## AFFIDAVIT REGARDING NON-REVOCATION OF POWER OF ATTORNEY

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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared Chad Beasley, who having been by me first duly sworn, deposed as follows:

- 1. My name is Chad Beasley. I am over the age of twenty-one (21) years, and have personal knowledge of the facts stated herein.
- 2. On 5/24/2016 I, Chad Beasley, was granted Power of Attorney by Larry E. Chapman and Rachele E. Chapman by way of a Specific Power of Attorney, a copy of which said document is attached hereto as Exhibit. A. recorded simultaneously herewith.
- 3. I have on this day exercised the above referenced Power of Attorney by executing closing statements, notes, mortgages, warranty deed, lien waiver, judgment affidavits and various other documents relating to the purchase or sale of real property located in Shelby County, Alabama, and being more particularly described in Exhibit "B":
- 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 said Specific Power of Attorney by revocation or the death of Larry E. Chapman and Rachele E. Chapman. I know Larry E. Chapman and Rachele E. Chapman to still be living, competent and have not been notified since the execution of the power of attorney that he/she has revoked said power. The affiant herein affirms, under penalty of perjury, that he/she is not using the power of attorney to self-deal in the Principals' property, or to otherwise benefit personally from this mortgage or sale of the Principals' real property.
- 5. I am making this affidavit pursuant to Code of Alabama 1975 Section 26-1-2(e).
- 6. I, Chad Beasley, agree to indemnify and hold harmless Reli Settlement Solutions, LLC, A and Flagstar Bank from any loss, costs, damage and expense of every kind including attorney's fees, which it shall or may suffer resulting from a reliance on the said Power of Attorney.

WITNESS my hand and seal this the May 27, 2016.

Chad Beasley

SWORN TO AND SUBSCRIBED BEFORE ME, on this the May 27, 2016.

MOTARY PUBLIC

My Commission Expires:

\* OTARY PUBLISHING STATE OF ALABAMINING STATE OF AL

Stewart & Associates, P.C. 3595 Grandview Parkway Suite 645

Birmingham, AL 35243

Escrow File No.: BHM1600340

## 20160602000189620 06/02/2016 12:47:16 PM AFFID 2/2 EXHIBIT "B"

Lot 9-109, according to the Map and Survey of Chelsea Park - 9th Sector, as recorded in Map Book 37, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 9th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20051229000659740 and Instrument No. 20060920000468120, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").



Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 06/02/2016 12:47:16 PM \$17.00 CHERRY

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