

## GENERAL AND DURABLE POWER OF ATTORNEY

STATE OF ALABAMA     )  
                                      )  
COUNTY OF SHELBY     )

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**KNOW ALL MEN BY THESE PRESENTS**, that I, **ANN B. AYCOCK**, as principal ("**Principal**"), a resident of the State and County aforesaid, have made, constituted and appointed and by these present do make, constitute and appoint, **ROBERT WAYNE AYCOCK**, as my true and lawful Attorney in Fact ("**Agent**"), to do and execute all or any of the following acts, deeds, and things, as fully as I might or could if I were as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present. If my spouse, **ROBERT WAYNE AYCOCK** shall die, resign, become incompetent or otherwise cease to serve as my Attorney-In-Fact hereunder, then I make, constitute and appoint my daughter, JAN BROCATO, as my Attorney-In-Fact successor, with all of the powers, duties and authorities originally granted to my Attorney-In-Fact herein, to wit:

1. To forgive, request, demand, sue for, recover, elect, receive, hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, bonds, dividends, certificate of deposit, social security, insurance, annuities, pension, profit sharing, retirement, and all other documents of title, all property and all property rights, and demands whosoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts or other sufficient discharges for the same.

2. To buy, receive lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, pledge, transfer, exchange, quitclaim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whosoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as **Agent** shall think proper, and no person dealing with **Agent** shall be bound to see to the application of any monies paid.

3. To take, hold, possess, invest, or otherwise manage any or all of my property or any interest thereon; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve and same or an part thereof, and/or to lease any property for me or for my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents issues and profits of my property.

4. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interest in limited partnerships, real estate or any interest in real estate, whether or not productive at the time of investment, interests in trust, investment trusts, whether of the open

and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investment by fiduciaries.

5. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, or other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the right and powers herein granted.

6. To pay any and all indebtedness of mine in such manner and at such times as **Agent** may deem appropriate.

7. To borrow money for any purpose, with or without security or on mortgage or pledge of any property.

8. To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto, incorporate, reorganize, merge, consolidated, recapitalize, sell, liquidated or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options.

9. To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift splitting provisions or other tax election; and to prepare, sign and file any claims for refund of a tax.

10. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting **Agent** to exercise this power.

11. To execute any and all contracts of every kind or nature.

12. To make health care decisions on my behalf and to execute any and all instruments of every kind or nature necessary to further my health care which shall include the following:

- A. To consent, refuse, or 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, nutritional support and hydration, and cardiopulmonary resuscitation;
- B. To have access to medical records and information to the same extent that I am entitled to, including the right to disclose the contents to others;
- C. To authorize my admission to or discharge (even against medical advice) from any Hospital, nursing home, residential care, assisted living or similar facility or service;

- D. To contract on my behalf for any health care related service or facility on my behalf, without my **Agent** incurring personal financial liability for such contracts;
- E. To employ and discharge medical, social service, and other support personnel responsible for my care;
- F. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain even though such use may lead to physical damage, addiction, or hasten the moment of (but not intentionally cause) my death;
- G. To take any other 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; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with my wishes as determined by my **Agent**, or to seek actual or punitive damages for the failure to comply.
- H. Withdrawing consent to intervention already in use, whether started with my or my **Agent's** consent, or started without my or my **Agent's** consent.

13. In the event any of the powers given to my **Agent** should conflict with my wishes set forth in my Living Will, I direct that my wishes set forth in my Living Will shall take precedence over the powers given herein.

As used herein the term "**property**" includes any property real or personal, tangible or intangible, wheresoever situated.

All conveyances, papers, instruments, documents or writings executed, in my name and behalf by **Agent** shall be in such form and contain such provisions as shall be satisfactory to **Agent**.

The execution and delivery by **Agent** of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of **Agent's** approval of the consideration therefore, and of the form and contents thereof, and that **Agent** deem the execution thereof in my behalf necessary or desirable.

