



20131107000439690 1/6 \$29.00

Shelby Cnty Judge of Probate, AL

11/07/2013 11:44:02 AM FILED/CERT

DURABLE POWER OF ATTORNEY

I, JoAnna Smith Merchant, residing at 3165 Valley Park Drive, Vestavia, Alabama 35243, hereby appoint William Glen Merchant of 3165 Valley Park Drive, Vestavia, Alabama 35243, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

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

My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include 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. This power shall include the authority to 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.
2. Perform any act necessary to deposit, negotiate, sell, or transfer any note, bond, security, or draft of the United States of America, including U.S. Treasury Securities.
3. Institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.
4. Have access to any safe deposit box that I might own, including its contents.
5. Sell or convey any interest of mine in real estate (whether currently owned or later acquired).

This power shall include the power to (i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and (iii) collect and receive the proceeds from any such sale.

If the Agent is my spouse, then I also hereby appoint Jack Thomas Smith, Jr. 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.

6. Mortgage or encumber any interest of mine in real estate (whether currently owned or later acquired).

This power shall include the power to (i) mortgage or encumber on such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above, (ii) sign any documents (including a mortgage or deed of trust), and (iii) take any other action that may be required to effect such mortgage or encumbrance.

If the Agent is my spouse, then I also hereby appoint Jack Thomas Smith, Jr. 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.

7. Manage, insure, improve, repair, collect rents, execute leases, or take any other action that a landlord might take, with respect to any interest of mine in real estate (whether currently owned or later acquired).

8. Sell or convey any personal property that I might own now or in the future, tangible or intangible, on such terms and conditions as my Agent deems appropriate.

This power shall include the power to (i) sign contracts of sale and documents to transfer title (including bills of sale), and (ii) accept a security interest for any unpaid portion of the purchase price.

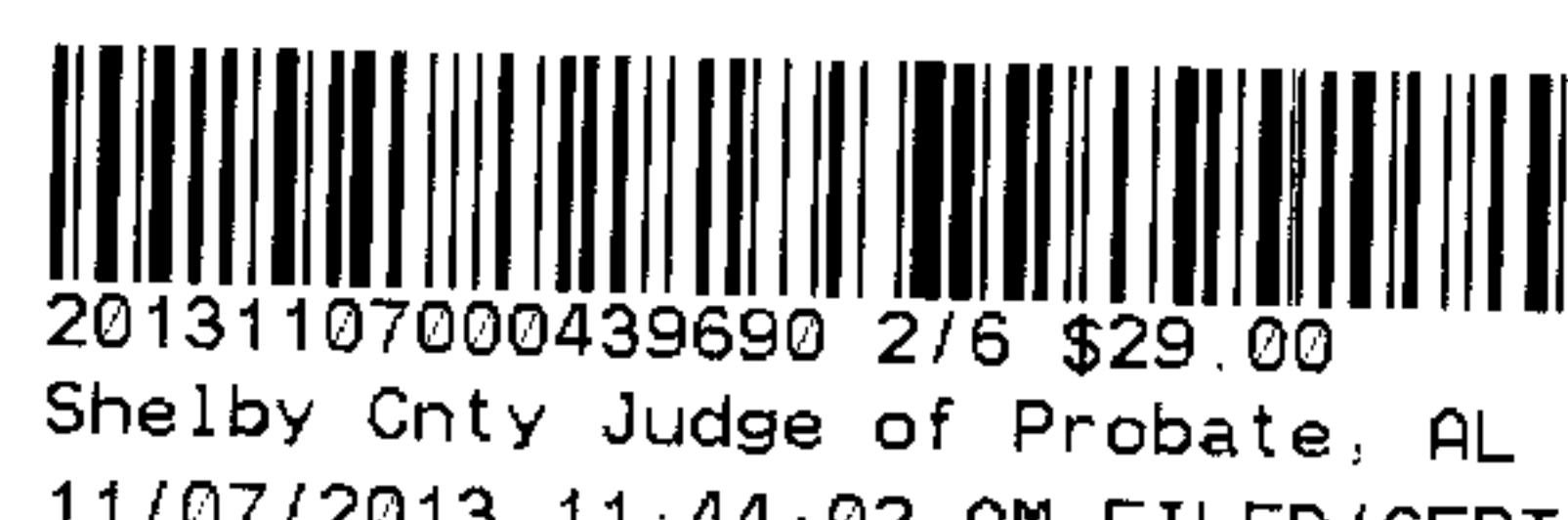
9. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign, and file income, gift and other tax returns of all kinds with federal, state, local, and other governmental bodies, and any Power of Attorney form appointing an Agent required by the Internal Revenue Service and/or any state or local taxing authority.

