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JAMES DALE LAYTON, SR.  
GENERAL DURABLE POWER OF  
ATTORNEY

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## **DURABLE POWER OF ATTORNEY FOR MANAGEMENT OF PROPERTY AND PERSONAL AFFAIRS**

I, JAMES DALE LAYTON, SR., of 175 Ivie Lane, Wilsonville, Alabama, intend to create a Durable Power of Attorney (herein referred to as "this Power"). As long as my wife WANDA SHAW LAYTON is acting as my Agent, this Power is effective immediately upon its execution; however, if my wife fails to qualify or ceases to act, the powers granted to successor Agents in Article II of this Power shall become effective only upon my incapacity as determined in accordance with Paragraph 2.E. of Article II of this Power. If, after being determined to be incapacitated, I should regain my capacity as determined in accordance with Paragraph 2.F. of Article II of this Power, the powers granted to successor Agents in Article II of this Power shall cease. THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY IN FACT SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE. IT SHALL ALSO NOT BE AFFECTED BY LAPSE OF TIME.

I give my Agent the powers specified in this Power with the understanding that they will be used for my benefit and on my behalf and will be exercised only in a fiduciary capacity.

### **I. APPOINTMENT**

1.A. **Designation of Agent.** I hereby designate and appoint my spouse WANDA SHAW LAYTON, 175 Ivie Lane, Wilsonville, Alabama as my Attorney-in-Fact (hereinafter referred to in this power of attorney as "my Agent").

1.B. **Alternate Agents.** If my spouse is not available or becomes ineligible to act, or if I revoke his appointment or authority to act, then I designate the following person to serve as my alternate Agent to have all of the powers hereinafter set forth;

Alternate Agents:

My daughter SHAWN GRUBB  
4413 Ashington Circle, Birmingham, AL 35242  
Or  
My son DALE LAYTON II  
404 Norwick Circle, Alabaster, AL 35007

1.C. **Reliance by Third Parties.** To induce third parties such as banks, credit unions and other financial institutions to rely upon the provisions of this Power, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the exercise of any of the powers described herein. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance upon this Power for damages or liability incurred as a result of that reliance.

(NOTE TO PRINCIPAL AND AGENT: PRESENT THIS DURABLE POWER OF ATTORNEY TO ALL 3<sup>rd</sup> PARTIES (banks, financial planners etc) WHO CURRENTLY MANAGE ASSETS FOR YOUR PRINCIPAL. NOTIFY THEM THAT THEY HAVE SEVEN DAYS TO EITHER ACCEPT OR REJECT THIS POWER OF ATTORNEY, AND INFORM THEM THAT THE TIME BEGINS THE MOMENT A COPY IS DELIVERED TO THEM FOR REVIEW.)

## II. POWERS

2.A. **Enumerated Powers.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have for property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted:

(1) Real and Personal Property. To take any actions for the management or maintenance of any real or personal property in which I own an interest when this Power is executed, (including my home) or in which I later acquire an interest, including the power to acquire, sell, and convey ownership of property; control the manner in which property is managed, maintained, and used; change the form of title in which property is held; satisfy and grant security interests and other encumbrances on property (including a "reverse mortgage"); obtain and make claims on insurance policies covering risks of loss or damage to property; accept or remove tenants; collect proceeds generated by property; ensure that any needed repairs are made to property; exercise rights of participation in real estate syndicates or other real estate ventures; and, to make improvements to property.

(2) Motor Vehicles. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor 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.



(3) Stock and Bond Transactions. To buy, sell and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts and call and put options on stocks and stock indexes; to receive certificates and other evidences of ownership with respect to securities; to exercise voting rights with respect to securities in person or by proxy, and, to enter into voting trusts and consent to limitations on the right to vote. This provision applies specifically to any and all securities I may own individually or jointly, as well as to investment accounts in my name. I hereby grant my Agent the express authority to retain and discharge financial planners, investment advisors and their companies, not only with regard to this paragraph (3) but also (4), (6), (7) and (8) below.

