

STATE OF ALABAMA     )  
                                      )  
COUNTY OF ST. CLAIR    )

**DURABLE SPECIFIC POWER OF ATTORNEY**

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KNOW ALL MEN BY THESE PRESENTS: That I, **HUGH BAILEY**, a resident of the County of Shelby, 4102 Kenley Way Birmingham, Alabama, have this day constituted and appointed, and do by these presents constitute and appoint my wife, **KIMBERLY MAXSON BAILEY**, whose current address 4102 Kenley Way Birmingham, Alabama, as my true and lawful attorney, to act for me and in my name, and to **KIMBERLY MAXSON BAILEY**, giving and granting unto my said attorney full power and authority to do all lawful acts necessary and proper to complete the purchase and/or financing of real property on my behalf, to execute, acknowledge and deliver all contracts, deeds, leases, mortgages, transfers to trusts, title certificates, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, and any other agreements, writings and instruments of any nature affecting real or personal property, as my attorney-in-fact may deem necessary or appropriate on the following property address:       **2031 RIVER BIRCH WAY**

**BIRMINGHAM, AL 35242**

I hereby authorize my agent to do all acts necessary and execute all documents necessary to obtain financing and barrow money on my behalf and to pledge the Property as security on my behalf for the following purposes: (YOU MUST CROSS OUT ALL POWERS YOU WISH TO WITHHOLD FROM YOUR AGENT)

*Purchase the Property*

*Refinancing to pay off existing liens on the Property*

*Improve, alter or repair the Property*

*Establish a line of credit with the equity in the Property*

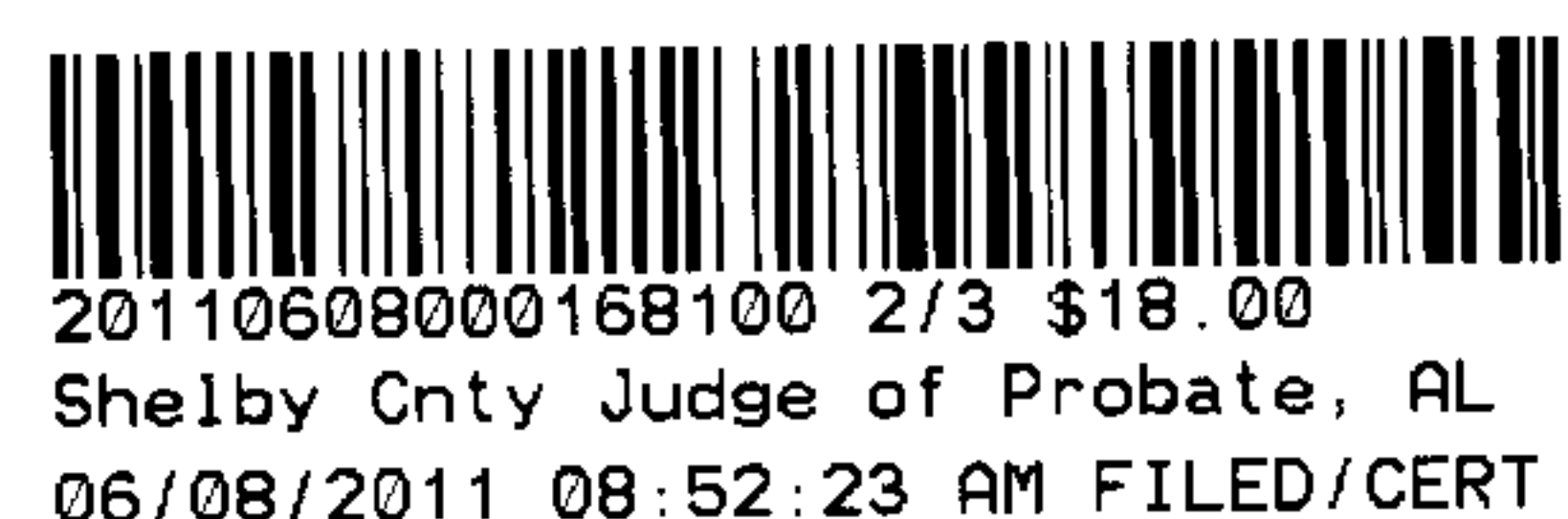
*Withdraw cash equity from the Property*

I hereby authorize my agent to sign all documents necessary to consummate the loan on my behalf, including but not limited to the execution, acknowledgement and delivery of all contracts, applications for credit, deeds, notes, deeds of trust, mortgages, settlement statements, Truth-in-Lending Act forms, Real Estate Settlement Procedures Act forms, any affidavits including but not limited to those relating to Fannie Mae, Freddie Mac, private investor, private mortgage insurance, title insurance, to receive federal, state, and investor required disclosures on my behalf, and any and all other documents or amendments thereto necessary to the purchase and/or encumbrance of the Property as fully and largely as I might or could do if acting personally.

**VA Loans Only:** In the event my agent applies for a loan on my behalf that is guaranteed by the Department of Veterans Affairs:

1. All of a portion of my entitlement may be used
2. If this is a purchase transaction, the price of the Property is \$ 265,000.00.
3. The amount of the loan to be secured by the property is \$ 270,697.00 (including VA Funding Fee in amount if financed) at an initial rate of annual interest not to exceed 4.625% payable in monthly payments of approximately \$ 1391.76 (P & I) each over 360 months.
4. I intend to use and occupy the Property as my home.
5. This specific power of attorney shall automatically expire 60 days from the date of this document unless revoked by my written revocation prior to said date.
6. I further authorize my Agent to execute any forms required by the Veterans Administration including but not limited to VA forms 1802, 1876, 1820, 1859 and any and all other documents or amendments thereto necessary to utilize my eligibility for VA Guaranty.

