

LIMITED (DURABLE) POWER OF ATTORNEY

I, **Franklin Wilson Killingsworth**, whose address is *277 Shawnda Lane, Calera, AL 35040*, Phone number: [REDACTED] the Principal, hereby create this General Power of Attorney for the purpose of enabling the Agent named below to act as the Principal's agent and attorney-in-fact on all matters at all times, either before or after the disability of the Principal.

1. **Designation of Agent.** The Principal hereby designates and appoints his/her spouse, **Denise Hicks Killingsworth**, whose address is *277 Shawnda Lane, Calera, AL 35040*, whose telephone number: [REDACTED] to be the Principal's agent and attorney-in-fact to act in the Principal's name and stead for ALL purposes under Section 26-1A-301 of the Alabama Power of Attorney Act and as stated hereinafter.

2. **Effective Date.** This General Power of Attorney and the powers conferred herein shall be effective as of the date of the execution of this General Power of Attorney by the Principal, which date is set forth below.

3. **Disability or Disappearance of Principal.** This General Power of Attorney shall not be affected by the disability of the Principal. The powers and authority conferred to the Agent in this instrument shall be fully exercisable by the Agent notwithstanding the subsequent disability or incapacity of the Principal or the later uncertainty as to whether the Principal is alive or dead. All acts performed by the Agent pursuant to this General Power of Attorney during any period of disability or incompetence of the Principal or during any period of uncertainty as to whether the Principal is alive or dead shall have the same effect and inure to the benefit of and bind the Principal, or the heirs, devisees, and personal representative thereof, to the same extent as if the Principal were alive, competent and not disabled.

4. **Powers of Agent.** The Agent acting under this General Power of Attorney shall have the full power and authority to do and perform every act and thing to the same extent as the Principal could do if personally present and under no disability for the purposes set out hereinbelow. The Agent shall have all of the powers, rights, discretions, elections, and authority conferred by statute, the common law, or rule of court or governmental agency that are reasonably necessary for the Agent to act on the Principal's behalf for the following acts:

To purchase one or multiple parcels of real estate in Jefferson Parish, Louisiana, and to perform any and all acts necessary to consummate, close and finalize the purchase of such real estate whether by a cash transaction, by applying for and utilizing a bank loan or mortgage or via any other lawful method.

Cf.
sub

5. **Limitation of Power of Agent.** An agent that is not my ancestor, spouse, or descendent 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.

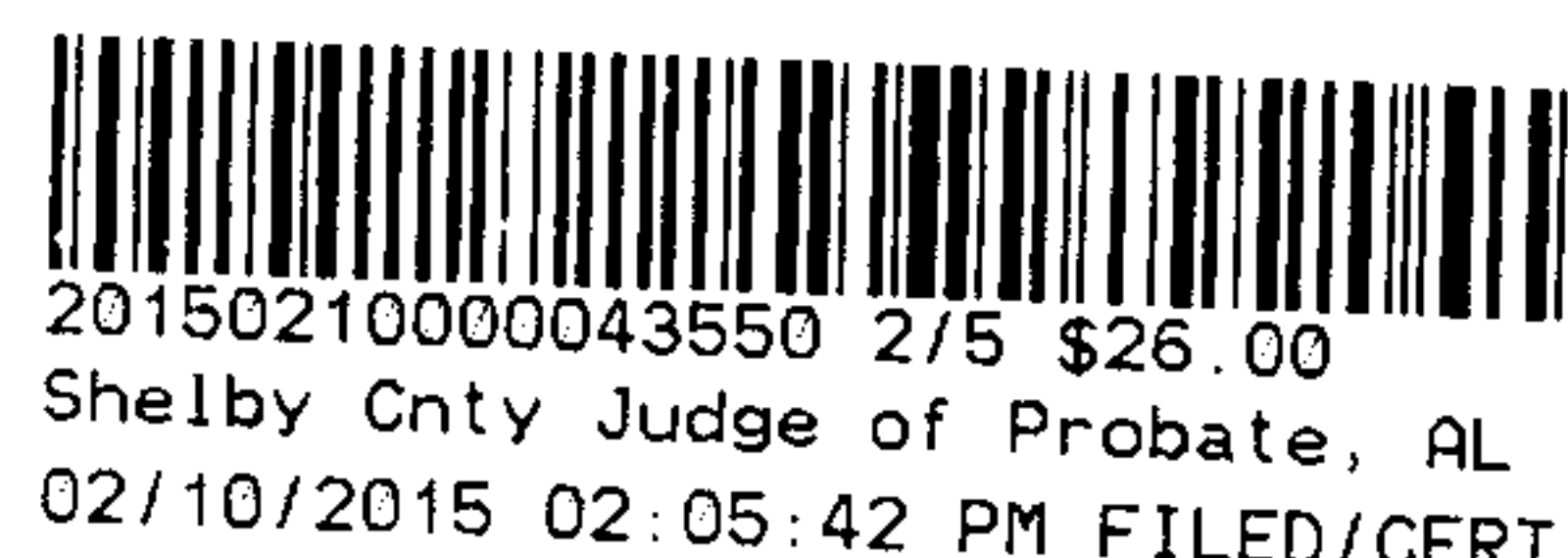
Except for any Special Instructions given herein to the agent to make gifts, the following shall apply:

