

STATE OF ALABAMA)

COUNTY OF SHELBY)


20130206000051750 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/06/2013 09:23:06 AM FILED/CERT

DURABLE POWER OF ATTORNEY

1. **Appointment of Attorney-in-Fact.** I, **MARY POLLY GRAHAM**, as principal ("Principal"), a resident of the State of Alabama, have made, constituted, appointed and by these presents do make, constitute and appoint **my son, EMRIS H. GRAHAM, JR.**, as my true and lawful agent or attorney-in-fact ("Agent"). My Agent is empowered to act for me and on my behalf and shall 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 sums of money, debts due, 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, 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, deed, 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 no person dealing with Agent shall be bound to see to the application of any monies paid.

(3) To take, hold, possess, invest or otherwise manage any or all of the property or any interest therein; to effect, 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 without option to renew, to collect and receive any 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 interest in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interest in limited partnership(s), real estate whether or not productive at the time of the 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.

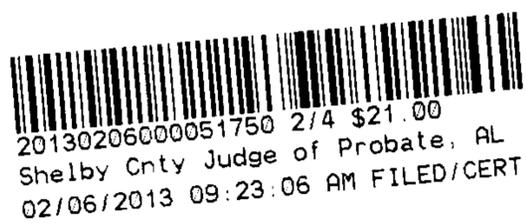
(5) To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loan associations or other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

(6) To pay any and all indebtedness of mine in such manner and at such items as my 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 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 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 my Agent to exercise this power.

(11) To execute any and all contracts of every kind or nature. As used herein, the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

2. **Execution and Delivery.** The execution and delivery by Agent of any 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 or 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 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 liability to me or my estate as a result of permitting Agent to exercise any power.

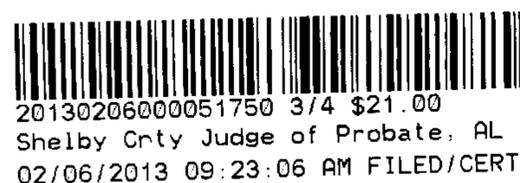
4. **Agent's Compensation.** Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney.

5. **Durability of Agent's Authority.** This Power of Attorney shall not be affected by disability, incompetency, or incapacity of the Principal.

6. **Nomination of Guardian/Conservator.** In the event that it becomes necessary for any court to appoint a guardian for me or a conservator for my estate, I hereby nominate EMRIS H. GRAHAM, JR. to serve in such capacity.

7. **Revocation.** Principal may revoke this Durable Power of Attorney at any time by written instrument delivered unto Agent. The guardian or conservator of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, I as Principal, have executed this Durable Power of Attorney, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.



DATED this the 22 day of January, 2001.

PRINCIPAL:

Mary P Graham

MARY POLLY GRAHAM

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

Given under my hand and seal this the 22 day of January, 2001.

Joy Marshall

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES
AUGUST 26, 2002.

This instrument prepared by:
Allison, May, & Kimbrough
Lindsey Allison
1300 Corporate Drive Sute 200
Birmingham, AL 35242

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