This Power of Attorney is effective immediately and revokes and previous powers of attorney granted by me relating to the Property only. Any third party who receives a copy of this Power Attorney may

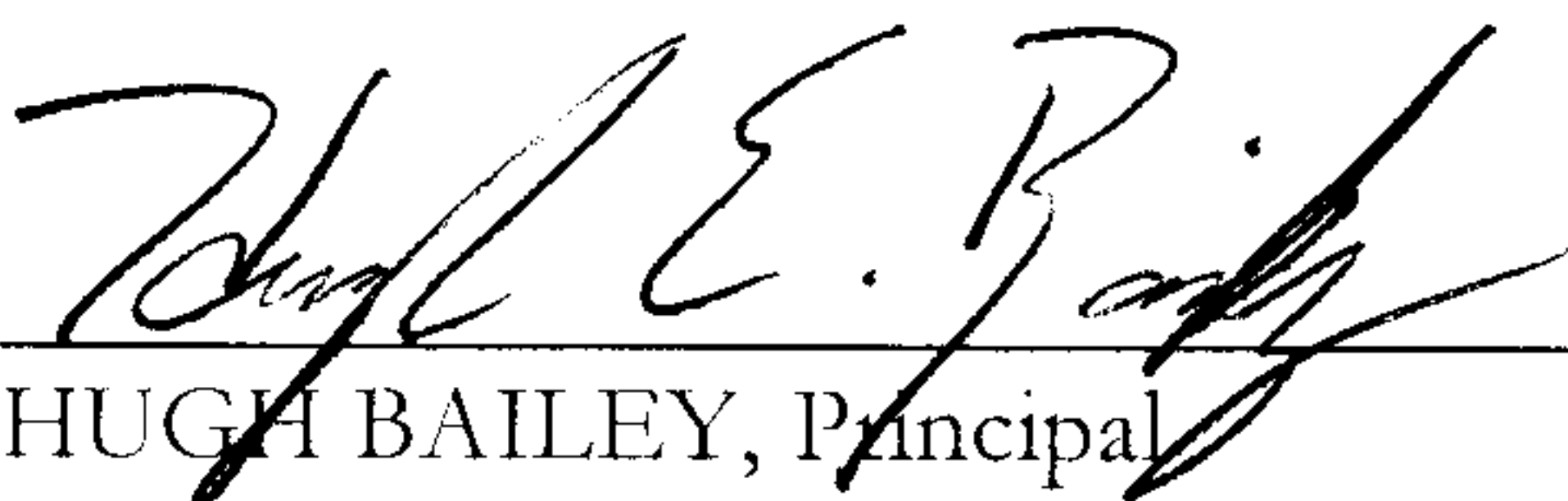


act under it. Revocation of this Power of Attorney is not effective as a third party until the third party has actual knowledge of revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

This Power of Attorney shall continue and remain in effect regardless of any incapacity or disability I may hereafter suffer.

I hear by ratify, confirm and declare that any act or thing lawfully done hereunder by my agent shall be binding on myself and my heirs, legal and personal representatives, and assigns.

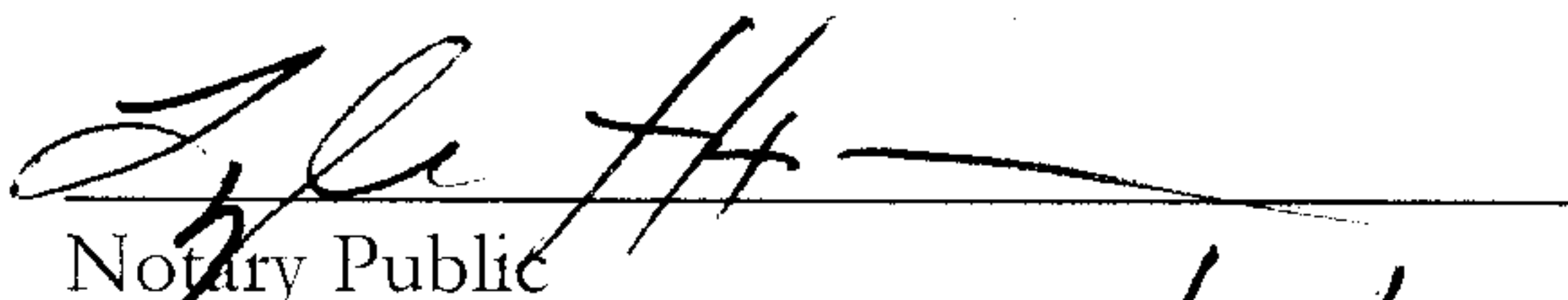
Witness my hand and seal, this 17 day of April, 2011.

 (L.S.)  
HUGH BAILEY, Principal

**STATE OF ALABAMA /COUNTY OF ST. CLAIR:**


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **HUGH BAILEY**, whose name is signed to the foregoing LIMITED POWER OF ATTORNEY, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he voluntarily executed the same on the day the same bears date.

Given under my hand and official seal, this the 17 day of April, 2011.

  
Notary Public  
My Commission Expires: 10/23/11

This Instrument Prepared By:

HARMON FURR, LLC  
*Attorneys at Law*  
614 Martin Street North  
Pell City, Alabama 35125  
(205)-338-2295

  
20110608000168100 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/08/2011 08:52:23 AM FILED/CERT

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