

STATE OF ALABAMA        )

JEFFERSON COUNTY        )

**CERTIFICATION OF PHOTOCOPY**

Comes now **JOSEPH W. STRICKLAND**, Attorney at Law and Notary Public (hereinafter "Affiant"), and states the following:

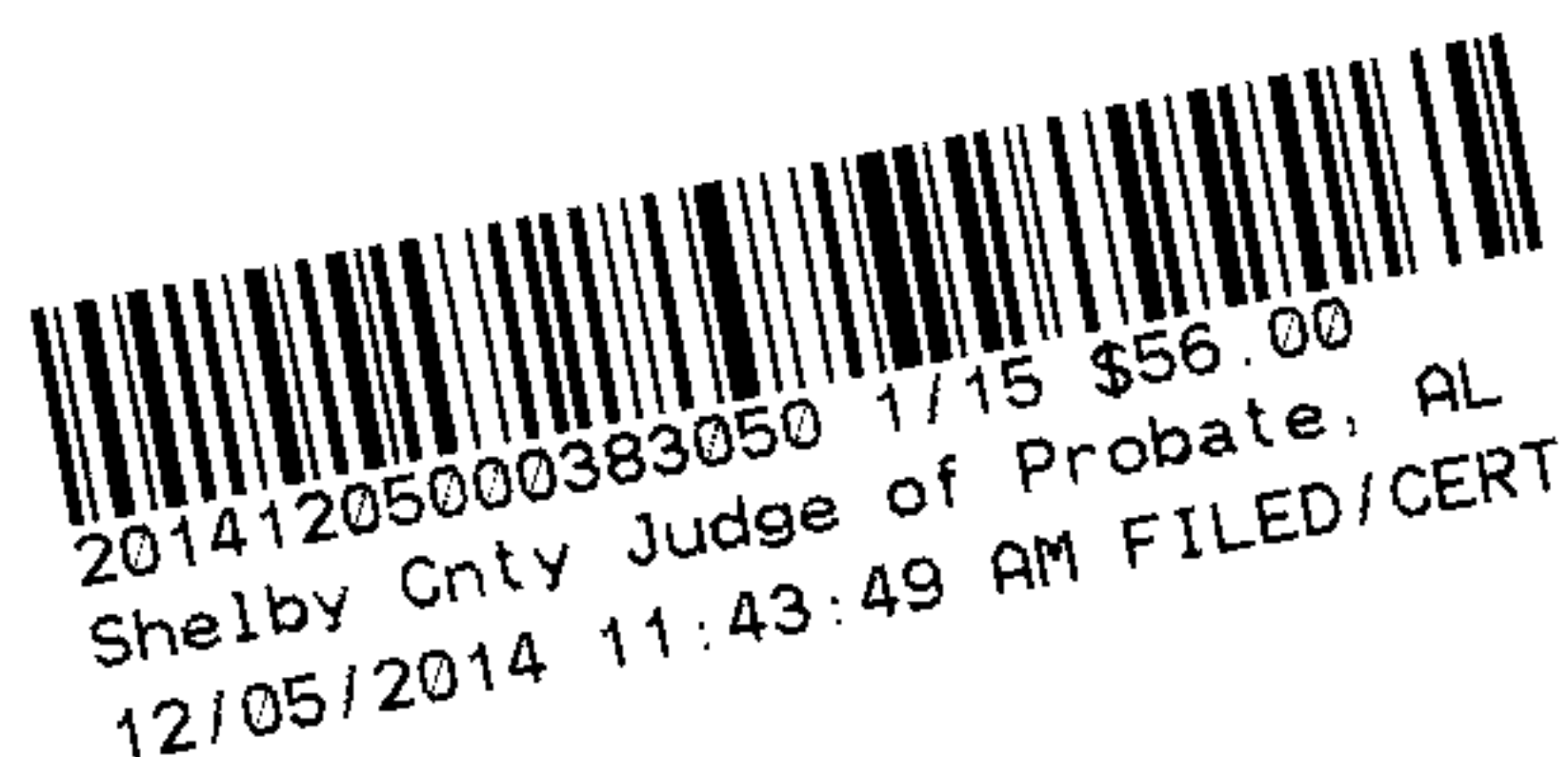
1. On November 20, 2013, the Affiant prepared and supervised the execution of a Durable Power of Attorney by his client, **GLORIA DENNEY ISRAEL**. The Affiant also notarized Ms. Israel's signature on the same date.

2. The Affiant certifies that the preceding or attached document is a true, exact, complete, and unaltered photocopy made by the Affiant from the original document, namely, the "Durable Power of Attorney of Gloria Denney Israel" dated November 20, 2013.

3. At the time of executing this Certification of Photocopy, Affiant has no actual knowledge or actual notice of revocation or termination of the Durable Power of Attorney by death or otherwise, or notice of any facts indicating the same. Affiant represents that the Principal is now alive; has not, at any time, revoked or repudiated the power of attorney; and the power of attorney still is in full force and effect.

