

prepared by William D. Latham
P.O. Drawer 1319, Clanton, AL 35046

3919 Chelsea Rd
Columbiana, AL
35051

20130214000065300 1/24 \$82.00
Shelby Cnty Judge of Probate, AL
02/14/2013 03:25:35 PM FILED/CERT

THIS SPACE IS FOR RECORDING DATA ONLY

WARRANTY DEED

STATE OF ALABAMA-Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT IN CONSIDERATION OF Twenty One Thousand Five Hundred Thirty Dollars and execution of purchase money mortgage in the amount of One Hundred Thousand Dollars to the undersigned grantor, Alice Trice, by Randy Trice her attorney in fact, in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Robert Trice and wife, Patricia Trice (herein referred to as grantee, whether one or more), jointly for life with the remainder to the survivor, the following described real estate situated in Shelby County, Alabama:

A lot or parcel of land being more particularly described as follows: A lot or parcel of land in the SW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, being more particularly described as follows: Begin at the point of intersection of the E right of way line of U. S. Highway 31 and the N right of way line of Shelby County Road NO. 213 and from said point as the point of beginning run thence Easterly along the N right of way of Shelby County Highway No. 213 a distance of 205.64 feet to a point; from said point turn an angle to the left of 100 degrees 50 minutes 58 seconds and run thence 228.26 feet to a point; from said point turn an angle to the left of 94 degrees 02 minutes 02 seconds and run thence 200 feet to a point on the E margin of U. S. Highway 31; from said point run thence Southerly along the margin of U. S. Highway 31 a distance of 180.82 feet to the point of beginning. Said parcel containing .94 acre, more or less.

Also:

A lot or parcel of land lying and being in the SW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama containing .92 acre, more or less, and being more particularly described as follows: Begin at a point where the E margin of U. S. Highway No. 31 and the N margin of Shelby County Highway No. 213 intersect and from said point run thence Northerly along the E margin of U. S. Highway 31 a distance of 180.52 feet to the point of beginning of the parcel herein described; from the point of beginning thus established turn an angle to the right of 84 degrees 54 minutes 00 seconds and run a distance of 200 feet to a point; from said point turn an angle to the left of 94 degrees 02 minutes 02 seconds and run a distance of 201.04 feet to a point; from said point turn an angle to the left of 84 degrees 02 minutes 02 seconds and run thence 196.08 feet to a point on the Eastern margin of U. S. Highway 31; from said point run thence Southerly along the E margin of U. S. Highway 31 a distance of 203.96 feet, more or less, to the point of beginning.

**Legal Description
provided by
Grantor/Grantee**

The preparer of this document has not
examined title to the property described herein
and makes no certification as to title.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns, jointly for life with the remainder to the survivor.

And, I(we) do for myself(ourselves) and for my(our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we) have a good right to sell and convey the same as aforesaid; that they are free from all encumbrances, unless otherwise stated above, that I(we) will, and my(our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns, forever, against the lawful claims of all persons.

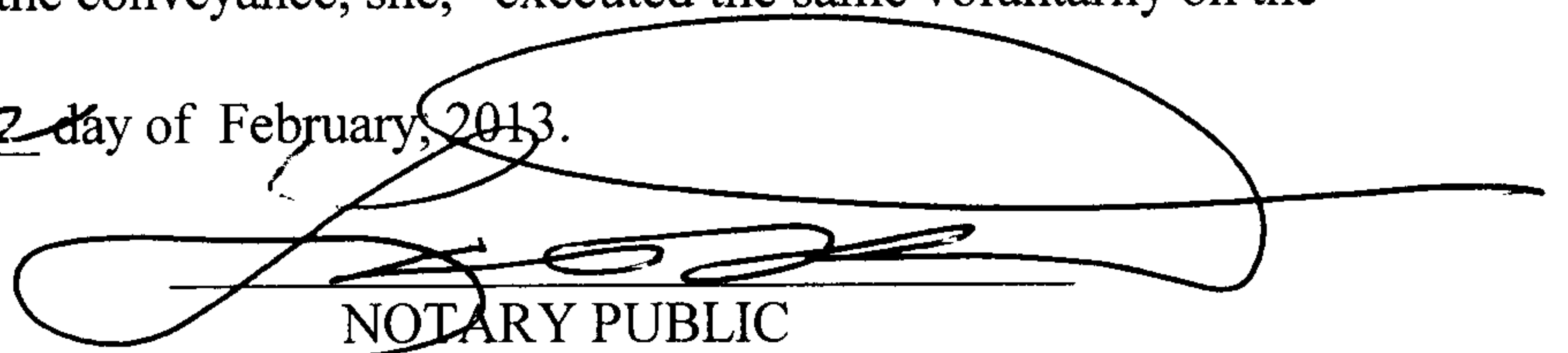
IN WITNESS WHEREOF I (we) have hereunto set my (our) hand(s) and seal(s) this 12 day of February, 2013.


Alice Trice by Randy Trice by
Alice Trice, by Randy Trice by
Her attorney in fact

STATE OF Alabama
Chilton County

I, the undersigned, hereby certify that Alice Trice, by Randy Trice, attorney in fact, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12 day of February, 2013.


NOTARY PUBLIC


20130214000065300 2/24 \$82.00
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Purchase money mtg 100,000 Cash 21,530

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Alice Trice
Mailing Address 6419 Hwy 31
Colona, AL 35040

Grantee's Name Robert Trice
Mailing Address 3969 Chelsea Rd
Columbiana, AL 35051

Property Address _____

Date of Sale 2-12-13
Total Purchase Price \$ 121,530

or
Actual Value \$ _____

or
Assessor's Market Value \$ 121,530.



