

WHEN RECORDED, MAIL TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114


20130404000139920 1/13 \$48.00
Shelby Cnty Judge of Probate, AL
04/04/2013 12:23:07 PM FILED/CERT

POWER OF ATTORNEY

7519130

DURABLE POWER OF ATTORNEY

I, James B. Acton, Jr., residing at 2007 Watermill Lane, Birmingham, Alabama 35242, hereby appoint Kristen D Acton of 2007 Watermill Lane, Birmingham, Alabama 35242, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

If the Agent is unable to serve for any reason, or if we become legally separated or divorced, I appoint William Andrew Acton, of 1020 Sandhurst Circle, Birmingham, Alabama 35242, as my alternate or Successor Agent, as the case may be to serve with the same powers and discretions.

This Power of Attorney shall not be affected by my subsequent incapacity.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.

- a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

- b. Add, delete or change beneficiaries to any financial accounts I own including insurance policies, annuities, retirement accounts, payable on death savings or checking accounts or other investments,

- c. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

- d. Have access to any safe deposit box that I might own, including its contents.

2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel;

3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets

or property may include income producing or non-income producing assets and property.

4. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.

5. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

6. Enter into binding contracts on my behalf.

7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

8. Maintain and/or operate any business that I may own.

9. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate Agents.

10. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future

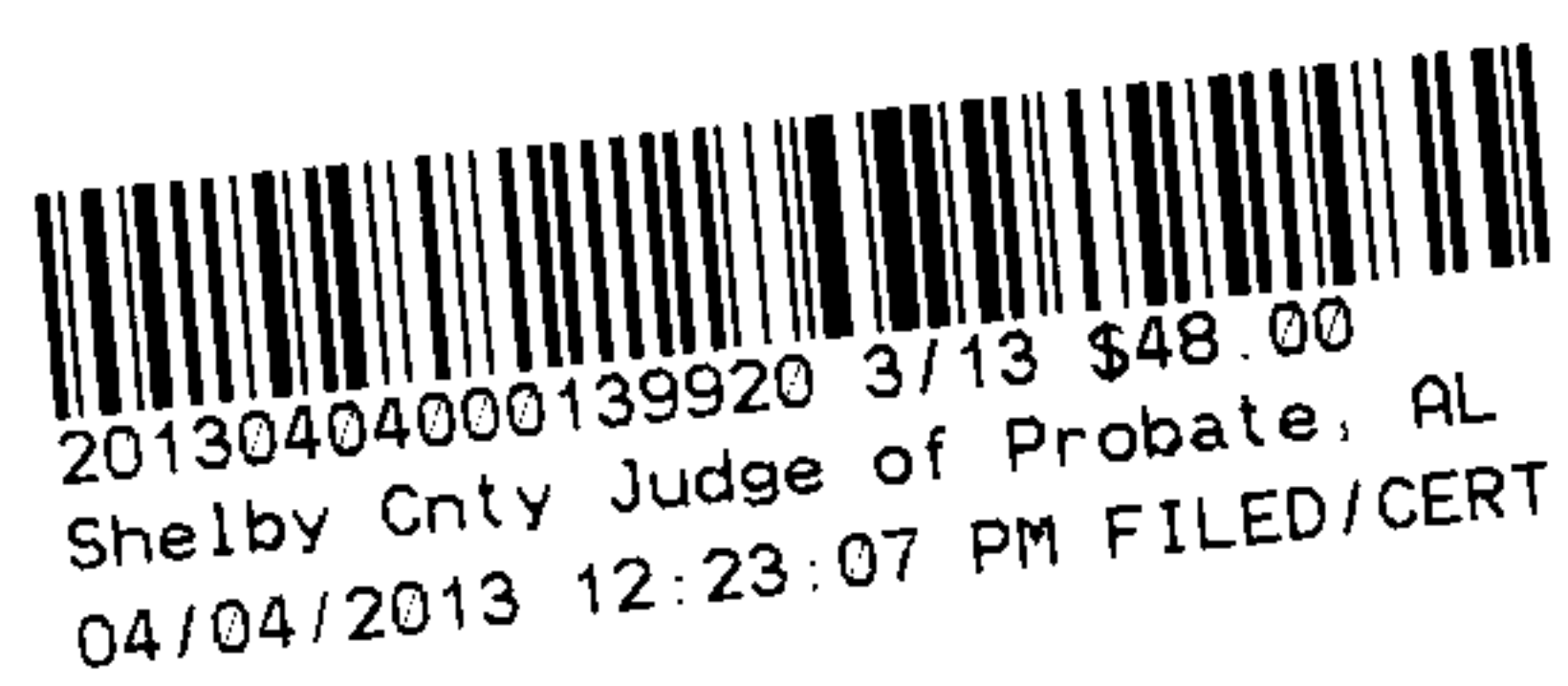
If the Agent is my spouse, then I also hereby appoint William Andrew Acton, of Birmingham, Alabama as my substitute Agent solely for the purpose of releasing any dower, homestead or other inchoate interest or other property rights (of whatever nature), which under local law may not be released by my spouse.

11. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.



12. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, *excluding* those whom I am legally obligated to support.

13. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

14. To utilize my assets to fund a trust not created by me, but to which I have either established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.

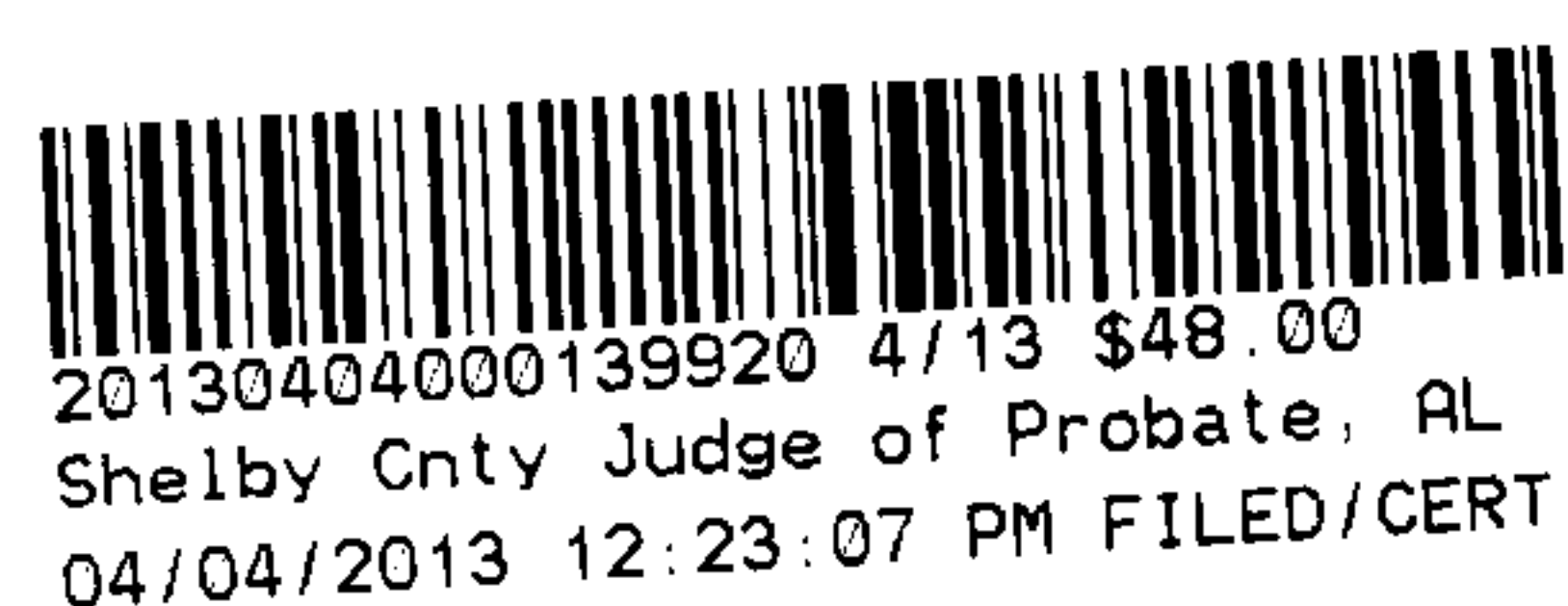
15. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependants, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.

16. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. Provided that they are not the same person, my Agent may disclaim assets which pass to my Gift Agent, and my Gift Agent may disclaim assets which pass to my Agent.

17. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.



My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated January 17, 2012, at Chelsea, Alabama.


James B. Acton, Jr.

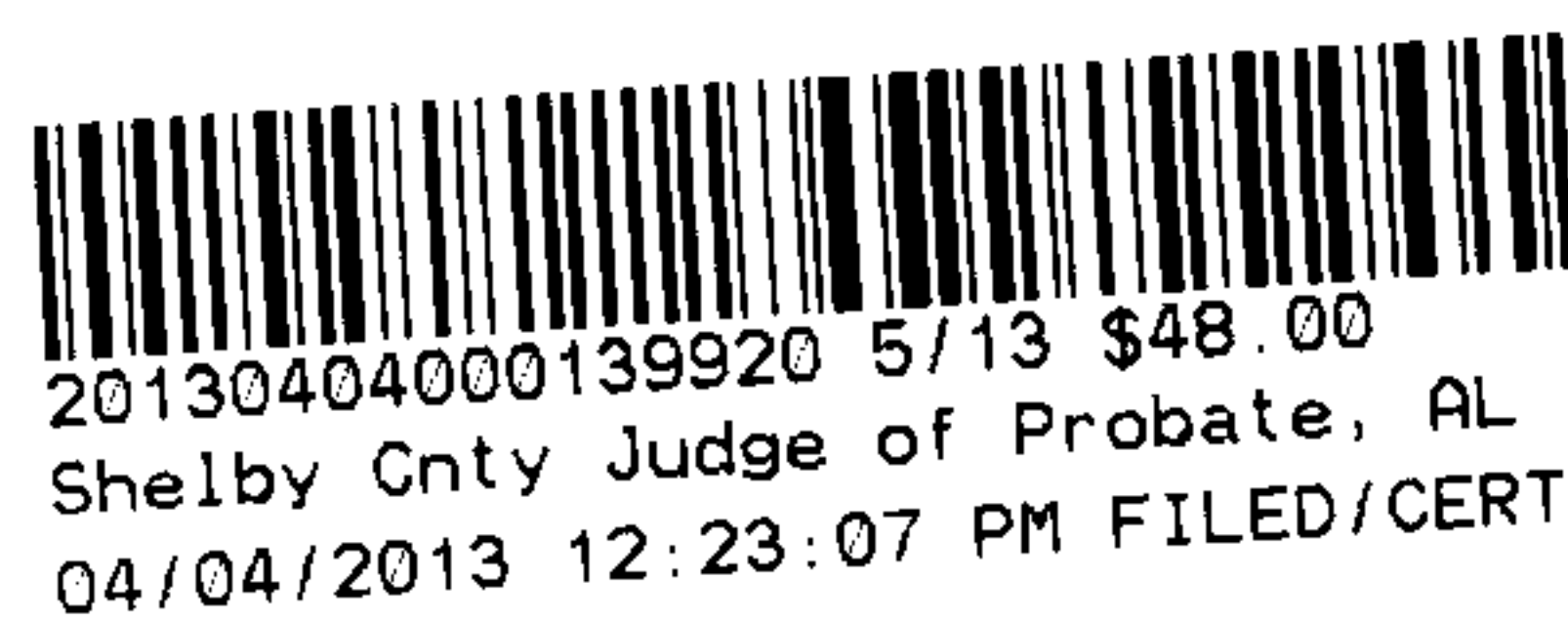
Witness Signature:

Name:

City:

State:


Cynthia Renee Acton
Birmingham
Alabama



Witness Signature:

Name:

City:

State:

Yvonne L. Dreon
Yvonne L. Dreon
Birmingham
Alabama

STATE OF ALABAMA,
COUNTY OF SHELBY, ss:

The foregoing instrument was acknowledged before me this 17th day of
January, 2012 by James B. Acton, Jr', who is personally known to me or
who has produced _____ as identification.