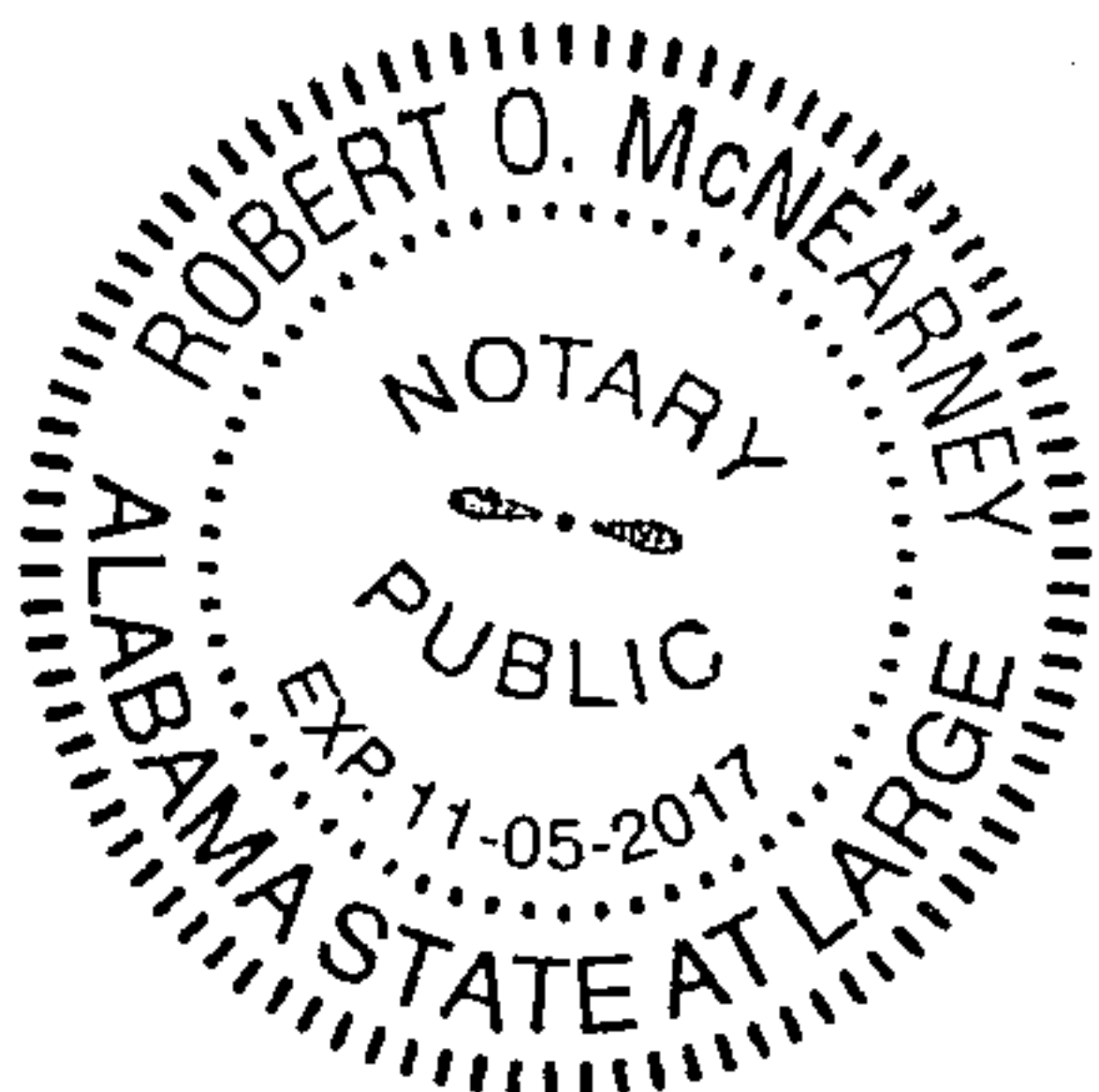
4. Affiant makes this affidavit for the purpose of the Agent, **GREGORY WILLIAM ISRAEL**, to execute all necessary documents, including a Warranty Deed, to complete the conveyance of the residence of the Principal located in Shelby County, Alabama, namely, 2569 Magnolia Place, Birmingham, Alabama.