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.

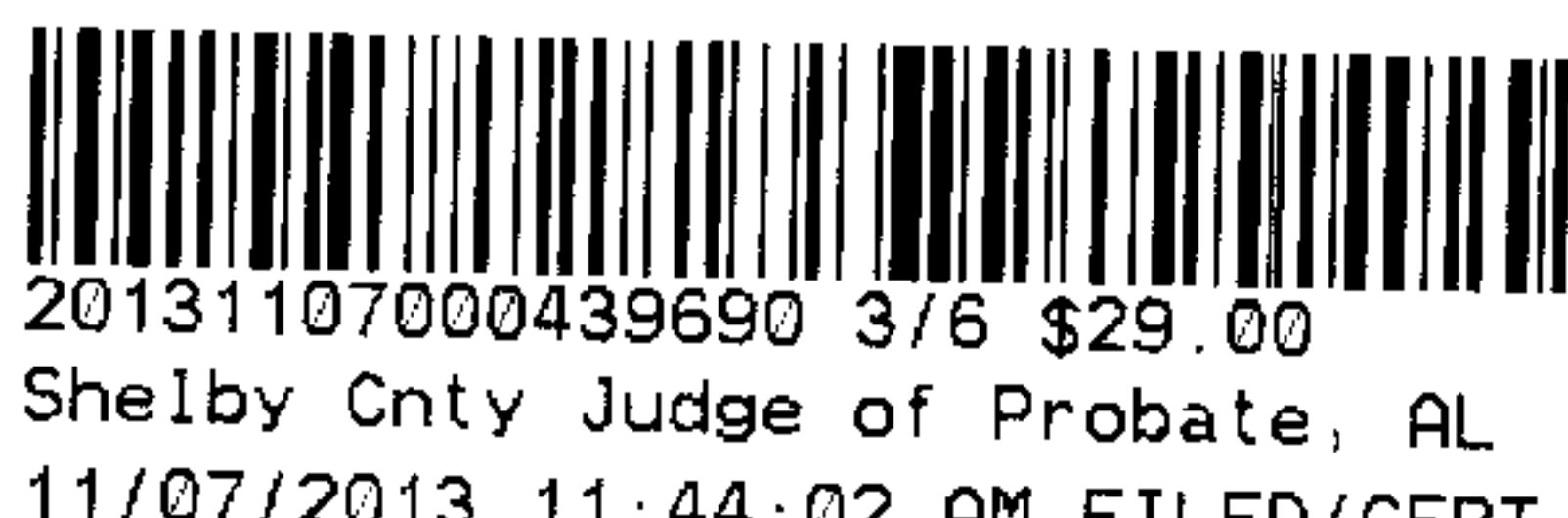
10. Act on my behalf with respect to the following matters:



- Enter into binding contracts on my behalf.
- Purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or on the life of anyone in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation; to designat and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest; to decrease coverage under or cancel any of these policies described above; to receive and make such disposition of the cash value on termination of any such policy as my Agent deems appropriate. However, my Agent shall have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent.
- Employ professional and business advisors as may be appropriate, including attorneys, accountants, and real estate Agents.

11. 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;
12. 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.
13. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust 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.
14. 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.
15. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.



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.