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The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☒ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other _____

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 2/14/13

Print Patricia Trice

☒ Unattested


(Signature)
(verified by)

Sign Patricia Trice

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

Principal's Initials A.F.T.


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IMPORTANT INFORMATION

THIS IS AN IMPORTANT LEGAL DOCUMENT, BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD BE AWARE OF THESE IMPORTANT FACTS:

This durable power of attorney authorizes another person, your agent or agents, to make decisions concerning your property for you the principal. Your agent will be able to make decisions and act with respect to your property, including your money, whether or not you are able to act for yourself. The meaning of the authority over subjects listed on and in this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

This durable power of attorney does not authorize the agent to make health care decisions for you unless indicated. Such powers are governed by other applicable law, including, the Alabama Natural Death Act, Chapter 8A, Title 22, Code of Alabama 1975, and all powers must relate and comply with said Acts.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in this document.

This document provides for designation of one agent. If you wish to name more than one agent you may name a co-agent. Co-agents are not required to act together unless you include that requirement in this document.

If your agent is unable or unwilling to act for you, your durable power of attorney will end unless you have named a successor or alternate agent. You may also name a second successor or alternate agent.

This power of attorney becomes effective immediately unless you state


Principal's Initials AF, T

otherwise or have specified a condition precedent.

STATE OF ALABAMA *

*

JEFFERSON COUNTY *


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DURABLE POWER OF ATTORNEY

DESIGNATION OF AGENT AND/OR SUCCESSOR AGENT

KNOW ALL MEN BY THESE PRESENTS, I, ALICE FAYE TRICE, as "Principal", a resident of the State and County aforesaid, have made, constituted, appointed and by these presents do make constitute, appoint and hereby name the following person as my "Agent" or "Attorney-In-Fact", my beloved nephew, RANDY LEON TRICE, currently residing at 6419 Highway 31, Calera, Alabama 35040 with a current telephone number of () . If my agent is unable due to a failure to qualify, die, resign, become incompetent, or is unwilling to act for me, I name as my successor Agent, my beloved niece, JANICE WALTON, currently residing at 51 Shirey Lane, Calera, Alabama 35040 with a current telephone number of () .

GRANT OF GENERAL AUTHORITY

I grant my Agent and/or Successor Agent general authority to act for me and 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 proper person, if personally present, with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama, 1975. Unless this durable power of attorney otherwise provides, language in a durable power of attorney granting general authority authorizes the Agent or Attorney-in-Fact to perform the following by subject area:

Real Property as defined in Section 26-1A-204:

(1) demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in property or a right incident to real property;

(2) sell; exchange convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other

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governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

(3) pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of a payment of a debt of the Principal or a debt guaranteed by the Principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sales contract, encumbrance, lien, or other claim to real property which exists or is asserted;

(5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:

(A) insuring against liability or casualty or other loss;

(B) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

(C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

(D) purchasing supplies, hiring assistance of labor, and making repairs or alterations to the real property;

(6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

(7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including;

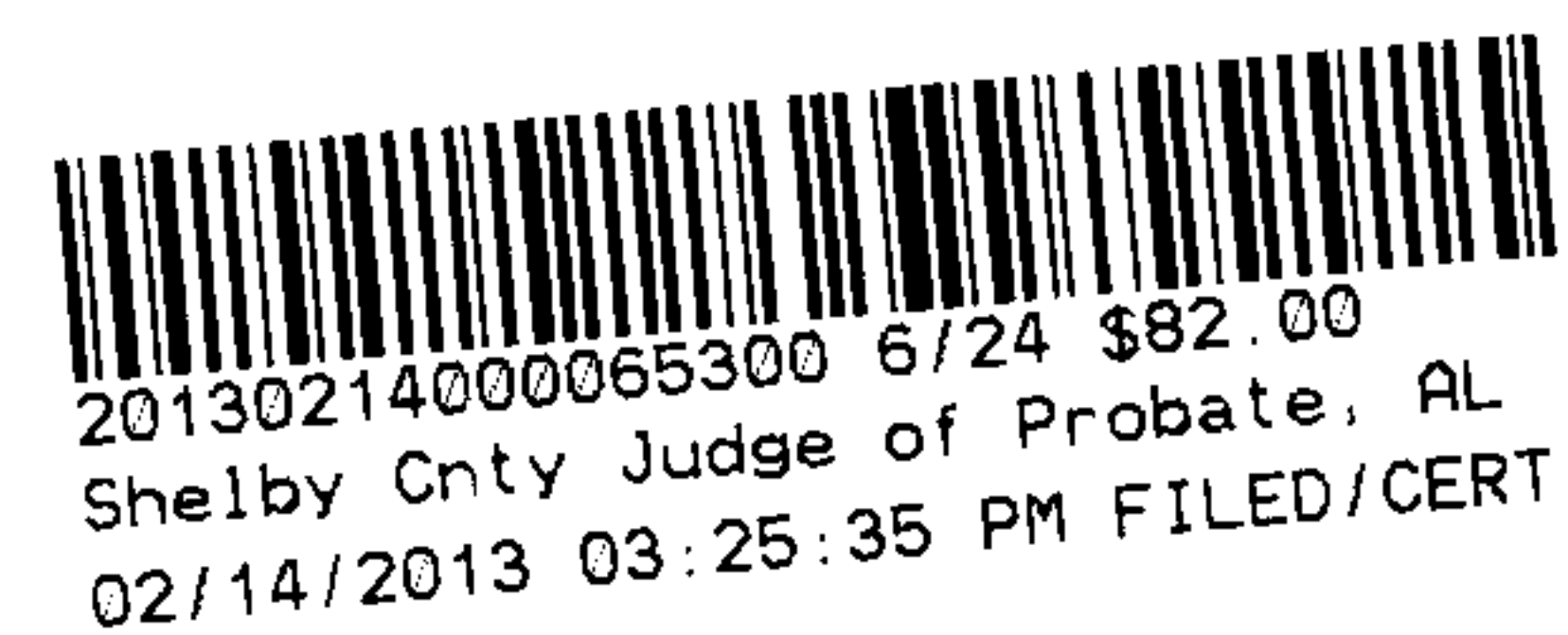
(A) selling or otherwise disposing of them;