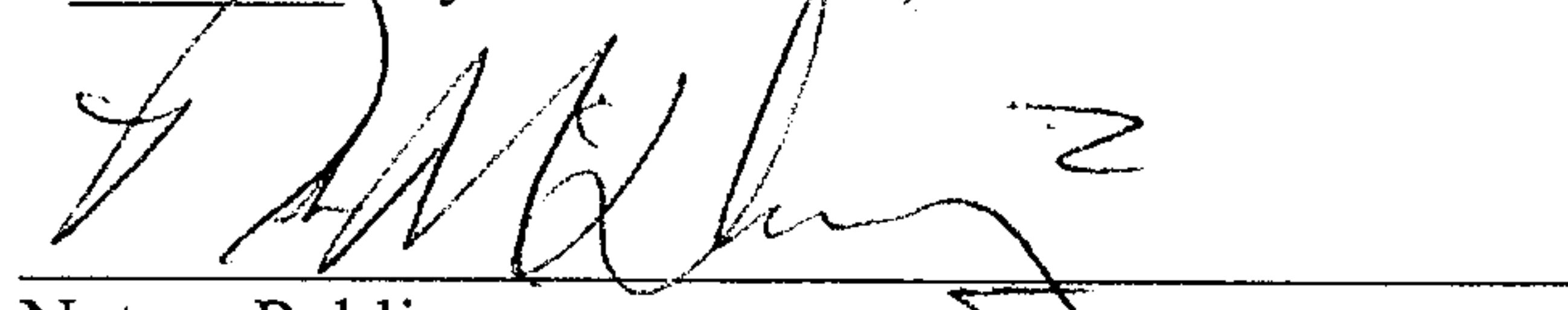
5. Under Code of Alabama, §26-1A-106 (d), a photocopy or electronically transmitted copy of an original power of attorney has the same effect as the original.



  
Joseph W. Strickland  
GLOOR, STRICKLAND & HAGGERTY, LLP  
100 Williamsburg Office Park, Suite 100  
Birmingham, AL 35216  
Telephone: (205) 822-1223

Sworn to and subscribed before me this 5<sup>th</sup> day of December, 2014.

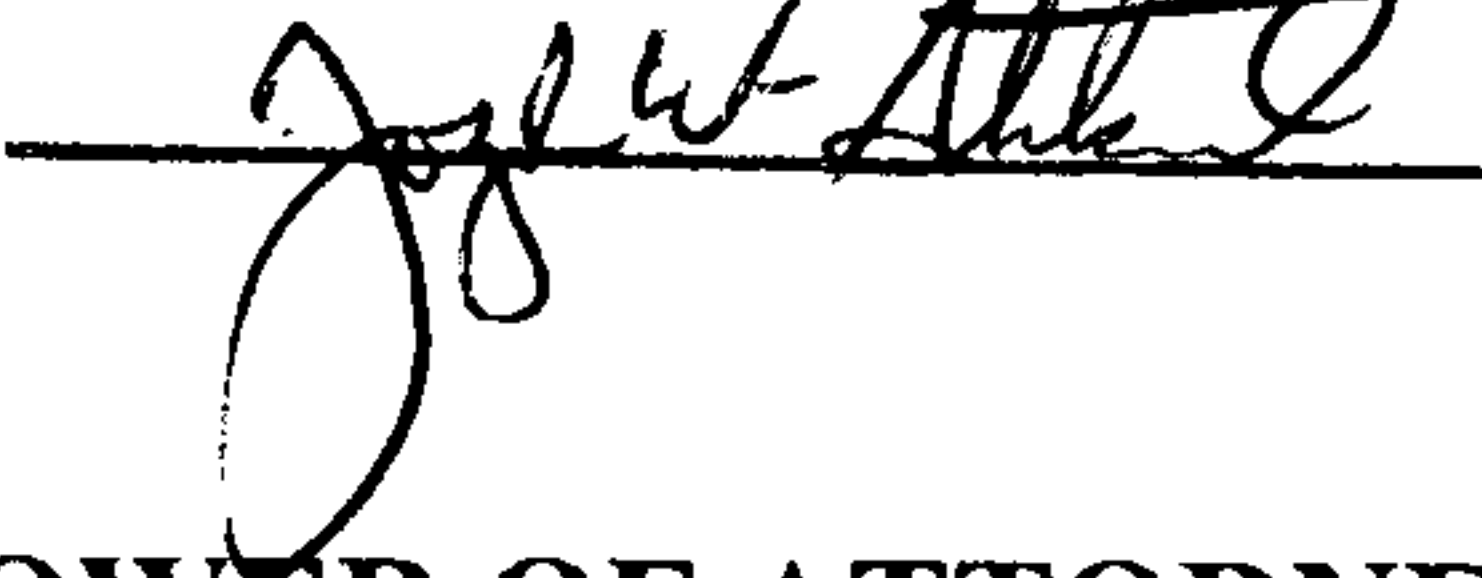


  
Notary Public  
My commission expires: 11/5/17

STATE OF ALABAMA )

JEFFERSON COUNTY )