- (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) Notwithstanding any other provision of this General Power of Attorney, the Agent shall have no rights or powers hereunder with respect to any act, power, duty, right or obligation relating to any person, matter, transaction or property held or possessed by the Principal as a trustee, custodian, personal representative or other fiduciary capacity.

6. **Ratification.** The Principal hereby ratifies, acknowledges and declares valid all acts performed by the Agent on the Principal's behalf prior to the effective date of this General Power of Attorney.

7. **Revocation and Termination.** 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 included:

- (a) Death of the Principal;
- (b) The Principal's revocation of the power of attorney or your authority;
- (c) The occurrence of a termination event specifically stated in the power of attorney;
- (d) The purpose of the power of attorney is fully accomplished; or
- (e) 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.



Handwritten signature

This General Power of Attorney shall not be revoked or otherwise become ineffective in any way by the mere passage of time, but rather shall remain in full force and effect until the occurrence of one of the power events.

The Principal hereby revokes any and all general powers of attorney previously executed by the Principal, if any, and the same shall be of no further force or effect.

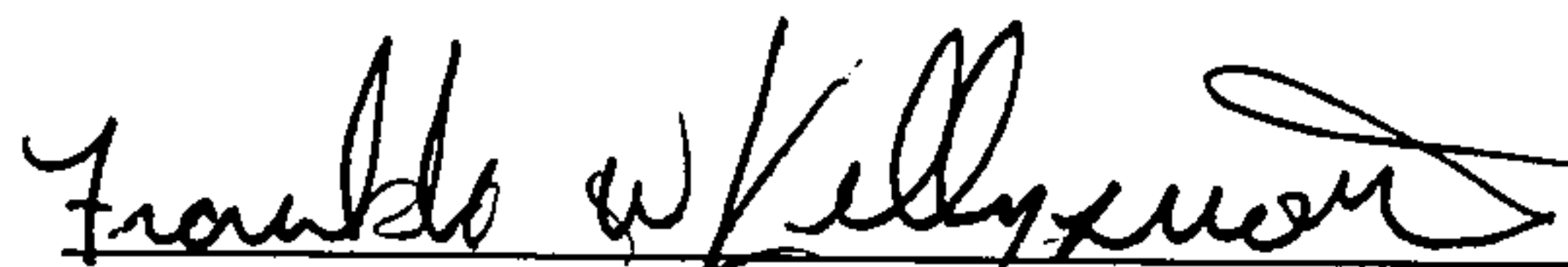
8. **Construction.** This General Power of Attorney is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to its validity and as to the construction of its provisions. This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers is not intended to limit or restrict the general powers granted to the Agent in this instrument.

9. **Reliance.** Third parties may rely upon the representations of the Agent as to all matters related to any power granted to the Agent in this instrument, and no person who acts in reliance upon the representation of the Agent shall incur any liability to the Principal or the Principal's estate as a result of permitting the Agent to exercise any power. Third parties may rely upon a photocopy of this executed General Power of Attorney to the same extent as if the copy were an original of this instrument.