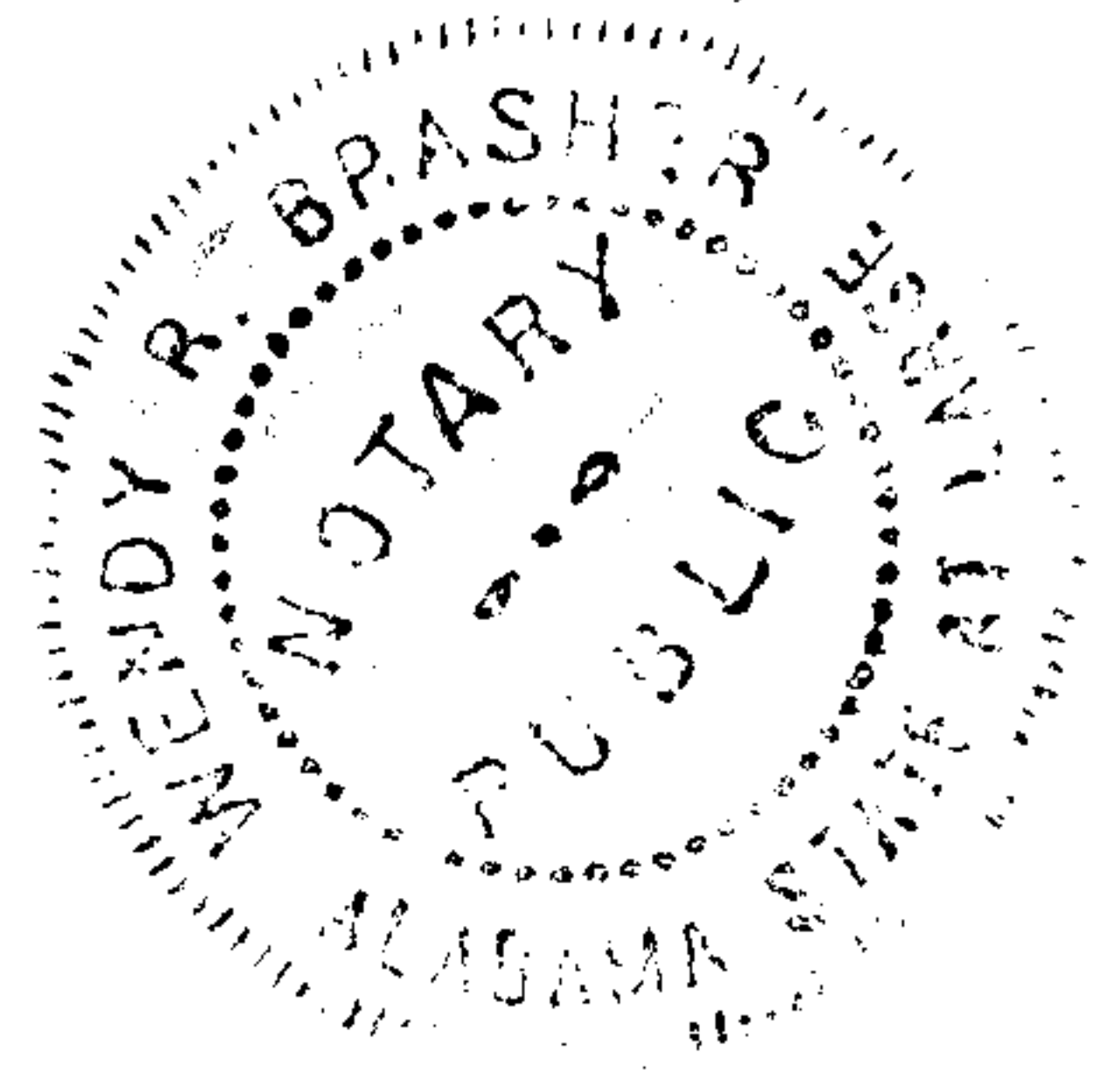
Wendy R. Brasher

Signature of person taking acknowledgment

WENDY R. BRASHER

Name typed, printed, or stamped

MY COMMISSION
EXPIRES 7/21/2015



20130404000139920 6/13 \$48.00
Shelby Cnty Judge of Probate, AL
04/04/2013 12:23:07 PM FILED/CERT

WITNESS ATTESTATION

The foregoing power of attorney was, on the date written above, published and declared by James B. Acton, Jr` in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

Cynthia Renee Acton

Cynthia Renee Acton
1020 Sandhurst Circle
Birmingham, Alabama 35242
2059800022

Wonne L. Dreon

Wonne L. Dreon
1047 Watersedge Circle
Birmingham, Alabama 35242
2059950768



20130404000139920 7/13 \$48.00
Shelby Cnty Judge of Probate, AL
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Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