This Is A True And Correct Copy

 12/05/2014

**DURABLE POWER OF ATTORNEY OF**

**GLORIA DENNEY ISRAEL**

**Section I: Appointment of Agent:**

- A. I, **GLORIA DENNEY ISRAEL**, the Principal, hereby name my three (3) children, **CYNTHIA ISRAEL BRUNDIGE**, **GREGORY WILLIAM ISRAEL**, and **CONSTANCE DENNEY ISRAEL**, to serve, jointly and severally, as my Agent. My Agents' addresses and telephone numbers are:

*Cynthia Israel Brundige:*

1718 Edgeland Avenue  
Louisville, KY 40204

Home: 

Cell: 

*Gregory William Israel:*

2513 Toll Gate Road SE, Apt K  
Huntsville, AL 35801

Home: 

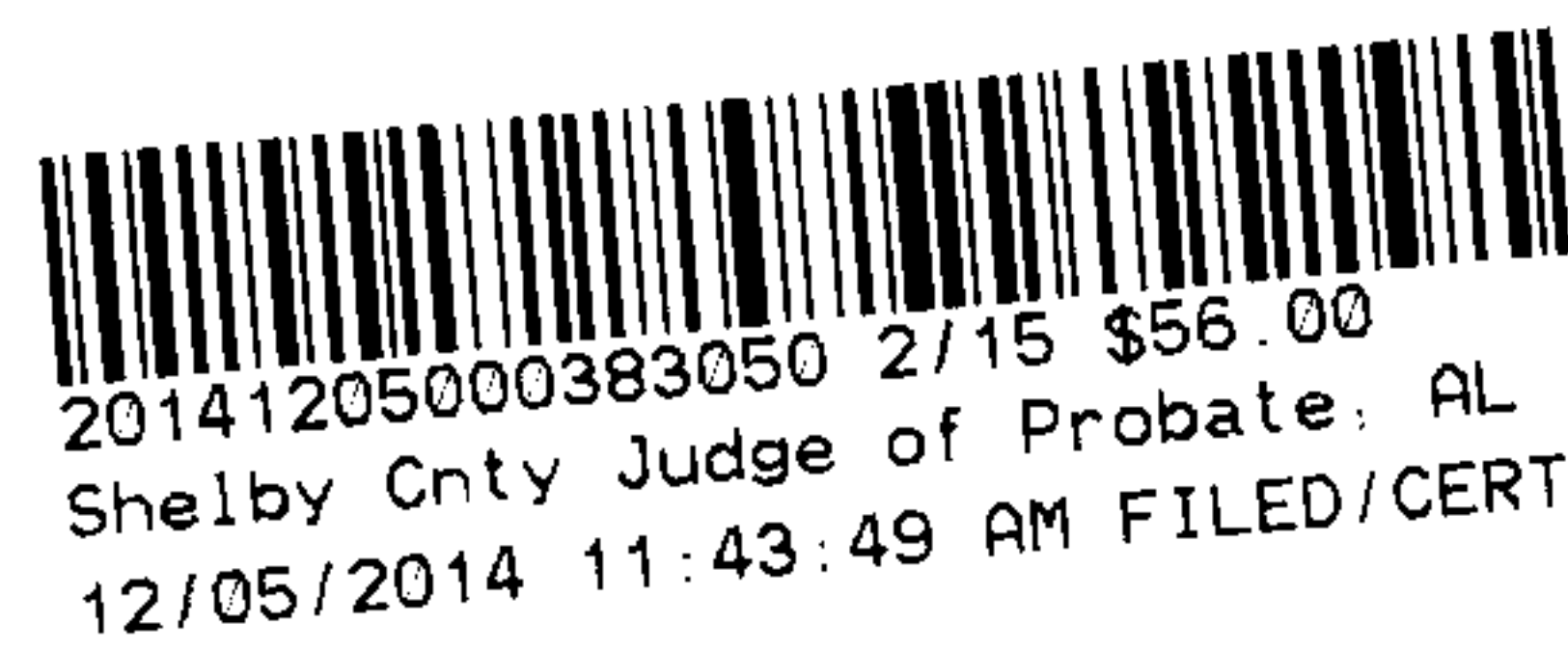
Cell: 

*Constance Denney Israel:*

170 Sugarloaf Street  
Sedona, AZ 86351

Cell: 

- B. If one or two of my Agents named above is unable or unwilling to act for me for any reason, the remaining Agent or Agents may continue to serve as my Agent. An Agent who has renounced his or her nomination to serve as my Agent at any time may later choose to serve as Agent again by notifying the Agent or Agents who are then serving, and may also later assume the duties as sole Agent upon the resignation or death of the other named Agents.
- C. ***Multiple Agents.*** I have named three (3) individuals within this instrument to serve jointly and severally as my Agent and attorney in fact. It is my intention that any one of these Agents, acting independently, may act on my behalf in each and every deed, matter and thing whatsoever in and about my estate, property, and





affairs, and that no person, firm, or corporation dealing with any one of my Agents under the authority of this instrument is obligated to inquire or seek the consent of the other named Agents. No person, firm or corporation who may act in reliance upon the representation of one of my Agents shall incur liability to me or my estate as a result of permitting any one of my Agents to exercise any power independently of the other named Agents.