(B) exercising or selling an option, right of conversion, or similar right with respect to them; and

(C) exercising any voting rights in person or by proxy;

(8) change the form of title of an interest in or right incident to real property; and

(9) dedicate to public use, with or without consideration, easements or other property in which the principal has, or claims to have, an interest.



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Tangible Personal Property as defined in Section 26-1A-205:

(1) demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

(2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

(3) grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

(4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

(5) manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

- (A) insuring against liability or casualty or loss;
- (B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- (D) moving the property from place to place;
- (E) storing the property for hire or on a gratuitous bailment; and
- (F) using and making repairs, alterations, or improvements to the property; and

(6) change the form of title of an interest in tangible personal property.

Stocks and Bonds as defined in Section 26-1A-206:

(1) buy, sell, and exchange stocks and bonds;

(2) establish, continue, modify or terminate an account with respect to stocks and bonds;

(3) pledge stocks and bonds as security to borrow, pay, renew, or extend the time of

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payment of a debt of the Principal;

(4) receive certificates and other evidences of ownership with respect to stocks and bonds; and

(5) exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Commodities and Options as defined in Section 26-1A-207:

(1) buy, sell, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and

(2) establish, continue, modify, and terminate option accounts.

Banks and Other Financial Institutions as defined in Section 26-1A-208:

(1) continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

(2) establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent or Attorney-in-Fact;

(3) contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

(4) withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;

(5) receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

(6) enter a safe deposit box or vault and withdraw or add to the contents;

(7) borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of a payment of a debt of the Principal or a debt guaranteed by the Principal;

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(8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;

(9) receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

(10) apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

(11) consent to an extension of the time of the payment with respect to commercial paper or a financial transaction with a financial institution.

Operation of Entity or Business as defined in Section 26-1A-209:

(1) operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

(2) perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;

(3) enforce the terms of an ownership agreement;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;

(5) exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;

(6) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

(7) with respect to an entity or business owned solely by the Principal:

(A) continue, modify, renegotiate, extend and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the durable power of attorney;

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(B) determine:

- (i) the location of its operation;
- (ii) the nature and extent of its business;
- (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
- (iv) the amount and types of insurance carried; and
- (v) the mode of engaging, compensating and dealing with its employees and accountants, attorneys, or other advisors;

(C) change the name or form of organization under which the entity is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

(D) demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

(8) put additional capital into an entity or business in which the Principal has an interest;

(9) join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

(10) sell or liquidate all or part of an entity or business;

(11) establish the value of an entity or business under a buy-out agreement to which the Principal is a party;

(12) prepare, sign file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and

(13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines or penalties, with respect to an entity or business, including attempts to recover in any manner permitted by law, money paid before or after the execution of the durable power of attorney.

Insurance and Annuities as defined in Section 26-1A-210:

(1) continue, pay the premium or make a contribution on, modify, exchange, rescind,

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release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;

(2) procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

(3) pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent and/or Attorney-in-Fact;

(4) apply for and receive a loan secured by a contract of insurance or annuity;

(5) surrender and receive the cash surrender value on a contract of insurance or annuity;

(6) exercise an election;

(7) exercise investment powers available under a contract of insurance or annuity;

(8) change the manner of paying premiums on a contract of insurance or annuity;