(4) Financial Institutions. To take any actions in connection with any financial institution in which I have an account or an interest in an account when this Power is executed, or in which I later acquire an account or an interest in an account, including the power to continue, modify, or terminate existing accounts; withdraw funds, open new accounts; draw, endorse, and deposit checks, drafts and other negotiable instruments (including, but not limited to, Social Security, government and insurance checks made payable to me); prepare financial statements; and, borrow money; and to execute or release any security documents that may be needed in the exercise of the rights granted by this power of attorney, as well as the authority to conduct banking transactions as set forth in the laws of any State or foreign country. For the purposes of this paragraph, the term "financial institution" includes, but is not limited to, banks, trust companies, savings banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies and brokerage firms or other financial institution selected by my Agent.

(5) Safe Deposit Boxes. To hire a safe deposit box or space in a vault; to have access at any time or times to any safe deposit box rented to me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish any safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

(6) Insurance and Annuities. To take any actions with respect to any insurance or annuity contracts in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to acquire additional insurance coverage of any type or additional annuities; continue existing insurance or annuity contracts; agree to modifications in the terms of insurance or annuity contracts in which I have an interest;

borrow against insurance or annuity contracts in which I have an interest, to the extent allowed under the contract terms; change beneficiaries under existing contracts and name beneficiaries under new contracts, including the power to designate my Agent as the beneficiary; and, receive dividends, proceeds, and other benefits generated by the contracts; transfer interests in insurance or annuity contracts to the extent permitted under the terms of those contracts.

(7) Beneficial Interests. To take any actions with respect to any probate estate, trust, conservatorship, guardianship, escrow, custodianship, or other fund/entity in which I have a beneficial interest when this Power is executed, or in which I later acquire an interest, including the power to accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund/entity; demand or obtain by litigation or otherwise money or other things of value to which I am, may become, or claim to be entitled by reason of the fund/entity; initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest; initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary; and, conserve, invest, disburse and use anything received for an authorized purpose.

(8) Retirement Plans and Benefits. In connection with any pension, profit sharing or stock bonus plan, individual retirement account (IRA), Roth IRA, §403(b) annuity or account, §457 plan, or any other retirement plan, arrangement or annuity in which I am a participant or of which I am a beneficiary (whether established by my Agent or otherwise) (each of which is referred to in this document as a "Plan" or "such Plan"), my Agent shall have the following powers, in addition to all other applicable powers granted by this document:

- (a) To establish one or more Plans in my name;
- (b) To make contributions (including "rollover" contributions) or cause contributions to be made to such Plan with my funds or otherwise on my behalf;
- (c) To receive and endorse checks or other distributions to me from such Plan, or to arrange for the direct deposit of the same in any account in my name or in the name of any existing trust established by me or by my Trustee;
- (d) To elect a form of payment of benefits from such Plan, to withdraw benefits from such Plan, to make, exercise, waive or consent to any and all elections and/or options that I may have regarding contributions to, investments or administration of, distribution from, or benefits under, such Plan; and,



(e) To designate one or more beneficiaries or contingent beneficiaries for any benefits payable under such Plan on account of my death, and to change any such prior designation of beneficiary made by me or by my Agent, subject to the following limitation: My Agent shall have no power to designate my Agent directly or indirectly as a beneficiary or contingent beneficiary to receive a greater share or proportion of any such benefits than my Agent would have otherwise received, unless such change is consented to by all other beneficiaries who would have received the benefits but for the proposed change; the preceding limitation shall not apply to any designation of my Agent as beneficiary in a fiduciary capacity, with no beneficial interest.

(9) Claims and Litigation. To take any actions with respect to any claim that I may have or that has been asserted against me and with respect to any legal proceeding in which I have an interest when this Power is executed, or in which I later acquire an interest, including the power to institute, prosecute, and defend legal proceedings and claims on my behalf; file actions to determine adverse claims, seek preliminary, provisional, or intermediate relief on my behalf; apply for the enforcement or satisfaction of judgments that have been rendered in my favor; participate fully in the development of claims and proceedings; submit any dispute in which I have an interest to arbitration; submit and accept settlement offers and participate in settlement negotiations; handle all procedural aspects, such as service of process, filing of appeals, stipulations, verifications, waivers, and all other matters in any way affecting the process of any claim or litigation; and, satisfy judgments that have been rendered against me.