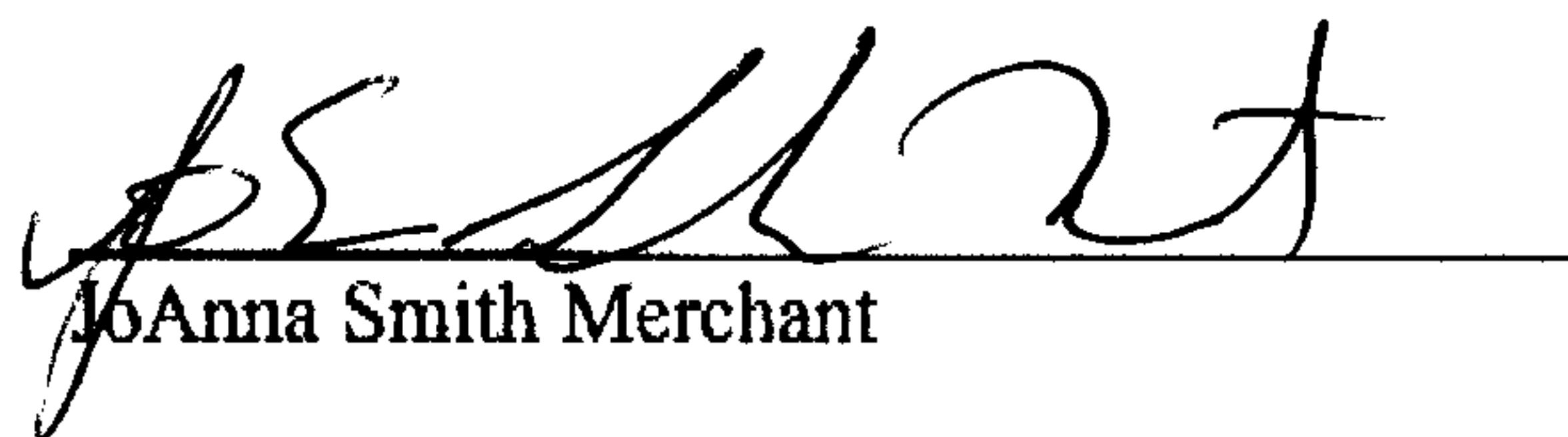
If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

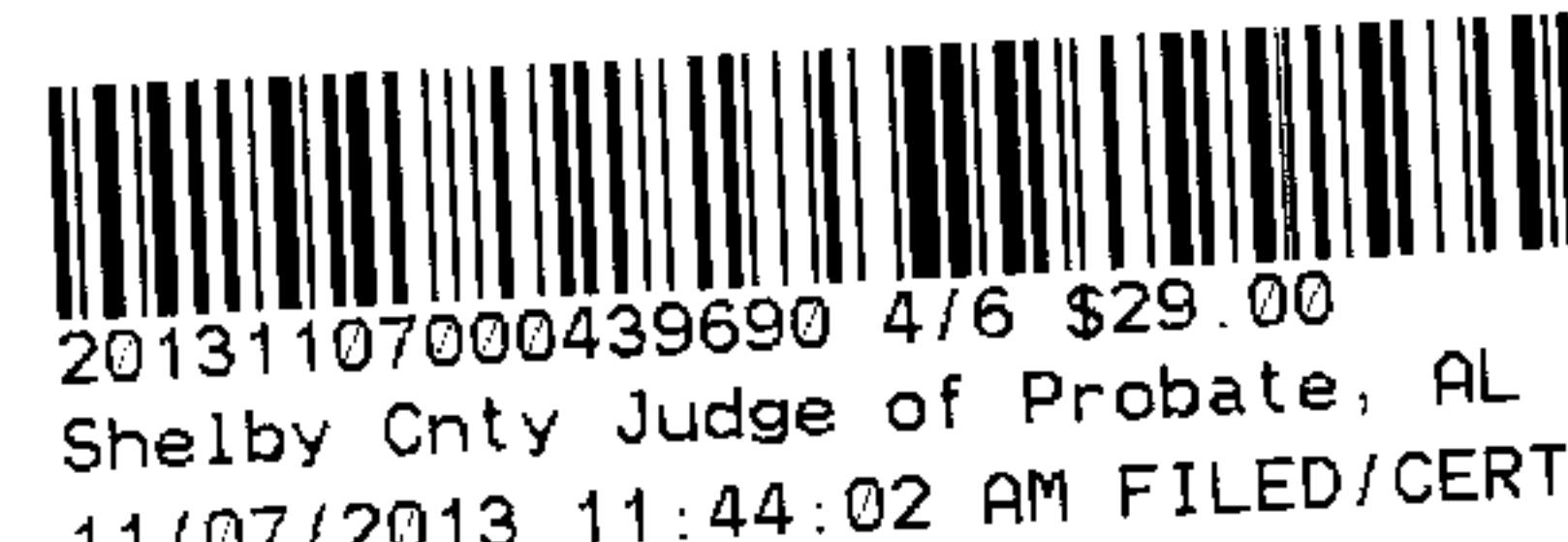
My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

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 October 20, 2013 at Birmingham, Alabama.