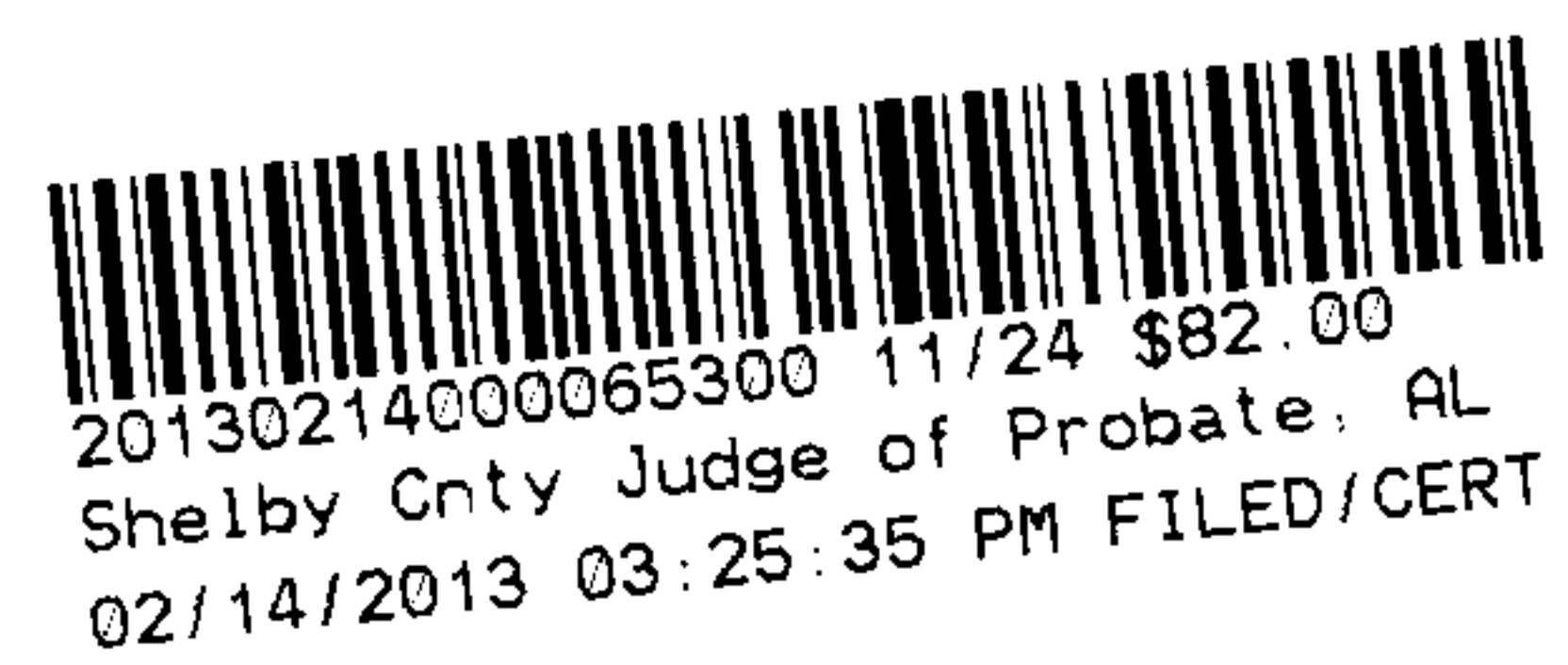
(9) change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;

(10) apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;

(11) collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;

(12) select the form and timing of the payment of proceeds from a contract of insurance or annuity; and

(13) pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.



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Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211:

(a) In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the Principal is, may become, or claims to be, entitled to a share or payment.

(b) Unless this durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the Agent and/or Attorney-in-Fact to:

(1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

(2) demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

(3) exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose, or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;

(5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or Accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

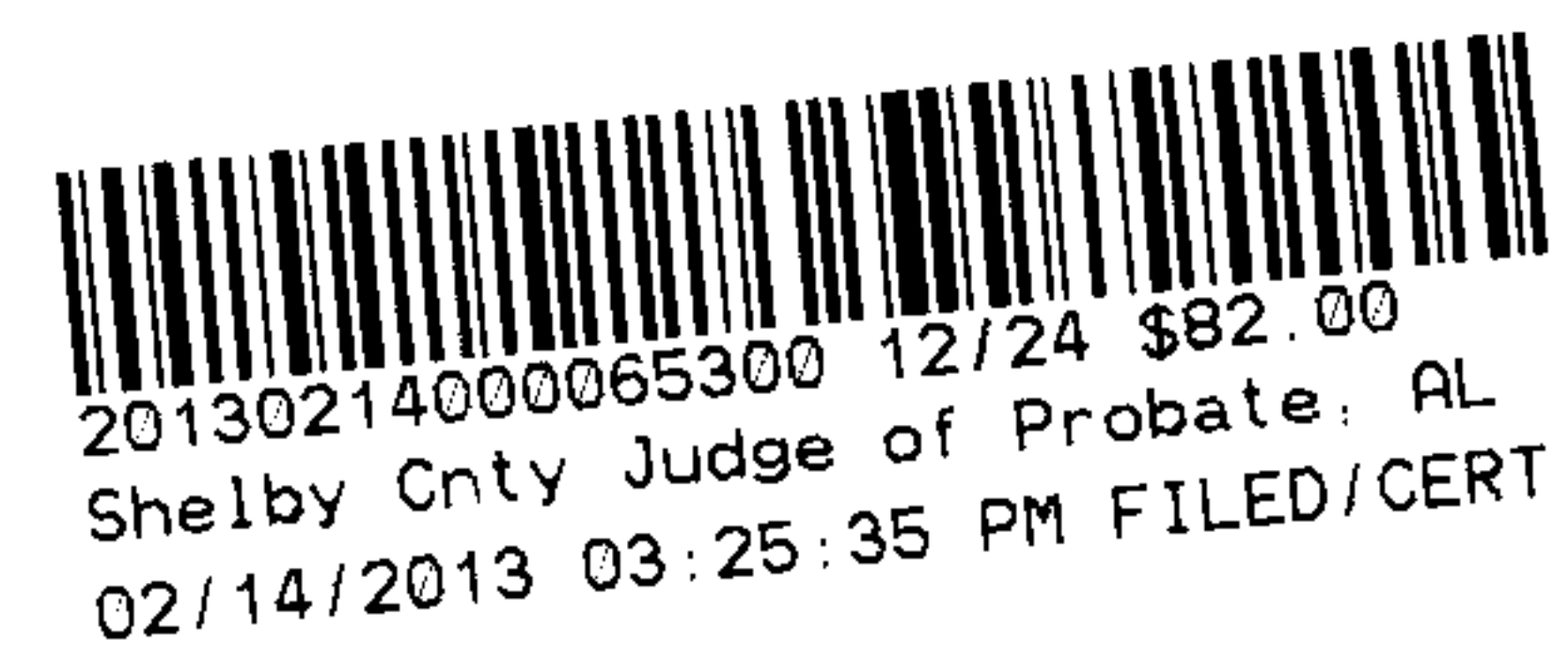
(6) conserve, invest, disburse, or use anything received for an authorized purpose;