Any person, firm or corporation dealing with **Agent** under the authority of this instrument is authorized to deliver to **Agent** all considerations of every kind or character with respect to any transactions so entered into by **Agent** and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of **Agent** as to all matters relating to any power granted to **Agent**, and no person who may act in reliance upon the representation of **Agent** or the authority granted to **Agent** shall incur any liability to me or my estate as a result of permitting **Agent** to exercise any power. **Agent** shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by **Agent** on my behalf pursuant to any provisions of this General and Durable Power of Attorney but **Agent** shall not be entitled to compensation for services rendered hereunder.

The resignation of the original Attorney in Fact may be evidenced by an instrument in writing delivered to the successor Attorney in Fact above named. The original Attorney in Fact may be determined by a statement of a physician delivered to the successor Attorney in Fact.

The rights, powers and authority of my said Attorney in Fact herein granted shall not be in affected by disability, incompetency, or incapacity, of said principal, **ANN B. AYCOCK**, and shall remain in full force and effect until death of said principal, **ANN B. AYCOCK**.

**Principal** may revoke this General and Durable Power of Attorney at any time by written instrument delivered to **Agent**.

**IN WITNESS WHEREOF**, I have executed this General and Durable Power of Attorney in one counterpart, and I have directed that photostatic copies of the Power be made, which shall have the same force and effect as an original.

**DATED** this the 11 day of December, 2007.

  
Principal: **ANN B. AYCOCK**

**STATE OF ALABAMA**     )  
  )  
**SHELBY COUNTY**        )

I, the undersigned, a Notary Public in and for said State and County hereby certify that **ANN B. AYCOCK**, whose name is signed to the foregoing General and Durable Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the contents of the General and Durable Power of Attorney, and that She executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 11<sup>th</sup> day of December, 2007.

  
NOTARY PUBLIC  
My Commission Expires 5/13/10



NON-REVOCATION AFFIDAVIT

Before me, the undersigned Notary Public in and for the State of Alabama, County of Shelby, appeared Jan Brocato, who having been by me first duly sworn, depose and states as follows:

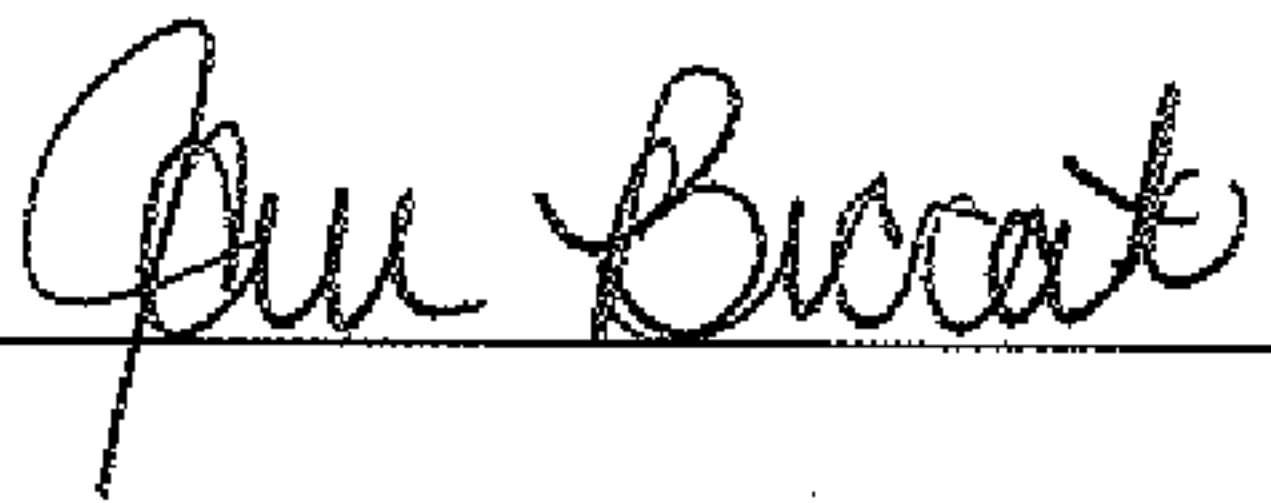
- 1) My name is Jan Brocato. I am over the age of twenty-one (21) years, and have personal knowledge of the facts stated herein.
- 2) On 12/11/2007, Ann B. Aycock appointed me his/her/their attorney-in-fact under a General Power of Attorney, recorded simultaneously herewith in the Probate Office of Shelby County, Alabama.
- 3) On 04/24/15, I exercised the above-reference Power of Attorney by executing documents (deed, mortgage, note, settlement statement, affidavits, etc.) relating to the sale/purchase/refinance of a residence located in Shelby County, Alabama, and being more particularly described as follows:

Lot 23, according to the survey of Foothills Point, Third Sector, as recorded in Map Book 35, Page 136, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Foothills Point Declaration of Covenants, Conditions and Restrictions recorded in instrument #20031223000824110, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

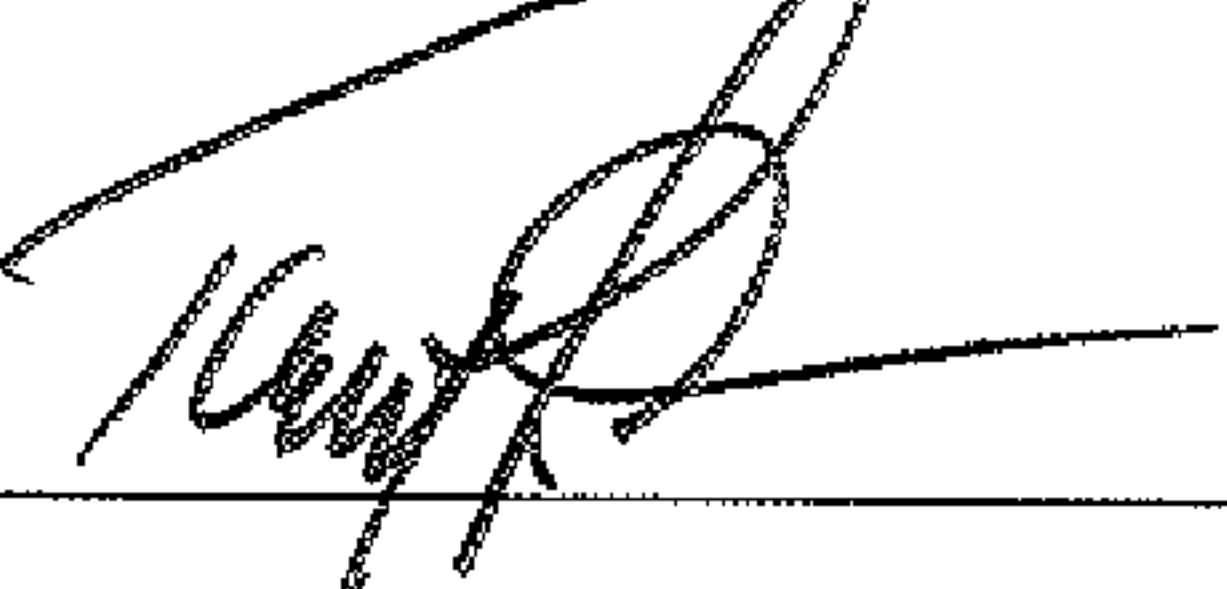
- 4) At the time of the execution of the above mentioned closing documents and exercise of the Power of Attorney, I had no actual knowledge of the termination of the power by revocation or of the death of Ann B. Aycock.