(10) Tax Matters. For any tax year for which the statute of limitations has not run and to the tax year in which this durable power of attorney was executed and any subsequent tax year, to prepare and file any and all documents and take all actions that are necessary or that my Agent believes to be desirable with respect to my local, state, or federal tax liability, including the power to participate in audits; exercise my rights to protest and appeal assessments; pay amounts due to the appropriate taxing authority; execute waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code §2032A, or any successor section thereto), closing agreements, and similar documents related to my tax liability; participate in all procedural matters connected with my tax liability; and, exercise any elections that may be available to me under applicable state or federal tax laws or regulations.

(11) Personal and Family Maintenance. To conduct my personal affairs and to discharge any and all obligations I may owe to myself and to family members and other third persons who are customarily or legally entitled to my support when this Power is

executed, or that are undertaken thereafter, including the power to take steps to ensure that our customary standard of living is maintained; continue existing charge accounts, open new charge accounts, and make payments thereon; provide for transportation; maintain correspondence; prepare, maintain, and preserve personal records and documents; and, maintain membership in any social, religious, or professional organization and make contributions thereto.

(12) Governmental Benefits. All powers described in this paragraph are exercisable equally with respect to benefits from Social Security, Veteran's benefits, Medicare, Medicaid, or other governmental programs, or civil or military service, existing when this Power is executed or accruing thereafter, whether existing or accruing in the state or elsewhere. My Agent is appointed as my "Representative Payee" for the purpose of receiving Social Security benefits and may collect all benefits to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by an governmental agency and shall have the full power to sign, execute, deliver, process and acknowledge applications, documents, checks and such other instruments in writing, of every kind and nature, as may be necessary or proper to obtain and receive any benefits to which I or any of my dependents may be entitled through any governmental agency and to communicate on my behalf with any governmental agency from whom I am receiving or from whom I may be eligible to receive benefits.

(13) Resignation from Fiduciary Positions. To resign from any fiduciary position to which I have been or may be in the future named, appointed.

(14) Gifts. To make gifts, grants, or other transfers without consideration, of cash or other property, either outright or in trust, including the power to forgive indebtedness and consent to gift splitting under Internal Revenue Code §2513 or successor sections. The powers granted under this paragraph shall be exercised, if at all, in favor of my issue, any spouse of my issue and any other of my dependents, including my Agent, or an irrevocable trust established by me or my Agent. Any gifts made pursuant to this paragraph shall not be future interests within the meaning of Internal Revenue Code §2503, and the aggregate amount of any gifts made in any one calendar year to any one individual may exceed the amount that may be made free of federal gift tax.

In addition to the above, if my Agent, in my Agent's sole discretion, has determined that I need nursing home or other long-term medical care and that I will



receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power: (i) to take any and all steps necessary, in my Agent's judgment, (including the creation of any irrevocable trust) to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to the beneficiaries of the trust agreement hereinabove referenced, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare and Medicaid.

Initials of Principal

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(15) Transfer to Trust. To transfer and convey to the Trustee or co-Trustees of the trust agreement hereinabove referenced or any other trust, any or all assets now or at any time or times hereafter standing in my name or representing my interest in assets owned jointly, commonly, or otherwise with any other person or persons, including, without limitation, real estate, ownership rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, securities, and properties of all kinds; and pursuant to such purpose to terminate savings, checking, safekeeping, agency, investment advisory, and custody accounts in my name, alone or with others, at any bank or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds, and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to said Trustee or co-Trustees.

Initials of Principal

J De

(16) Create an Irrevocable Trust. To create an irrevocable trust, to name the Trustees and successor Trustees, and to fund such trust with all or any assets of mine or other interests in property which are capable of being held in said trust, including those assets which may then be held in a revocable trust for my benefit. This authority includes the power to create and fund a trust which may qualify me for Medicaid. My Agent may serve as the Trustee of the trust. My Agent shall have the power to withdraw income or principal and to exercise whatever trust powers or elections which may be necessary.