(7) transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

(8) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

Claims and Litigation as defined in Section 26-1A-212:

(1) assert and maintain before a court or administrative agency a claim, claim for relief,



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cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

(2) bring an action to determine adverse claims or intervene or otherwise participate in litigation;

(3) seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

(4) make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;

(5) submit to alternative dispute resolution, settle, and propose or accept a compromise;

(6) waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

(7) act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

(8) pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

(9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Personal and Family Maintenance as defined in Section 26-1A-213:

(1) perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the durable

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power of attorney is executed or later born:

- (A) the Principal's children;
 - (B) other individuals legally entitled to be supported by the Principal; and
 - (C) the individuals whom the Principal has customarily supported or indicated the intent to support;
- (2) make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;
- (3) provide living quarters for the individuals described in paragraph (1) by:
- (A) purchase, lease, or other contract; or
 - (B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;
- (4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph (1);
- (5) pay expenses necessary for necessary health care and custodial care on behalf of the individuals described in paragraph (1);
- (6) act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Section 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320 d, as amended, and applicable regulations, in making decisions related to the past, present, or future payments for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;
- (7) continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals describe in paragraph (1);
- (8) maintain credit and debit accounts for the convenience of the individuals described in

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paragraph (1) and open new accounts; and

(9) continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent and/or Attorney-in-Fact may or may not have with respect to gifts under Section 26-1A-217.

Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214:

(a) In this section, "benefits from governmental programs or civil or military service" means any benefit, program, or assistance provided under a statute or regulation including, but not limited to, Social Security, Medicare, and Medicaid.

(b) Unless the durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the Agent and/or Attorney-in-Fact to:

(1) execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of the individuals described in Section 26-1A-213(a)(1), and for shipment of their household effects;

(2) take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage for safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

(3) enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or a program;

(4) prepare, file, and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which the Principal may be entitled under a statute or regulation;

(5) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance

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the Principal may be entitled to receive under a statute or regulation; and

(6) receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

Retirement Plans as defined in Section 26-1A-215:

(a) In this section, "retirement plan" means a plan or account created by an employer, the Principal, or another individual to provide retirement benefits or deferred compensation of which the Principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

(1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. 408, as amended;

(2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. 408A, as amended;

(3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. 408(q) as amended;

(4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. 403(b) as amended;

(5) a pension, profit sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. 401(a) as amended;

(6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. 457(b) as amended;
and

(7) a non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A as amended.

(b) Unless the durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to retirement plans authorizes the Agent and/or Attorney-in-Fact to:

(1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

Principal's Initials A.F.I

(2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

(3) establish a retirement plan in the Principal's name;

(4) make contributions to a retirement plan;

(5) exercise investment powers available under a retirement plan; and

(6) borrow from, sell assets to, or purchase assets from a retirement plan.

Taxes as defined in Section 26-1A-216:

Unless the durable power of attorney otherwise provides, language in a durable power of attorney granting general authority with respect to taxes authorizes the Agent and/or Attorney-in-Fact to:

(1) prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years:

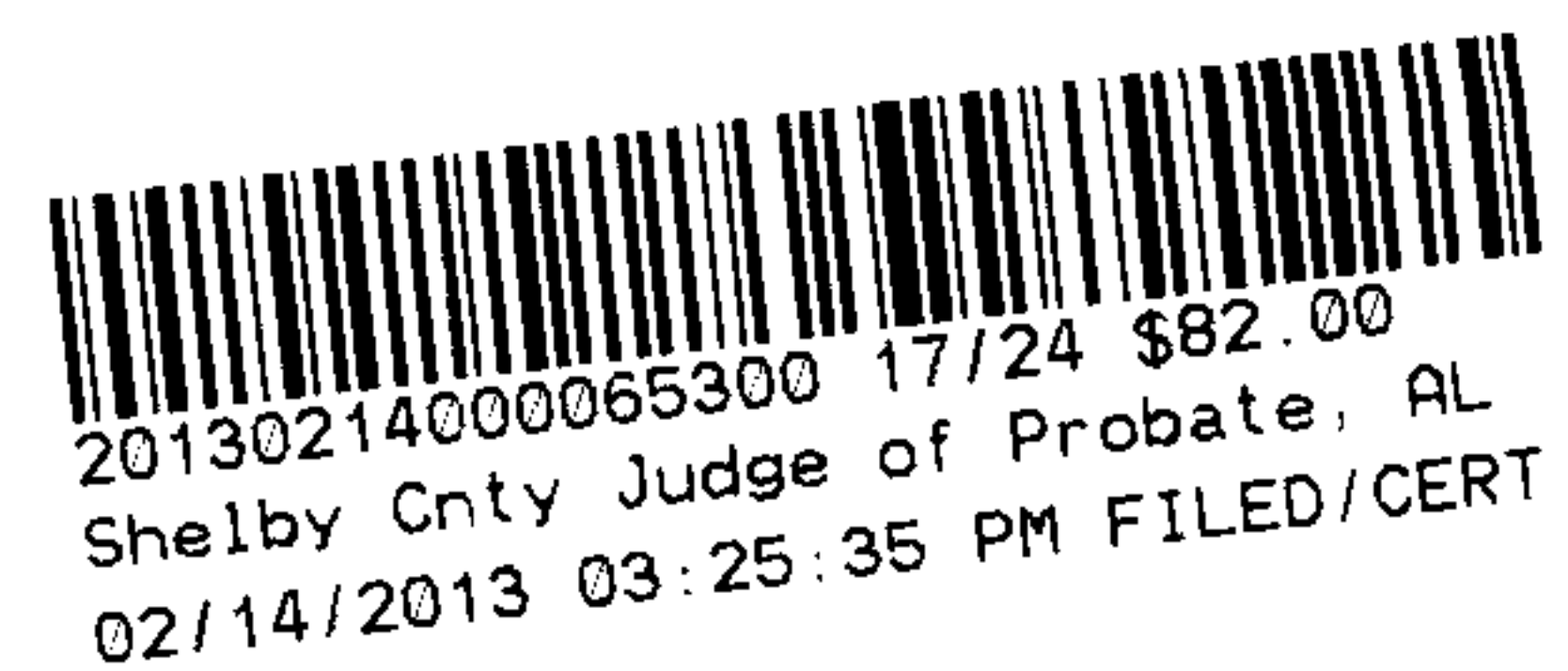
(2) pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