**Section II: Effective Date and Revocation of Prior Powers of Attorney:**

This power of attorney becomes effective immediately upon execution by me. I revoke all prior powers of attorney executed by me.

**Section III: Grant of General Authority:**

Except as otherwise provided in this durable power of attorney, I authorize my agent and any successor agent to exercise or perform any act, power, duty, right, or obligation whatsoever that I have or may hereafter acquire relating to any person, matter, transaction, or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in paragraphs A through N below. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present. This power of attorney shall not terminate on my disability, incompetency or incapacity but shall be fully effective, notwithstanding that I am disabled, incompetent or incapacitated or any uncertainty as to whether I am dead or alive subsequent to its execution. *I MAY DELETE (BY CROSSING OUT AND PLACING MY INITIALS NEXT THERETO) ANY POWER ENUMERATED IN PARAGRAPHS "A" THROUGH "N" BELOW.* If none of the powers are deleted, this power of attorney shall be construed and interpreted as a general power of attorney and I grant my Agent and any Successor Agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama of 1975.

A. ***Real Property (§26-1A-204).*** To: (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 real 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 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 payment of my debts or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust; conditional



sale 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 me, including; (i) insuring against liability or casualty or other loss; (ii) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; (iii) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and (iv) purchasing supplies, hiring assistance or 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 I have, or claim 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: (i) selling or otherwise disposing of them; (ii) exercising or selling an option, right of conversion, or similar right with respect to them; and (iii) 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 real property in which I have, or claim to have, an interest.

B. ***Tangible Personal Property (§26-1A-205).*** To: (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 my debts or a debt guaranteed by me; (4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property; and (5) manage or conserve tangible personal property or an interest in tangible personal property on my behalf, including: (i) insuring against liability or casualty or other loss; (ii) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; (iii) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (iv) moving the property from place to place; (v) storing the property for hire or on a gratuitous bailment; and (vi) using and making repairs, alterations, or improvements to the property; and (6) change the form of title of an interest in tangible personal property.

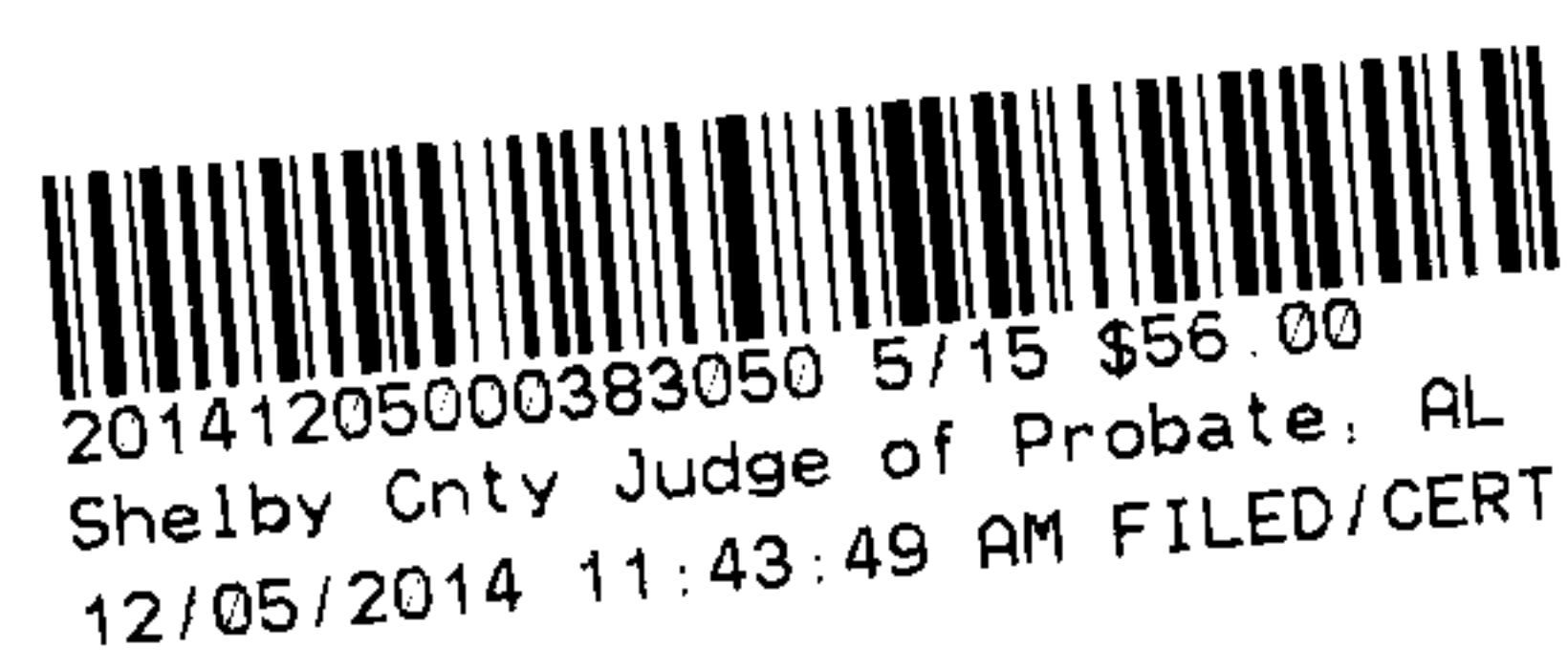
C. ***Stocks and Bonds (§26-1A-206).*** To: (1) buy, sell, and exchange stocks and bonds; (2) establish, continue, modify, or terminate an account with respect to stocks and bonds; (3) pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of my debts; (4) receive certificates 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.