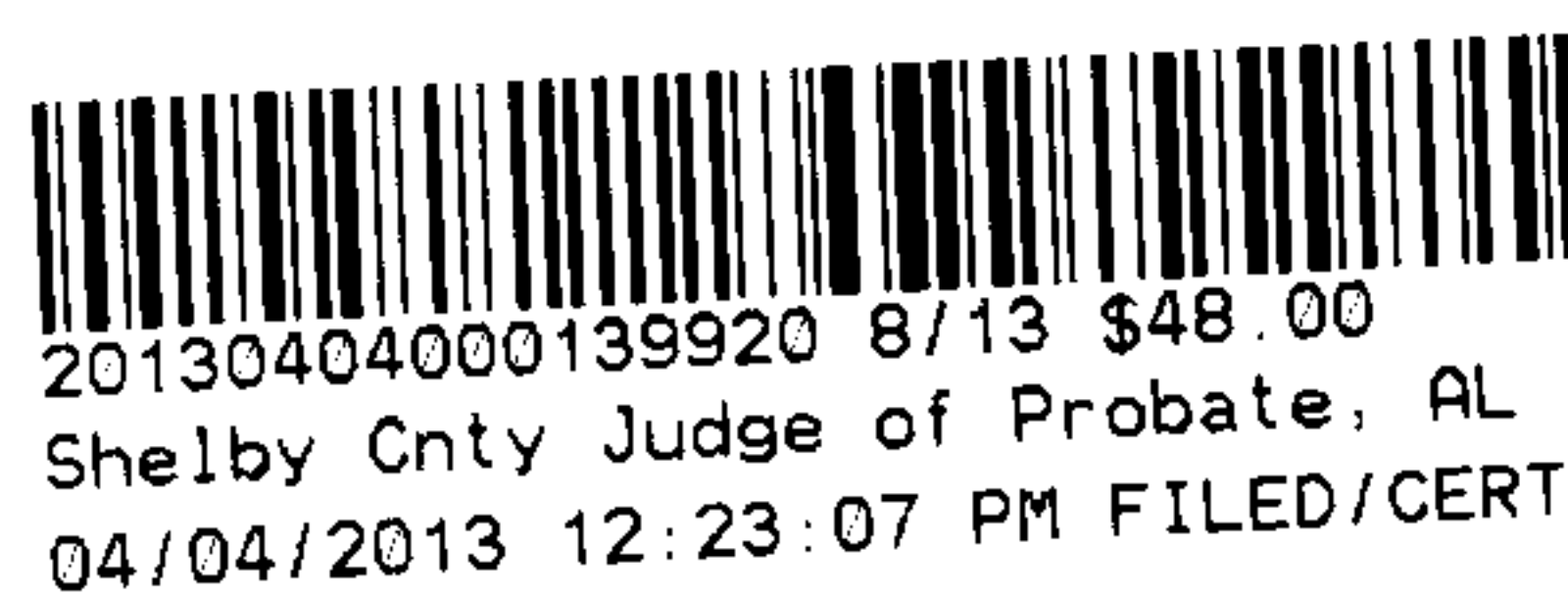
Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.



Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
 - a. Principal's death;
 - b. Revocation of the Power of Attorney of principal;
 - c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
 - d. No additional action is required under the Power of Attorney.
7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