(3) exercise any election available to the Principal under federal, state, local or foreign tax law; and

(4) act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

Gifts as defined in Section 26-1A-217:

(a) In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. 529, as amended.



Principal's Initials A.F.T.

(b) Unless the durable power of attorney otherwise expressly provides, language in a durable power of attorney granting general authority with respect to gifts authorizes the Agent and/or Attorney-in-Fact only to:

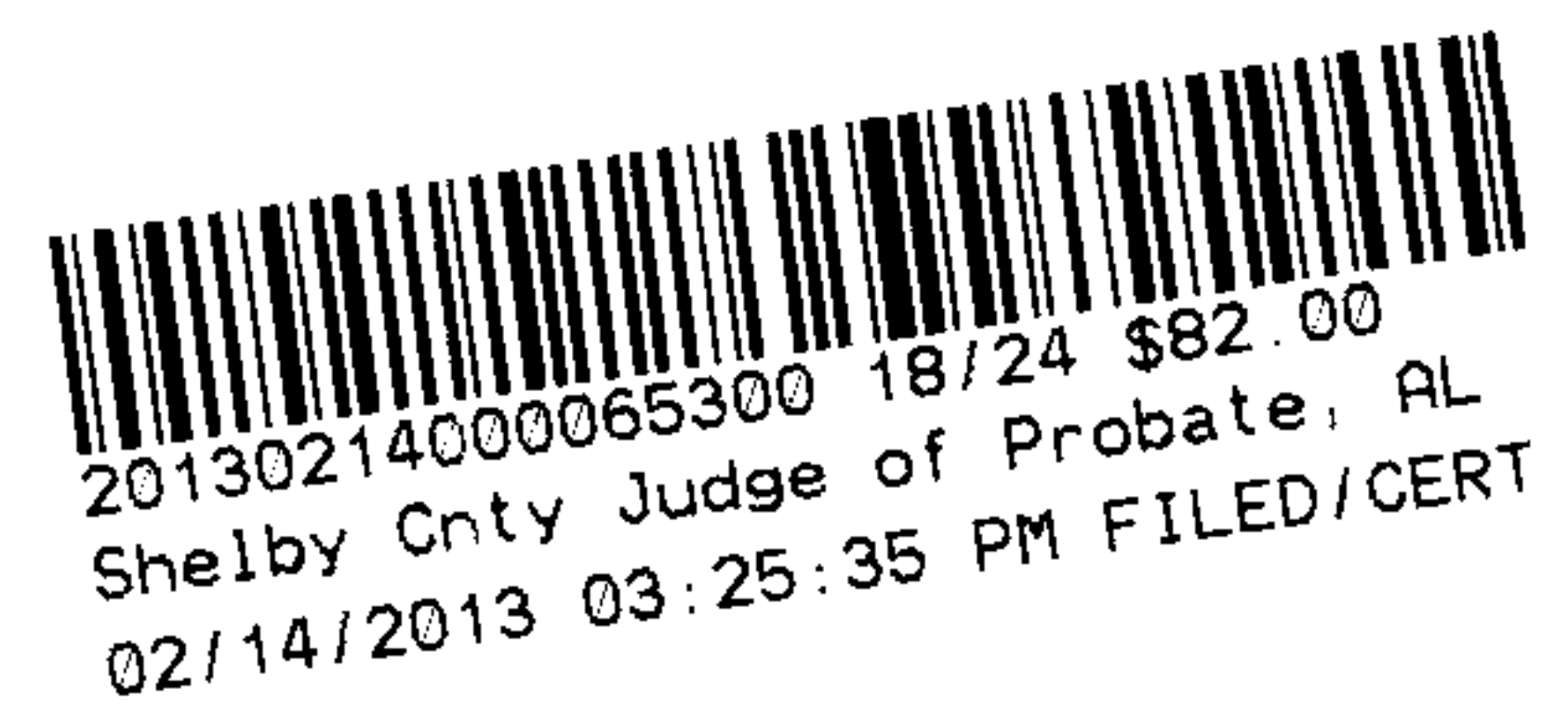
(1) make outright to, or for benefit of, a person including the Agent and/or Attorney-in-Fact, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

(2) consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusion for both spouses.