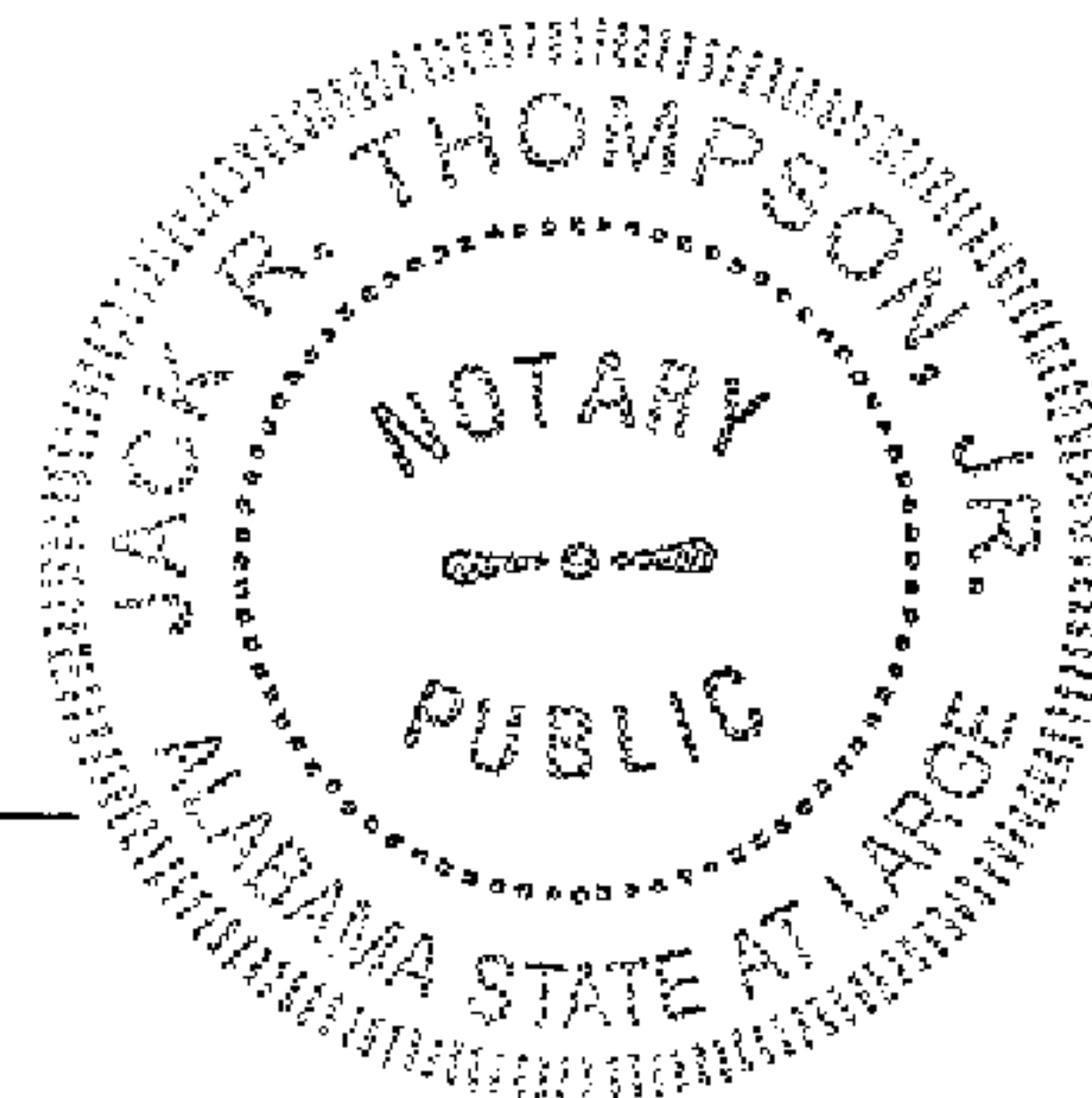
Executed by the undersigned this 04/24/15.

  
\_\_\_\_\_  
Jan Brocato

State of Alabama )  
County of Shelby )

Subscribed and sworn to before me on this 04/24/15.

  
\_\_\_\_\_



Notary Public: The Undersigned

My Commission Expires: 10/31/2016



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