D. ***Commodities and Options (§26-1A-207)***. To: (1) buy, sell, exchange, assign, settle, and exercise commodity future 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.

E. ***Banks and Other Financial Institutions (§26-1A-208)***. To: (1) continue, modify, and terminate an account or other banking arrangement made by me or on my behalf; (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; (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 mine 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 mine necessary to borrow money or pay, renew, or extend the time for payment of my debts or a debt guaranteed by me; (8) make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due; (9) receive for me 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 payment with respect to commercial paper or a financial transaction with a financial institution.

F. ***Operation of Entity or Business (§26-1A-209)***. To: (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 I have, may have, or claim 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 I am 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 I have or claim 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 I am a party concerning stocks and bonds; (7) with respect to an entity or business owned solely by me: (i) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the power of attorney; (ii) determine (A) the location of its operation; (B) the nature and extent of its business; (C) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (D) the amount and types of insurance carried; and (E) the mode of engaging, compensating and dealing with its employees and accountants, attorneys, or other





advisors; (iii) change the name or form of organization under which the entity or business 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 (iv) demand and receive money due or claimed by me or on my 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 I have 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 I am 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 me 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 power of attorney.

G. ***Insurance and Annuities (§26-1A-210).*** To: (1) continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to either me or another person, whether or not I am a beneficiary under the contract; (2) procure new, different, and additional contracts of insurance and annuities for me and my 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; (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 I have or claim 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 my life; (11) collect, sell, assign, hypothecate, borrow against, or pledge my interest 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 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.

H. ***Estates, Trusts and Other Beneficial Interests (§26-1A-211).*** 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 I am, may become, or claim to be, entitled by reason of the fund, by litigation or otherwise; (3) exercise for my benefit a presently exercisable general power of appointment held by me; (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 mine; (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 mine 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 me as settler (or by me and my spouse as settlers); and (8) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund. In this paragraph, "estates, trusts, and other beneficial interests" means a trust, probate trust, guardianship, conservatorship, escrow, or custodianship or a fund from which I am, may become, or claim to be, entitled to a share or payment.

I. ***Claims and Litigation (§26-1A-212).*** To: (1) assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by me, 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 me in litigation; (5) submit to alternative dispute resolution, settle, and propose or accept a compromise; (6) waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon which process directed to me may be served, execute and file or deliver stipulations on my 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 me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me 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 mine in property or other thing of value; (8) pay a judgment, award, or order against me 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.

J. ***Personal and Family Maintenance (§26-1A-213).*** To: (1) perform the acts necessary to maintain the customary standard of living for me and my spouse and the following individuals, whether living when the power of attorney is executed or later born: (i) the principal's children; (ii) other individuals legally entitled to be supported by the principal; and (iii) the individuals whom the principal has customarily supported or indicated the intent to support; and (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 purchase, lease, or other contract or by paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by me or occupied by those individuals; (4) provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food and other current living costs for the individuals described in (1); (5) pay expenses for necessary health care and custodial care on behalf of the individuals described in (1); (6) act as my personal representative pursuant to the Health Insurance Portability and Accountability Act, as amended, the Social Security Act, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by me or anyone authorized under the law of this state to consent to health care on my behalf; (7) continue any provision made by me for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in (1); (8) maintain credit and debit accounts for the convenience of the individuals described in (1) and open new accounts; and (9) continue payments incidental to the membership or affiliation of mine in a religious institution, club, society, order, or other organization or to continue contributions to those organizations. The agent's authority with respect to the foregoing is neither dependent upon, nor limited by, authority that the agent may or may not have with respect to gifts under this power of attorney.

**K. *Benefits from Governmental Programs or Civil or Military Service*** (§26-1A-214). To: (1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowances and reimbursements for transportation of the individuals described in (1) of paragraph J above, and for shipment of their household effects; (2) take possession and order the removal and shipment of property of mine from a post, warehouse, depot, dock, or other place of storage or 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 my behalf, a benefit or program; (4) prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I 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 I may be entitled to receive under a statute or regulation; and (6) receive the financial proceeds of a claim described in (4) and conserve, invest, disburse, or use for a lawful purpose anything so received. In this paragraph, "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.