(C) An Agent and/or Attorney-in-Fact may make a gift of the Principal's property only as the Agent and/or Attorney-in-Fact determines is consistent with the Principal's objectives if actually known by the Agent and/or Attorney-in-Fact and, if unknown, as the Agent and/or Attorney-in-Fact determines is consistent with the Principal's best interest based on all relevant factors, including:

- (1) the value and nature of the Principal's property;
- (2) the Principal's foreseeable obligations and need for maintenance;
- (3) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
- (4) eligibility for a benefit, a program, or assistance under a statute or regulation; and
- (5) the Principal's personal history of making or joining in making gifts.

I, ALICE FAYE TRICE, do hereby grant my Agent and/or Attorney-in-Fact, RANY LEON TRICE, or my successor Agent and/or Attorney-in-Fact, JANICE WALTON, general authority to act for me with respect to all of the subjects enumerated hereinabove as defined in the Alabama Uniform Power of Attorney Act, by signing my name hereinbelow. In the event I



Principal's Initials A.F.T.

do not wish to grant general authority, I will indicate my decision by writing the word "NO".

Alice Faye Trice
ALICE FAYE TRICE

In the event, I, ALICE FAYE TRICE, wish to grant specific authority over less than all of the subjects enumerated hereinabove, I will indicate my wishes by INITIALING by each specific subject I want included in the Agent's or Successor Agent's and/or Attorney-in-Fact's authority:

- _____ Real Property as defined in Section 26-1A-204
- _____ Tangible Personal Property as defined in Section 26-1A-205
- _____ Stocks and Bonds as defined in Section 26-1A-206
- _____ Commodities and Options as defined in Section 26-1A-207
- _____ Banks and Other Financial Institutions as defined in Section 26-1A-208
- _____ Operation of Entity or Business as defined in Section 26-1A-209
- _____ Insurance and Annuities as defined in Section 26-1A-210
- _____ Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211
- _____ Claims and Litigation as defined in Section 26-1A-212
- _____ Personal and Family Maintenance as defined in Section 26-1A-213
- _____ Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214
- _____ Retirement Plans as defined in Section 26-1A-215
- _____ Taxes as defined in Section 26-1A-216
- _____ Gifts as defined in Section 26-1A-217

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My Agent and/or Attorney-in-Fact MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Agent and/or Attorney-in-Fact the authority to take action that could significantly reduce your property or change how your property is distributed at your death. INITIAL the specific authority you WANT to give your agent.)

Principal's Initials AET

- _____ Create, amend, revoke or terminate an inter vivos trust, by trust or applicable law.
- _____ Make a gift to which exceeds the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this durable power of attorney.
- _____ Create or change rights of survivorship.
- _____ Create or change a beneficiary designation
- _____ Authorize another person to exercise the authority granted under this durable power of attorney
- _____ Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- _____ Exercise fiduciary powers that the Principal has authority to delegate

LIMITATIONS ON AGENT'S AND/OR ATTORNEY-IN-FACT'S AUTHORITY

An Agent and/or Attorney-in-Fact that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the Agent, Attorney-in-Fact or a person to whom the Agent and/or Attorney-in-Fact owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power. Except for any special instructions given herein to the Agent and/or Attorney-in-Fact to make gifts, the following shall apply:

(a) Any power or authority granted to my Agent and/or Attorney-in-Fact herein shall be limited so as to prevent this Durable Power of Attorney from causing any Agent and/or Attorney-in-Fact to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent and/or Attorney-in-Fact as defined in 26 U.S.C. 2514 of the Internal Revenue Code of 1986, as amended.

(b) My Agent and/or Attorney-in-Fact shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent and/or Attorney-in-Fact, or any trust created by my Agent and/or Attorney-in-Fact as to which I am a trustee.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines. For your protection, if there are no special instructions write NONE in this section.

Principal's Initials A.F.T.

This Durable Power of Attorney **shall not** be affected by disability, incompetency or incapacity of the Principal.

The Principal may revoke this Durable Power of Attorney at any time by written instructions delivered to the Agent and/or Attorney-in-Fact and/or the Successor Agent and/or Successor Attorney-in-Fact.

I, ALICE FAYE TRICE, HEREBY REVOKE ANY AND ALL PRIOR POWERS OF ATTORNEY AND/OR DURABLE POWERS OF ATTORNEY EXECUTED PRIOR TO THIS DURABLE POWER OF ATTORNEY.

EFFECTIVE DATE


This durable power of attorney is **effective immediately** unless I have stated otherwise in the Special Instructions.

NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate the following person for appointment, my beloved nephew, RANDY LEON TRICE, currently residing at 6419 highway 31, Calera, Alabama 35040 with a current telephone number of (205) 229-2663. If my beloved nephew is unable due to a failure to qualify, die, resign, become incompetent, or is unwilling to act as my conservator and/or guardian, I nominate as my successor conservator and/or guardian, my beloved niece, JANICE WALTON, currently residing at 51 Shirey Lane, Calera, Alabama 35040 with a current telephone number of (919) 593-2844.

RELIANCE ON THIS DURABLE POWER OF ATTORNEY

Any person, including my Agent and/or Attorney-in-Fact, may rely upon the validity of this durable power of attorney or a copy of it unless that person knows it has terminated or is


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Principal's Initials A.F.T.

invalid.

SIGNATURE AND ACKNOWLEDGMENT

Alice Faye Trice
ALICE FAYE TRICE

Dated:

Alice Faye Trice

Print Name Here:

6-18-12

Address:

4627 Trussville CLAY Rd
Trussville, ALA

Telephone Number:

[REDACTED] 35173

I, the undersigned, a Notary Public, in and for the County in this State, hereby certify that ALICE FAYE TRICE, whose name is signed to the foregoing document, and who is known to me, acknowledge before me on this day that, being informed of the contents of the document, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18th day of June, 2012.