10. **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.

IN WITNESS WHEREOF, the Principal has executed this General Durable Power of Attorney on the 10 day of FEB., 2015.


Franklin Wilson Killingsworth
Principal


20150210000043550 3/5 \$26.00
Shelby Cnty Judge of Probate, AL
02/10/2015 02:05:42 PM FILED/CERT

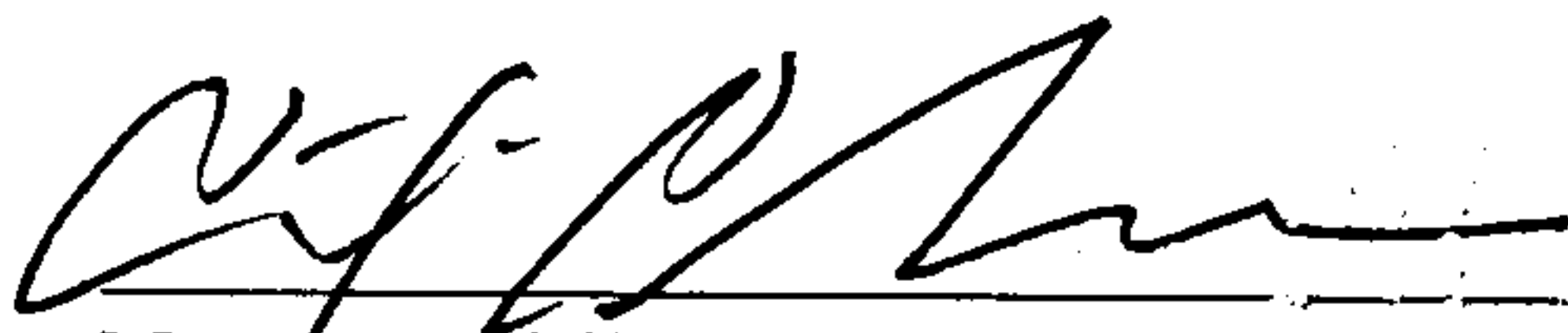


Acknowledgment & Notary as to PRINCIPAL

State of Alabama)
)
County of Shelby)

On the 10 Day of February, 2015, before me the undersigned Notary Public, in and for said County and State, personally appeared, **Franklin Wilson Killingsworth**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument subscribed to me that the entity, upon whose behalf he/she acted voluntarily, executed the instrument.

WITNESS my hand and official seal this the 10 Day of February, 2015.



Notary Public
My Commission Expires: 09 March, 2016

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, **Denise Hicks Killingsworth**, certify under penalty of perjury that **Franklin Wilson Killingsworth**, the Principal, granted me authority as an agent or successor agent in a Power of Attorney dated the 10 Day of FEB., 2015.

I further certify that to my knowledge:

- (a) The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
- (b) If the Power of Attorney was drafted to become effective upon the happening of any event or contingency, the event or contingency has occurred; if I was named as a successor agent, the prior agent is no longer able or willing to serve.

The Agent named below agrees to serve as the Principal's agent and attorney-in-fact pursuant to the terms set forth above in this document.



20150210000043550 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
02/10/2015 02:05:42 PM FILED/CERT



Denise Hicks Killingsworth
Denise Hicks Killingsworth
Agent's Signature

[REDACTED]
Agent's Phone Number

277 Shawnda Lane Calera AL
Agent's Address 35040

2-10-2014
Date

Acknowledgment & Notary as to AGENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

On the 10 Day of FEB., 2015, before me the undersigned Notary Public, in and for said County and State, personally appeared, **Denise Hicks Killingsworth**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument subscribed to me that the entity, upon whose behalf he/she acted voluntarily, executed the instrument.

WITNESS my hand and official seal on this the 10 Day of FEB., 2015.

[Signature]
Notary Public
My Commission Expires: 09 March, 2016

This Instrument Was Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, Alabama 35040


20150210000043550 5/5 \$26.00
Shelby Cnty Judge of Probate, AL
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[Signature]