**L. *Retirement Plans.*** (§26-1A-215). To: (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan; (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 my 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. In this paragraph, "retirement plan" means a plan or account created by an employer, me or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under Sections 408, 408A, 408(q), 403(b), 401(a) 457(b) and 409A of the IRC, as amended.

M. **Taxes. (§26-1A-216).** 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 Section 2032A of the IRC, as amended, closing agreements, and any power of attorney required by the IRS 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 IRS or other taxing authority; (3) exercise any election available to me under federal, state, local, or foreign tax law; and (4) act for me in all tax matters for all periods before the IRS, or other taxing authority.

N. **Gifts (§26-1A-217).** To: (1) make outright to, or for the benefit of, a person including the agent, a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me, 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), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; (2) consent, pursuant to Internal Revenue Code Section 2513, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses; (3) An agent may make a gift of my property only as the agent determines is consistent with my objectives if actually known by the agent and, if unknown, as the agent determines is consistent with my best interest based on all relevant factors, including: (i) the value and nature of my property; (ii) my foreseeable obligations and need for maintenance; (iii) minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes; (iv) eligibility for a benefit, a program, or assistance under a statute or regulation; and (v) my personal history of making or joining in making gifts. In this paragraph, 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, as amended.

#### **Section IV: Acts Requiring Specific Grant of Authority:**

Notwithstanding my grant of general authority to do an act described in Section III above, my agent **may not** perform any of the following specific acts for me **unless** I have initialed the specific authority listed below:



\_\_\_\_\_ 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 power of attorney

\_\_\_\_\_ Create or change rights of survivorship

\_\_\_\_\_ Create or change a beneficiary designation

GDI

\_\_\_\_\_ Authorize another person to exercise the authority granted under this 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

**Section V: Limitations on Agent's Authority:**

An agent that is not my ancestor, spouse, or descendant *may not* use my property to benefit the agent or a person to whom the agent 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 to make gifts, the following shall apply:

- (a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. §2041 and 26 U.S.C. §2514 of the Internal Revenue Code of 1986, as amended.
- (b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

**Section VI: Durable Power of Attorney for Medical Treatment:**

A. For the purposes of providing the finest medical services available for me, I specifically grant to the Agents named herein temporary guardianship and authority to consent,



refuse, withdraw consent, to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including but not limited to artificial respiration, nutrition and hydration, and cardiopulmonary resuscitation; and

B. To determine my place of residence from time to time, to arrange for my admission to or discharge from hospitals, nursing homes, rest homes or other care facilities or institutions; to consent to treatment, and to make application for insurance, pension or employee benefits related to such health care and treatment, including, but not limited to, benefits under Social Security, Medicare and Medicaid; to obtain on my behalf copies of medical reports, summaries or other related information concerning me made or taken before or after the date of this instrument, including, but not limited to, records and/or communications, and to execute any written consents on my behalf for the disclosure of such records and communications under any provisions or act, referred to or defined by federal statute, statutes of any state of the United States or ordinances, rules or requirements of any local governmental municipality, authority or agency.

C. Effective immediately and continuously until my death or revocation by a writing signed by me or someone authorized to make health care treatment decisions for me, I authorize all healthcare providers or other covered entities to disclose to my Agent, upon my Agent's request, any information, oral or written, regarding my physical or mental health, including, but not limited to, medical and hospital records, including what is otherwise private, privileged, protected or personal health information, including but not limited to, health information as defined and described in the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191, 110 Stat. 2024), the regulations promulgated thereunder and any other state or local laws and rules. Information disclosed by a healthcare provider or other covered entity may be redisclosed and may no longer be subject to the privacy rules provided by 45 CFR § 164.

D. To contract on my behalf for any health care related service without my Agent incurring personal financial liability for such contracts; and

E. To hire, fire, and contract for any and all necessary medical personnel responsible for my care; and

F. To take any and all other necessary action necessary to do what I authorize here, including but not limited to granting any waiver or release from liability required by any hospital, physician, or other health care provider, executing documents relating to refusal of treatment or the discharge from a facility against medical advice and pursuing any legal action in my name or on my behalf and at the expense of my estate to force compliance with the Agent's wishes.



## **Section VII: Nomination of Conservator or Guardian:**

A. ***Nomination.*** If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate for appointment the Agent or Agents I have named in Section I above, in the order as listed.

B. ***Relation of Agent to Court Appointed Fiduciary.*** If a court appoints a conservator of my estate or other fiduciary charged with the management of all of my property or all of my property except specified exclusions, the agent, during the period of such appointment, shall account to such fiduciary and me. In such event, the fiduciary shall have the same power to revoke or amend this power of attorney that I would have had if I were not disabled, incompetent or incapacitated.

