

GENERAL DURABLE POWER OF ATTORNEY

of

CAROLYN SUE GULLEDGE


20151124000405520 1/9 \$38.00
Shelby Cnty Judge of Probate, AL
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DESIGNATION OF PRIMARY AGENT

I, **CAROLYN SUE GULLEDGE**, the “principal,” of Etowah County, Alabama, hereby revoke all prior powers of attorney and designate the following, in the order listed, as my attorney-in-fact (hereinafter “Agent”, whether one or more) to act in, manage and conduct all of my affairs in my name, place and stead:

My son, **DAVID RAY GULLEDGE**
365 Sky Rdg,
Chelsea, AL 35043


OR

My son's wife, **JULIE DIANE GULLEDGE**,
365 Sky Rdg,
Chelsea, AL 35043


Either of whom may act without the other's consent. If one of my agents is unable or unwilling to act for me, my other agent may act alone.

GRANT OF GENERAL AUTHORITY

I grant my 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 1975:

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


CAROLYN SUE GULLEDGE


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- 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-210;
- Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211;
- 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; and
- Gifts that do not exceed the federal gift tax exclusion, as defined in Section 26-1A-217.

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent **MAY NOT** do any of the following specific acts for me **UNLESS I have INITIALED** the specific authority listed 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.)

I HAVE NOT AUTHORIZED ANY OF THE SPECIFIC ACTS BELOW AND IF ANY INITIALS APPEAR BELOW THEY ARE NOT MINE BUT WERE INSERTED AFTER THE EXECUTION OF THIS DOCUMENT.

_____ Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law;

- _____ Make a gift 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;
- _____ 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.

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.

SPECIAL INSTRUCTIONS

In addition to any of the powers set forth herein, my Agent is granted all of the following powers:

Credit Card Powers. To open and close accounts, pay, dispute charges, communicate with, and in any way and any fashion do anything that I could do with any credit or debit card company as fully as I might or could do if personally present;

Borrow. To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;

Advisors. To engage, employ, compensate, and dismiss any agents, clerks, servants, attorneys at law, accountants, investment advisors, custodians, or other persons as my Agent shall deem appropriate in the performance of the powers granted my Agent in this instrument;

Compensation of Agent. My Agent is entitled to reimbursement of reasonable expenses and reasonable compensation.

Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer thereto, for any automobile, truck, pickup, van, motorcycle, or other vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

Power to Cancel Life Estate. To cancel, with or without consideration, any life estate owned or held by me, or in which I may have an interest, whether or not said life estate is my homestead under state law, as my Agent shall deem proper;

Mail. To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my Agent;

Public Benefits. To make application on my behalf for benefits administered by the Social Security Administration, the Veterans Administration (VA), the Health Care Finance Administration (HCFA), Medicaid, or any other federal, state or local agency and to receive Social Security, Veterans, Medicare, Medicaid and other benefits on my behalf, to represent me before any government agency, to litigate, defend and settle any claim for benefits that I may have, and to receive benefits on my behalf, including, but not limited to, being named my Representative Payee;

Special Needs Trusts. To create, fund, amend, terminate any trust agreement described in 42 U.S.C. § 1396p (d)(4), whether revocable or irrevocable, with any trustee(s) that my Agent selects including, without limitation, my Agent. My Agent may deliver and convey any or all of my assets to the trustee(s) of the trust, as well as designate the trust as payee of any income to which I may be entitled. This power shall include, without limitation, the power to create a trust with the Alabama Family Trust, a Qualified Income Trust, or a 42 U.S.C. § 1396p (d)(4)(a) trust.

Take Ownership. My Agent may take ownership in my name or in the name of my Agent, jointly and/or severally, in any accounts, savings, certificates of deposits, checks, drafts, draws, and the proceeds therefrom.

Maintenance Powers. My Agent shall use my resources to provide for the health, education, maintenance and support of myself and my dependents.

Divorce. If my Agent is my spouse, and my spouse and I, or either of us, commence negotiations or court action for legal separation, divorce or annulment, I direct that my spouse shall be deemed to

have resigned as my Agent and my alternate Agent shall become my Agent for all purposes set forth in this instrument; provided, however, if there shall be no other alternate Agent, or the alternate Agent is my spouse, this instrument shall be terminated for all purposes.

EFFECTIVE DATE

This Durable Power of Attorney is effective immediately. This Durable Power of Attorney shall not be affected by the disability, incompetency or incapacity of the principal, the passage of time, or any uncertainty as to whether the principal is dead or alive. The powers granted to my Agent shall be exercisable by him/her at any time and from time to time.

NOMINATION OF CONSERVATOR AND GUARDIAN

If it becomes necessary for a court to appoint a conservator of my estate and guardian of my person, I nominate my Agent then serving as my conservator and guardian.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my Agent, may rely upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is invalid.

(Signature, witnesses and notary appear on next page)


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SIGNATURE AND ACKNOWLEDGMENT

Carolyn Sue Gullledge

CAROLYN SUE GULLEDGE

Oak Landing Assisted Living
616 Gaines St. SW, Apt. 9
Attalla, AL 35954

Executed this the 11th day of September, 2014.

Attested and subscribed in the presence of the principal and subsequent to the principal's signature.

[Signature]
Witness

[Signature]
Witness

State of Alabama
County of Jefferson

I, **Mark W. Macoy, Esq.**, a Notary Public, in and for the County in this State, hereby certify that **CAROLYN SUE GULLEDGE**, 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, he or she executed the same voluntarily on the day the same bears date.

Given under my hand this the 11th day of September, 2014.

Mark W. Macoy

Notary Public

My commission expires: 1-6-2018

This document was prepared by:

Mark W. Macoy, Esq.

Mark W. Macoy, LLC

300 Vestavia Parkway, Suite 2300

Birmingham, Alabama 35216

(205) 795-2080



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IMPORTANT INFORMATION FOR AGENT

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: (_____) 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.

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.

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.


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State of _____
County of _____

- (1) 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;
- (2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
- (3) if I was named as a successor agent, the prior agent is no longer able or willing to serve; and
- (4)

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