

20121205000464250 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/05/2012 09:13:57 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

DURABLE POWER OF ATTORNEY
(Specific and Limited)

This power of attorney shall not be affected by disability, incompetency, or incapacity of the principal in accordance with Alabama Code Section 26-1-2 (1975).

1. APPOINTMENT OF ATTORNEY IN FACT. I, SUSAN C. BAYNE, as principal ("Principal"), a resident of the Fort Bend County, TEXAS has made, constituted and by these presents do make, constitute and appoint SCOTT M. BAYNE, as my true and lawful agent and attorney-in-fact ("Agent") to do and perform the following:

To do any and all acts, to take any actions and execute any documents in connection with the purchase of, and the execution of mortgage and/or loan documents in connection with my making any promissory note or mortgage, in connection with the purchase of the real property located at 1025 Highland Lake Trace, Birmingham, Alabama 35242, said property being more particularly known as follows, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

And without limitation, to do any and all acts, to take any actions and execute any documents in connection with the execution of any settlement statement, application, promissory note, mortgage, deed of trust, affidavit, undertaking, assurance or other documents deemed necessary or required by any bank, mortgage company, credit union, individual or other lender providing mortgage funding to either of us in connection with said purchase, (hereinafter referred to as the "Mortgage Company) or by any title insurance insurer providing any policy of title insurance to the Mortgage Company in connection with said purchase. This Power of Attorney shall be valid and of full force and effect for one hundred eighty (180) days from the date of execution.

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.



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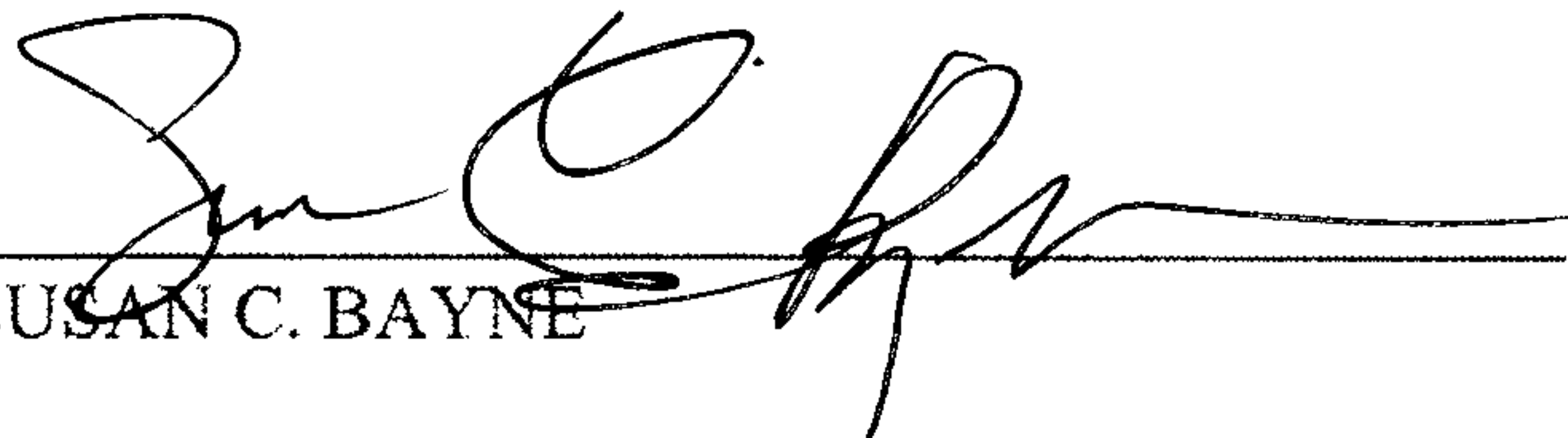
4. LIMIT ON AGENT'S AUTHORITY. The authority of the Agent is specific and limited to the matters set forth herein above in connection with the purchase of that certain real property set forth herein above and more particularly described on Exhibit "A" attached hereto.

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

6. THIS POWER OF ATTORNEY shall not be affected by my disability, incompetency or incapacity. It is intended that this power of attorney is to become effective immediately upon execution and shall continue in effect during and subsequent to my disability, incompetency or incapacity.

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

Dated: 10-2-12

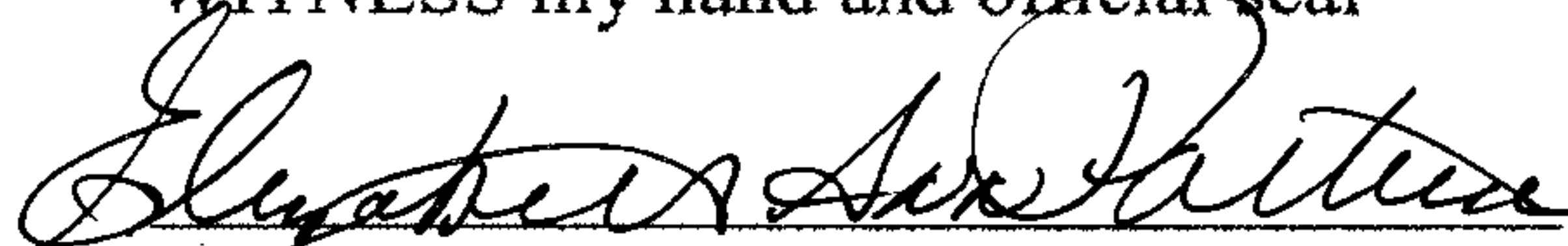


SUSAN C. BAYNE

STATE OF Alabama)
COUNTY OF Shelby)

On October 2, 2012 before me, the undersigned Notary Public, in and for said County and State, personally appeared SUSAN C. BAYNE, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that, being informed of the contents thereof, (s)he executed the same voluntarily on the date same bears date.

WITNESS my hand and official seal



Signature NOTARY PUBLIC

My commission expires: 10-10-2015

This instrument prepared by:
Sandy F. Johnson
Attorney at Law
3170 Highway 31 South
Pelham, Alabama 35124

EXHIBIT "A"


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Lot 530, according to the Map of Highland Lakes, 5th Sector, Phase II, an Edleman Community, as recorded in Map Book 19, Page 3 A & B, in the Probate Office of Shelby County, Alabama. Together with nonexclusive easement to use the private roadways. Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 5th Sector, Phase II, recorded as Instrument #1994-31018 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Subject to taxes, restrictions, rights-of-way, exceptions, conditions and easements of record.