## **Section VIII: Miscellaneous:**

A. ***Reliance.*** Any person (including my agent) may rely upon the validity of this power of attorney unless the person has actual knowledge that (i) the power of attorney is void, invalid, or terminated; (ii) the agent's authority is void, invalid or terminated, or (iii) the agent is exceeding or improperly exercising the agent's authority.

B. ***Termination of Power of Attorney.*** This power of attorney shall terminate (i) upon my death; (ii) if revoked by me or by a fiduciary appointed by a court for me, or (iii) if I revoke the agent's authority hereunder (or the agent dies, becomes incapacitated, or resigns) and this power of attorney does not provide for a successor agent to act hereunder.

C. ***Termination of Agent's Authority.*** An agent's authority shall terminate if (i) I revoke the authority, (ii) the agent dies, becomes incapacitated, or resigns, (iii) my spouse is my agent, if an action is filed for the divorce or annulment of our marriage or our legal separation, and (iv) the power of attorney terminates under paragraph B of this Section.

D. ***Resignation of Agent.*** An agent may resign by giving notice to me. If I am incapacitated such notice may be given (i) to the conservator, or guardian if there is no conservator, if either has been appointed for me, and to any co-agent or successor agent; or (ii) if there is no person described in (i), then to my caregiver, another person reasonably believed by the agent to have sufficient interest in my welfare, or a governmental agency having authority to protect my welfare.

E. ***Authority of Successor Agent.*** A successor agent shall have the same authority as that granted to the original agent. A successor agent shall not act until all predecessor agents to such successor have resigned, died, become incapacitated, are no longer qualified to serve, or have declined to serve.

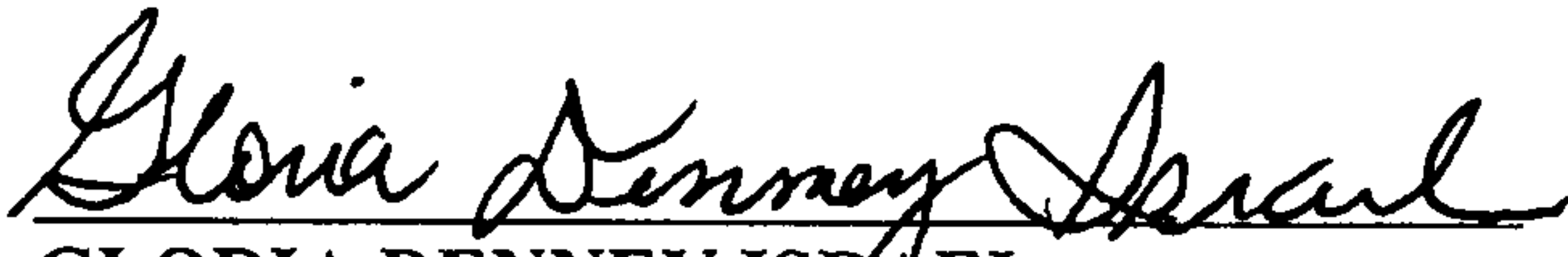


F. **Reimbursement and No Compensation.** The agent shall be entitled to reimbursement of expenses reasonably incurred on my behalf. Neither my agent nor any successor agent shall be entitled to compensation for services rendered.

G. **Photocopy.** A photocopy or electronically transmitted copy of this original power of attorney shall have the same effect as the original. The agent may use such copy for the purpose of presenting notice of this power of attorney and the power of the agent to act hereunder.

H. **Interpretation and Governing Law.** This power of attorney shall be construed and interpreted as a general durable power of attorney. Except as otherwise provided herein, the enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent. The meaning and effect of this power of attorney shall be determined by the law of the State of Alabama. The Alabama Uniform Power of Attorney Act shall govern all questions as to the validity of this power of attorney and the construction of its provisions.

Executed this 20<sup>th</sup> day of November, 2013.

  
GLORIA DENNEY ISRAEL  
2831 Highland Avenue South  
Birmingham, AL 35205

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public, in and for the County in this State, hereby certify that **GLORIA DENNEY ISRAEL**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she executed the same voluntarily on the day the same bears date.

Given under my hand this 20<sup>th</sup> day of November, 2013.

  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 11, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:  
Joseph W. Strickland  
GLOOR, STRICKLAND & HAGGERTY, LLP  
100 Williamsburg Office Park, Suite 100  
Birmingham, Alabama 35216  
(205) 822-1223





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## IMPORTANT INFORMATION FOR AGENT

### A. *Agent's Duties*

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

*(Principal's Name) by (Your Signature) as Agent*

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### B. *Termination of Agent's Authority*

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or




- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

**C. Liability of Agent**

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

(Act 2011-683, §1)

  
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Shelby Cnty Judge of Probate, AL  
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