armed Forces, currently at Camp Arifjan, Kuwait, pursuant to Military Orders, do hereby appoint MICHAEL T. JAMES, of Birmingham, Alabama, my true and lawful attorney-in-fact to do the following in my name and in my behalf:

To do any and all acts necessary or appropriate to encumber my real property by giving up a first, second or other mortgage on my property, or to give up a note in exchange for refinancing said property, or in any other way to encumber said property in exchange for a refinancing agreement, said property being located at 524 Saint Lauren Way, Birmingham, Alabama 35242, and to sign, seal, execute, and deliver any and all deeds, contracts, or other documents necessary to carry out the foregoing. Furthermore, I explicitly authorize my attorney-in-fact to utilize any entitlement that may be forthcoming from the Veterans Administration based upon my status as a member of the Armed Forces.

Giving and granting individually unto said attorney full power and authority to do and perform all and any act, deed, matter and thing whatsoever in and about any of the specified particulars mentioned in the paragraph immediately above, as fully and effectually to all intents and purposes as I might and could do in my own person if personally present; and in addition thereto, I do hereby ratify and confirm each of the acts of my aforesaid attorney lawfully done pursuant to the authority herein above conferred.

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, 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 become effective when I sign and execute it below. Further, unless sooner revoked or terminated by me, this Power of Attorney shall become NULL and VOID on December 31, 2010.

I HEREBY RATIFY ALL THAT MY ATTORNEY SHALL LAWFULLY DO OR CAUSE TO BE DONE BY THIS DOCUMENT.

All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my attorney and the designation "attorney-in-fact."

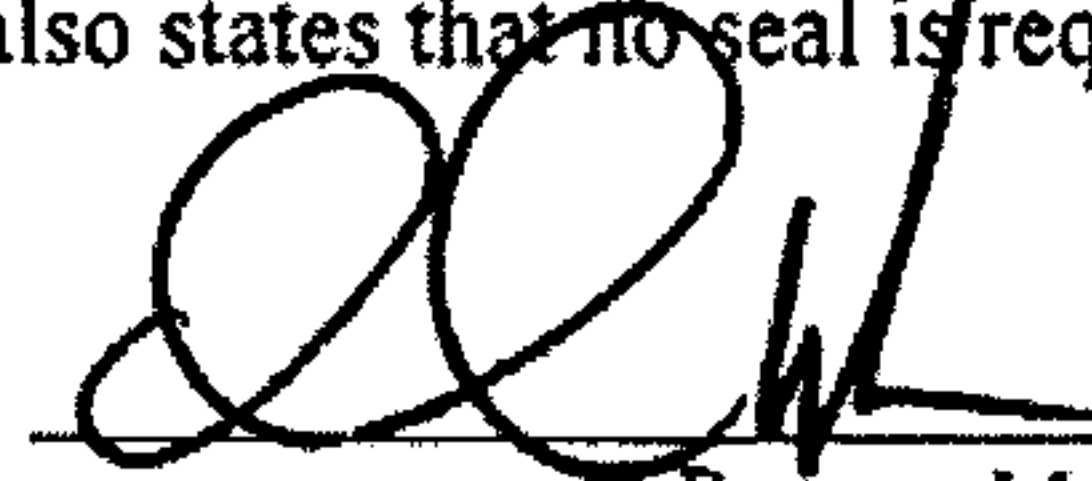


IN WITNESS WHEREOF, I sign, seal, declare, publish, make and constitute this as and for my Power of Attorney in the presence of the Notary Public witnessing it at my request this date, June 30, 2010.


Paula W. James

WITH THE ARMED FORCES OF THE UNITED STATES
at Camp Arifjan, Kuwait

Subscribed, sworn to and acknowledged before me by Paula W. James, who is known to me to be a member of the Armed Forces of the United States serving on Active Duty, on June 30, 2010. This acknowledgment is executed in my official capacity under the authority granted by Title 10, United States Code, Section 1044a, which also states that no seal is required on this acknowledgment.


Ramon Madera
YA-02
Paralegal Specialist UP AR 27-55, para 2-2a(5)

Indefinite per 10 USC 1044a

