

**ALABAMA POWER OF ATTORNEY**

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**01/13/2015 01:36:57 PM**  
**POA 1/4**

**DESIGNATION OF AGENT(S)**

I, **DAVID M. CAPUTO**, having an address at 3425 Wisconsin Ave, Apt. 50, Vicksburg, MS 39180, hereby make, constitute and appoint my spouse **LINDA L. CAPUTO**, having an address at 588 Missions Hills Road, Alabaster, AL 35007, as my agent TO ACT in my name, place and stead in any way which I could do, if I were personally present, to the extent that I am permitted by law to act through an agent with respect to each subject that I choose below:

**GRANT OF GENERAL AUTHORITY**

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 Statutory Form Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:

If you wish to grant general authority over all of the subjects enumerated in this section you may SIGN here:

*NOT Signed*  
\_\_\_\_\_  
DAVID M. CAPUTO

If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:

- DMC 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-270
- \_\_\_\_\_ Estates, Trusts and Other Beneficial Interests as defined in Section 26-1A-271
- \_\_\_\_\_ 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



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**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My agent MAY NOT do any of the following seven specific acts for me UNLESS I have INITIALED the specific authority below:

(CAUTION: Granting any of the following will give your agent the authority to take actions 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.)

- ☐ 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-271 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
- ☐ 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

I authorize my agent to sell, grant options upon, convey with or without covenants, exchange, lease, assign, transfer, encumber or otherwise dispose of the property located at **588 Missions Hills Road, Alabaster, AL 35007** which I own, together with all improvements thereon and rights relating thereto, in such manner, at such times, for such prices, and upon such terms and conditions as my agent may deem necessary or appropriate; to possess, recover, manage, hold, control, develop, subdivide, partition, or otherwise deal with the property; to make repairs, replacements and improvements, structural or otherwise; to borrow money at such interest rates and upon such terms and conditions as my agent may deem necessary or appropriate, and to provide security therefor by mortgage or pledge of any property; to satisfy, discharge, release or extend the term of any mortgage or deed of trust; to apply for zoning, rezoning or other governmental permits; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the property; to abandon property if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to permit property to be lost by tax sale, foreclosure or other proceeding or to convey property for a nominal consideration or without consideration; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, affidavits, transfer tax returns, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my agent may deem necessary or appropriate; to deposit and withdraw any sums to or from any bank, savings or similar account maintained by me in connection with the property or the sale thereof; to deal with all matters relating to insurance regarding the property, including the procurement and maintenance thereof; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection



with the property or the sale thereof; to employ such agents, attorneys, accountants, investment counsel, trustees, caretakers and other persons and entities providing services or advice, irrespective of whether my agent may be associated therewith, and to rely upon information or advice furnished thereby or to ignore the same, and to delegate duties hereunder and pay such compensation, as my agent may deem necessary or appropriate; to do, execute, perform and finish for me and in my name all things which my agent shall deem necessary or appropriate in connection with the sale of the property.

#### 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. Sec. 2041 and 26 U.S.C. Sec. 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.

#### SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions below: NONE

#### EFFECTIVE DATE

This power of attorney is effective immediately.

This power of attorney is a durable power of attorney, and it shall not be affected by my becoming disabled, incompetent or incapacitated or the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

#### RELIANCE ON THIS POWER OF ATTORNEY

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this power of attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third

party. I, for myself and my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied upon the provisions of this power of attorney.

GOVERNING LAW

This power of attorney shall be governed by Alabama law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

IN WITNESS WHEREOF, I have executed this power of attorney this 25th day of November, 2014.