JoAnna Smith Merchant



STATE OF ALABAMA,
COUNTY OF SHELBY, ss:

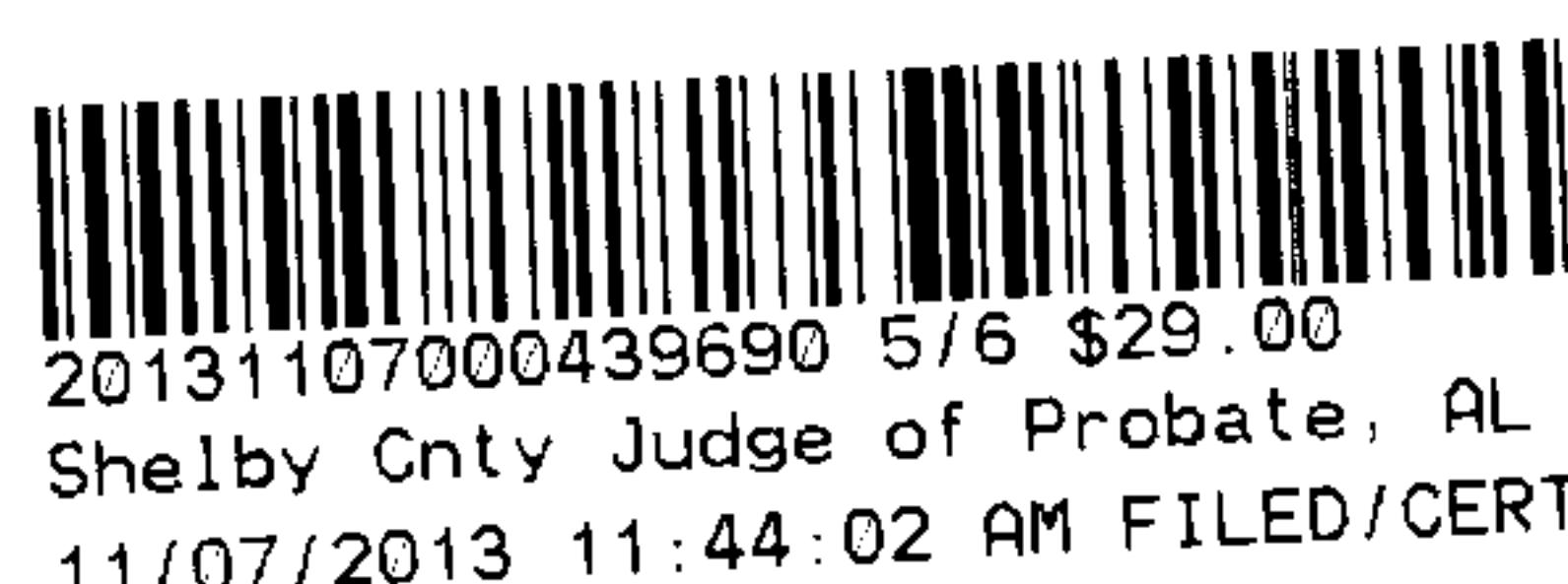
On this 20 day of October, 2013, before me,
Rebecca Byrd, personally appeared JoAnna Smith Merchant, known
to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument
and acknowledged that he/she executed the same as for the purposes therein contained.

In witness whereof, I hereunto set my hand and
official seal.



R. Byrd
Notary Public

Sept. 4, 2017
My commission expires _____



WITNESS ATTESTATION

The foregoing power of attorney was, on the date written above, published and declared by JoAnna Smith Merchant 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.

Jeffrey W. Collier
Diane League



20131107000439690 6/6 \$29.00
Shelby Cnty Judge of Probate, AL
11/07/2013 11:44:02 AM FILED/CERT