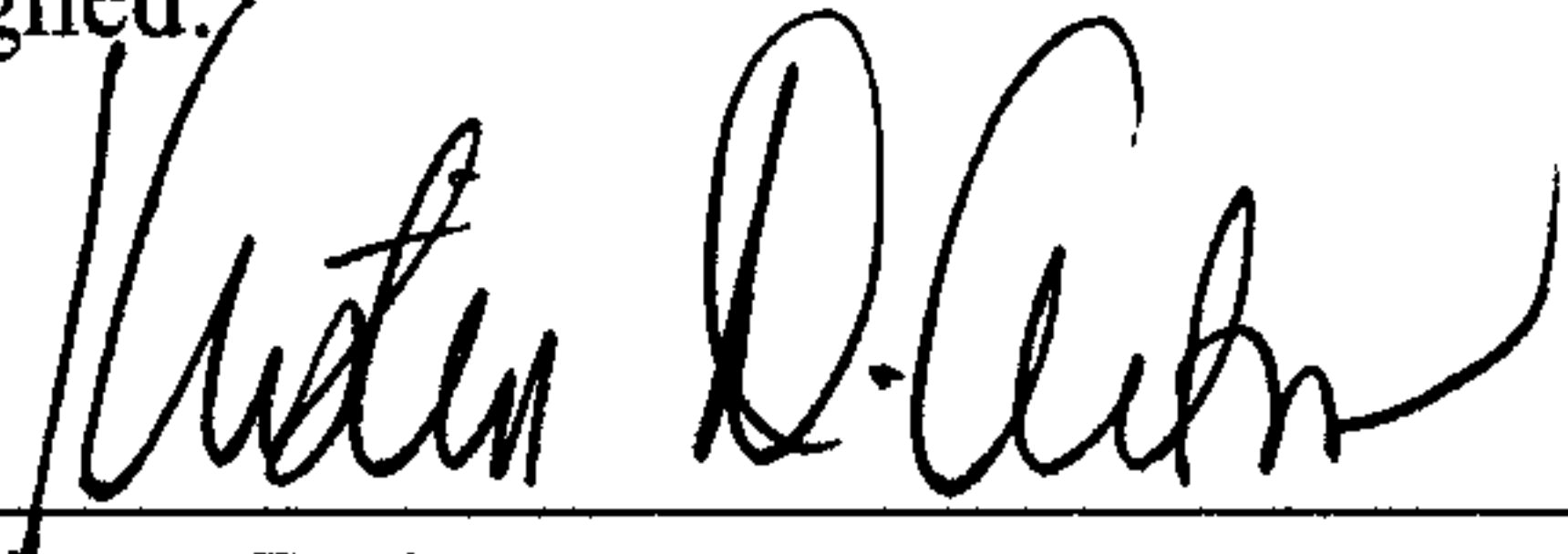
You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be

prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date:

Signed:



Kristen D Acton


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Shelby Cnty Judge of Probate, AL
04/04/2013 12:23:07 PM FILED/CERT

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
4. The legal duty to preserve the principal's estate plan, if one exists.
5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
 - a. Principal's death;
 - b. Revocation of the Power of Attorney of principal;
 - c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
 - d. No additional action is required under the Power of Attorney.
7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil

court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: *January 17, 2012*

Signed:

William Andrew Acton

William Andrew Acton


20130404000139920 12/13 \$48.00
Shelby Cnty Judge of Probate, AL
04/04/2013 12:23:07 PM FILED/CERT

This document was prepared by:

Kristen D. Acton

2007 Watermill Lane

Birmingham, Alabama 35242

2056128366

spouse


20130404000139920 13/13 \$48.00
Shelby Cnty Judge of Probate, AL
04/04/2013 12:23:07 PM FILED/CERT

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE
COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 332, ACCORDING TO THE MAP OF HIGHLAND LAKES, 3RD SECTOR,
PHASE V, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 24
PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA;
BEING SITUATED IN 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 NUMBER
1994-07111 AND AMENDED IN INSTRUMENT NUMBER 1996-17543 IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES,
A RESIDENTIAL SUBDIVISION, 3RD SECTOR, PHASE V, RECORDED AS
INSTRUMENT NUMBER 1998-29633 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA, (WHICH TOGETHER WITH ALL AMENDMENTS THERETO,
IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE
"DECLARATION").

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JAMES B.
ACTON, JR. AND KRISTEN D. ACTON, FOR AND DURING THEIR JOINT
LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF
THEM FROM BEDWELL DEVELOPMENT CORP., AN ALABAMA CORPORATION
BY DEED DATED 11/28/01 AND RECORDED 12/08/01 IN INSTRUMENT
NO. 2001-53703, IN THE LAND RECORDS OF SHELBY COUNTY,
ALABAMA.

PPN: 9-2-4-3-147.000

JAMES B. ACTON, JR. AND KRISTEN D. ACTON, FOR AND DURING
THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE
SURVIVOR OF THEM

46599141

 ACTON
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POWER OF ATTORNEY