  
DAVID M. CAPUTO

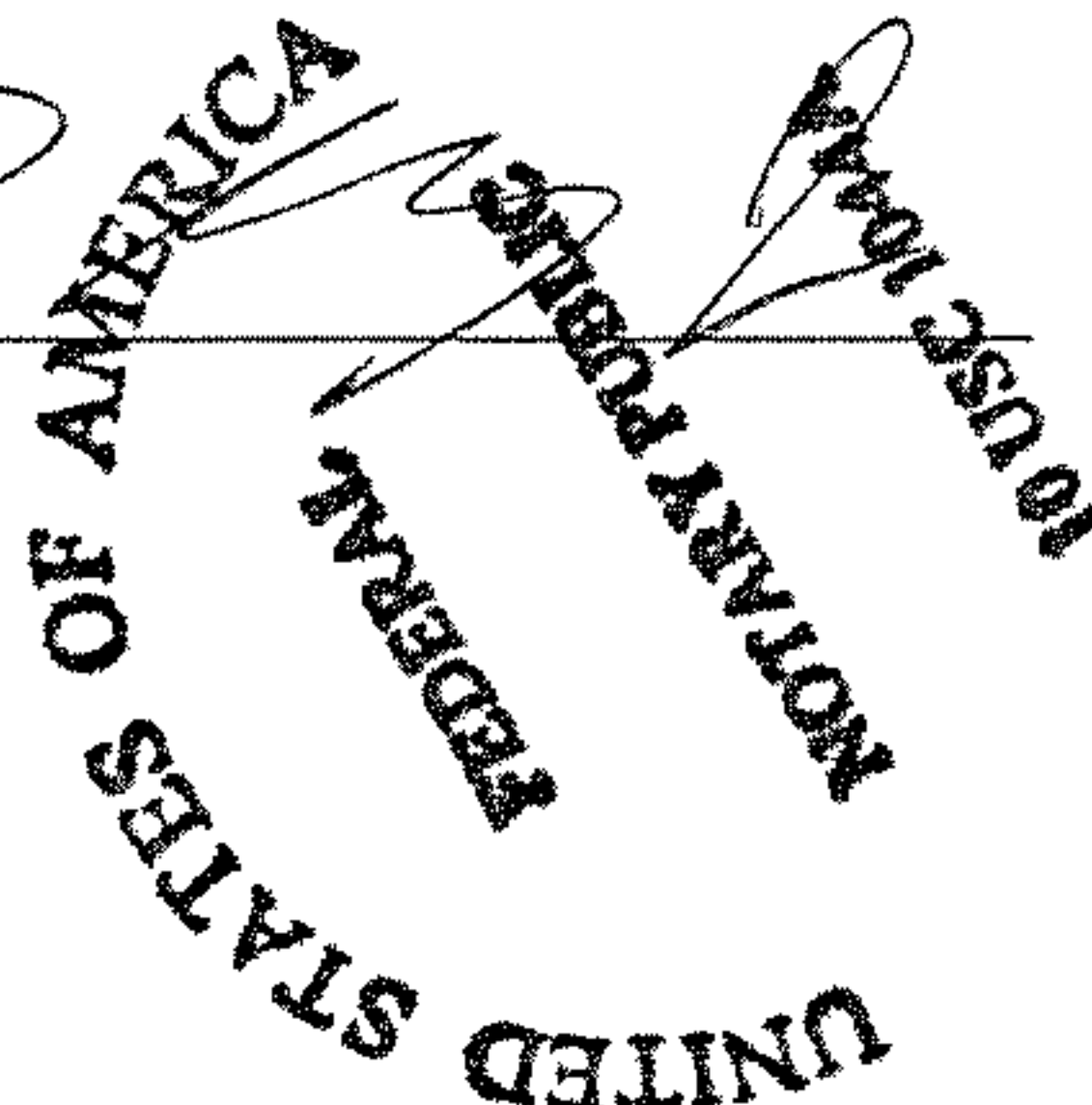
WITH THE UNITED STATES ARMED FORCES  
AT 412 THEATER ENGINEER COMMAND

I, CPT Robert L. Gray, Jr., a person authorized to administer oaths under Title 10 U.S.C. 1044a, hereby certify that DAVID M. CAPUTO, whose name is signed to the foregoing power of attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said power of attorney, he executed the same voluntarily on this 25 day of November, 2014.

Given under my hand this 25 day of November, 2014.

I, the undersigned officer, do hereby certify that I am, on the date of this certificate, a person with the power described in Title 10 U.S.C. 1044a of the grade, branch of service, and organization stated below in the active service of the United States Armed Forces, or an authorized civilian attorney under Title 10 U.S.C. 1044a, and that by statute no seal is required on this certificate, under authority granted to me by Title 10 U.S.C. 1044a.

  
Officer



ROBERT L. GRAY, JR. My commission expires:  
CPT, JA: indefinite  
412 Theater Engineer Command

10 USC 1044A



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
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\$23.00 CHERRY  
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