

DESIGNATION OF AGENT

I, Michael Lawrence Engell (Principal), name the following person as my agent:

Name of Agent: Simone Engell

Agent's Address: 2801 Riverview Road, Apt. 5212, Birmingham, AL. 35242

Agent's Telephone Number: 

GRANT OF SPECIFIC AUTHORITY

I grant my agent specific authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, with respect to the following real property ("Property"):

1213 Hunters Gate Drive, Birmingham, AL 35242.

Legally Described as: **Lot 26, according to the Survey of Hunters Gate, as recorded in Map Book 43, page 131, in the Probate Office of Shelby County, Alabama.**

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:

- ☐ Purchase of Real Property as defined in § 204
- ☐ Tangible Personal Property as defined in § 205
- ☐ Stocks and Bonds as defined in § 206
- ☐ Commodities and Options as defined in § 207
- ☐ Banks and Other Financial Institutions as defined in § 208
- ☐ Operation of Entity or Business as defined in § 209
- ☐ Insurance and Annuities as defined in § 210
- ☐ Estates, Trusts, and Other Beneficial Interests as defined in § 211
- ☐ Claims and Litigation as defined in § 212
- ☐ Personal and Family Maintenance as defined in § 213
- ☐ Benefits from Governmental Programs or Civil or Military Service as defined in § 214
- ☐ Retirement Plans as defined in § 215
- ☐ Taxes as defined in § 216
- ☐ Gifts as defined in § 217

GRANT OF SPECIFIC AUTHORITY

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.

ME Make, draw and endorse a promissory note and mortgage/deed of trust pertaining to the Property; specifically, to execute and deliver that certain note and mortgage loan with DHI Mortgage in the amount of \$319,900.00

ME Make and execute any and all contracts and addendums thereto pertaining to the purchase of the Property;

ME Receive and execute all consumer disclosure documents and exercise all rights granted thereunder; and

ME Execute any and all documentation reasonable and necessary from the lender and/or closing attorney to effectuate the purchase described above, including, but not limited to, Closing Disclosures, instruments of conveyance and supporting documentation, mortgages, notes, certifications, acknowledgments, and like instruments.

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 2041 and 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

The above described purchase of 1213 Hunters Gated Drive, Birmingham, AL. is described in the sales contract for the sale of real estate entered into by Michael Lawrence Engell (Purchaser) and DR Horton (Seller) dated on or about October 31, 2015. The purchase price is \$399,900.00. I have inspected and signed this contract and am fully aware of its contents. I have obtained a loan from DHI Mortgage in the amount of \$319,900.00

I hereby agree and represent to those persons dealing with my agent that this power of attorney will not terminate upon my subsequent disability or incompetence and may be voluntarily revoked by a written instrument of revocation filed for record in the recording office of the county in which the property is located, or upon the actual notice of my death to the agent named herein or the reliant, as provided in Alabama Code §26-1A-102, or this power of attorney is automatically revoked on December 31, 2015 at 11:59 pm.

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

RELIANCE ON THIS POWER OF ATTORNEY

The undersigned does hereby ratify and confirm all that the said agent shall lawfully do or cause to be done by virtue of this Power of Attorney and agrees that any third party who receives a copy of this document may act under it. Revocation of this Power of Attorney is not effective as to a third party until that Third Party learns of the revocation, which revocation must be in writing or is automatically revoked as indicated below. The undersigned agrees to reimburse the third party for any loss resulting from claims that arise against the third party because of reasonable reliance on this Power of Attorney.

IN TESTIMONY WHEREOF, I have hereto set my hand and seal this 9th day of ~~October~~ 2015.

~~November~~

SIGNATURE AND ACKNOWLEDGMENT

Michael Lawrence Engell
Michael Lawrence Engell

Principal's Address: 2801 Riverview Road, Apt. 5212, Birmingham, AL. 35242

Principal's Telephone Number:

- (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 Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the 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.

STATE OF ALABAMA

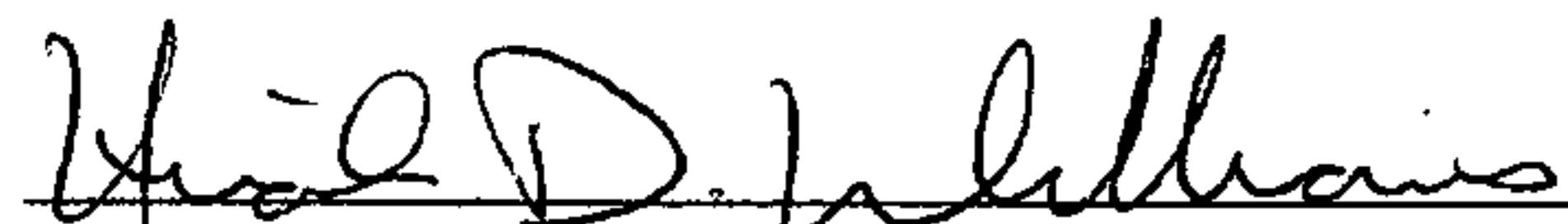
COUNTY OF

Shelby

ss.