Lacey Martin Dyer

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Document Prepared By:

Robert G. Saunders, Attorney at Law

P.O. Box 100604

Irondale, Alabama 35210-0604

(205) 956-5605

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**AGENT'S AND/OR ATTORNEY-IN-FACT'S CERTIFICATION AS TO THE
VALIDITY OF DURABLE POWER OF ATTORNEY AND AGENT'S AND/OR
ATTORNEY-IN-FACT'S AUTHORITY**

STATE OF ALABAMA *
 *
COUNTY OF JEFFERSON *

I, RANDY LEONE TRICE, certify under penalty of perjury that ALICE FAYE TRICE, named as Principal, granted me authority as an Agent and/or Attorney-in- Fact or as a Successor Agent and/or Successor Attorney-in- Fact in a durable power of attorney dated JUNE 18 2012.

I further certify that to my knowledge:

(1) the Principal is alive and has not revoked the Durable Power of Attorney or my authority to act under the Durable Power of Attorney and the Durable Power of Attorney and my authority to act under the Durable Power of Attorney have not terminated;

(2) if the Durable Power of Attorney was drafted to become effective upon the happening of any event or contingency, the event or contingency has occurred;

(3) if I was named as a successor Agent and/or Attorney-in-Fact, the prior Agent and/or Attorney-in-Fact is no longer able or willing to serve; and

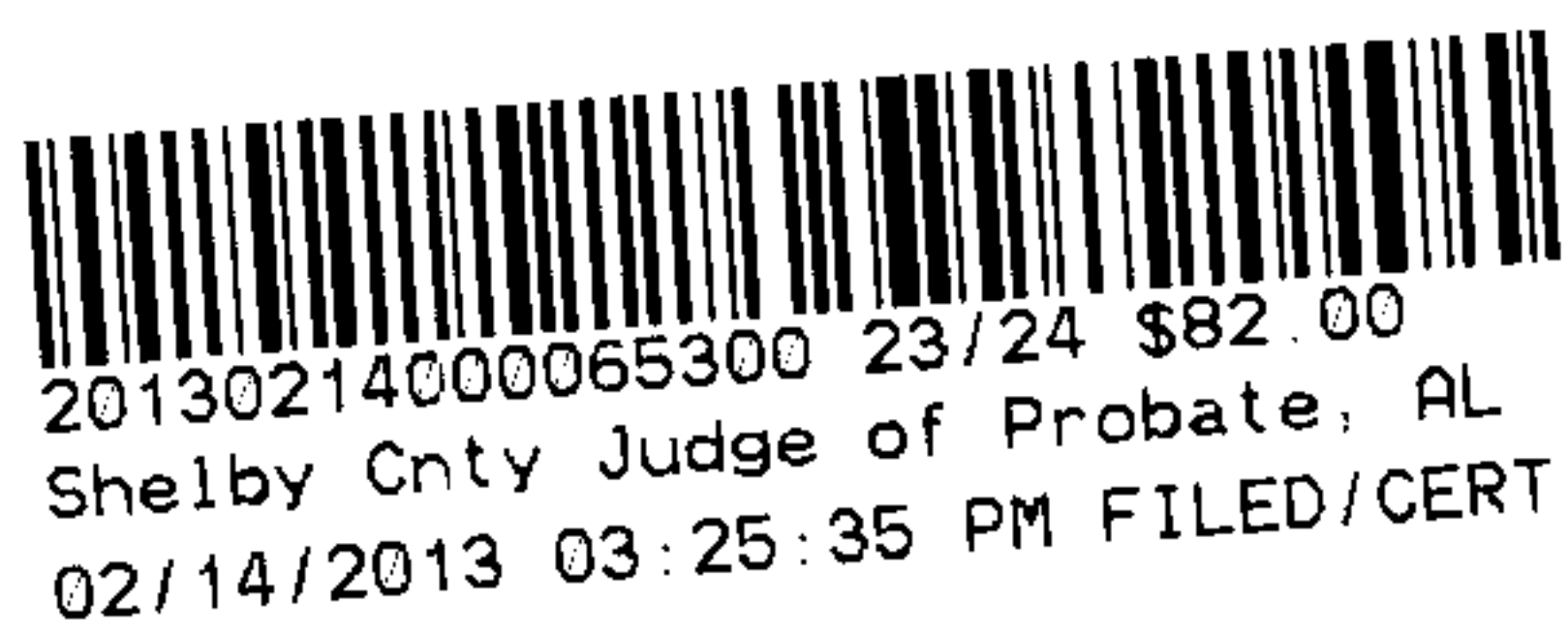
(4) other relevant statements or factors, if any, as to the prior Agent and/or Attorney-in-Fact are as follows:

SIGNATURE AND ACKNOWLEDGMENT

JUNE 18 2012
Dated

Randy Leon Trice
Agent and/or Attorney-in-Fact Signature

Randy Leon Trice
Agent and/or Attorney-in-Fact Printed Name



6419 Hwy 31 CALERA AL 35040

Agent and/or Attorney-in-Fact Address

[REDACTED]
Agent and/or Attorney-in-Fact Telephone Number

This document was acknowledged before me on June 18th, 2012
by BANDY LEON TRICE as Agent and/or Attorney-in-Fact of
ALICE FAYE TRICE.

[Signature]


Notary Public

My commission expires:

This Document Prepared By:

Robert G. Saunders
Attorney at Law
P.O. Box 100604
Irondale, Alabama 35210-0604
(205) 956-5605

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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Shelby Cnty Judge of Probate, AL
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