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael Lawrence Engell, 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 9th Nov 2015.


Notary Public

My commission expires:

10/28/2018

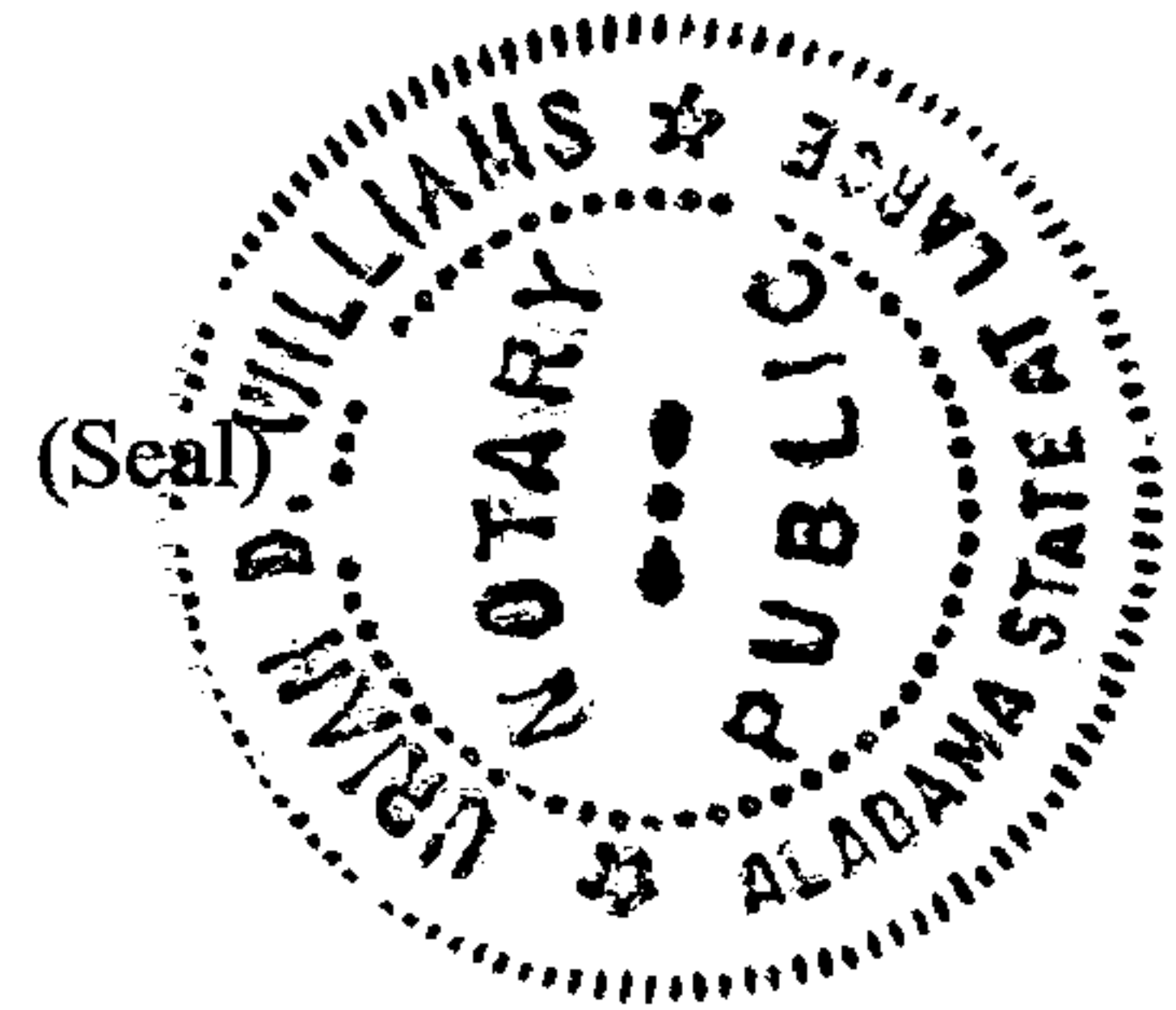
This document prepared by:

R. Timothy Estes, Esq.

Estes Closings, LLC.

2188 Parkway Lake Drive, Ste. 101

Hoover, AL. 35244



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/08/2015 01:01:12 PM
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