I hereby grant specific authority to my Agent to have power over: (NOTE- Should you wish to select ALL of the following powers, you may initial at the end of this list rather than initialing on each line)



\_\_\_\_\_ 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 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

\_\_\_\_\_ Gifts as defined in Section 26-1A-217

Jae I hereby select **ALL OF THE ABOVE**

2.B. **General Grant of Powers.** It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. The only powers which my Agent shall not exercise with respect to me and my property are as follows:

(1) To use my assets to satisfy any legal obligations of my Agent, including but not limited to the support of any dependents of my Agent; provided, however, that such dependents shall not include myself or those persons whom I am otherwise legally obligated to support; and

(2) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner;

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

- JDL Create, amend, revoke, or terminate any trust, by trust or applicable law
- JDL Make a gift to 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
- JDL Create or change rights of survivorship
- JDL Create or change a beneficiary designation
- JDL Authorize another person to exercise the authority granted under this power of attorney
- JDL Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- JDL Exercise fiduciary powers that the principal has authority to delegate

Subject only to the limitations and prohibitions set forth in the preceding paragraph, and excepting those actions that conflict with or are limited by another provision in this Power, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions in this Power, to the extent that a principal can act through an agent.

2.C. **Incidental Powers.** In connection with the exercise of any of the powers described in the preceding paragraphs, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that my Agent believes necessary, proper, or convenient, to the extent that I could take such actions myself, including the power to prepare, execute, and file all documents and maintain records; enter into contracts; hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; execute, acknowledge, seal, and deliver any instrument.

2.D. **Inspection and Disclosure of Information Relating to My Physical or Mental Health.** My agent has the power and authority to request, review, and receive, to the extent I could do so individually, any information, verbal or written, regarding my physical or mental health, including, but not limited to, my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160-164. I hereby authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition. This authority given my agent shall supersede any other agreement which I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. This authority given



my agent shall be effective immediately, has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

### III. AMPLIFYING PROVISIONS

3.A. **Reimbursement for Costs and Expenses.** My Agent shall be entitled to reimbursement from my property for expenditures properly made in the execution of the powers conferred by me in this Power. My Agent shall keep records of any such expenditures and reimbursement.

3.B. **No Compensation.** My Agent shall not be entitled to compensation for the services rendered in the execution of any of the powers conferred by me in this Power.

3.C. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this Power. All instruments of any sort entered into in any manner by my Agent shall bind me, my estate, my heirs, successors, and assigns.

3.D. **Exculpation.** My Agent shall not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but shall be liable for any willful misconduct or gross negligence.

3.E. **Revocation and Amendment.** I revoke all prior General Powers of Attorney that I may have executed and I retain the right to revoke or amend this document and to substitute other attorneys in fact in place of the Agent herein named. Amendments to this document shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

### IV. GENERAL PROVISIONS

4.A. **Nomination of Conservator.** If proceedings are initiated for the appointment of a conservator of my estate, I hereby nominate my Agent as such conservator and who shall serve without bond being required.

4.B. **Photostatic Copies.** Persons dealing with my Agent may rely fully on a photostatic copy of this Power.

4.C. **Severability.** If any of the provisions of this Power are found to be invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

4.D. **Governing Law.** All questions pertaining to validity, interpretation, and administration of this Power shall be determined in accordance with the laws of the State of Alabama.

4.E. **Understanding of Document.** I understand that this Power is an important legal document: (1) this document provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property; (2) the powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this

Power, and they will continue to exist notwithstanding my subsequent disability or incapacity; and (3) I have the right to revoke or terminate this Power at any time.

Executed on July 1, 2014, in Jefferson County, Alabama.

  
JAMES DALE LAYTON, SR.  
175 Ivie Lane  
Wilsonville, Alabama 35186

STATE OF ALABAMA

)  
) ss.

COUNTY OF JEFFERSON

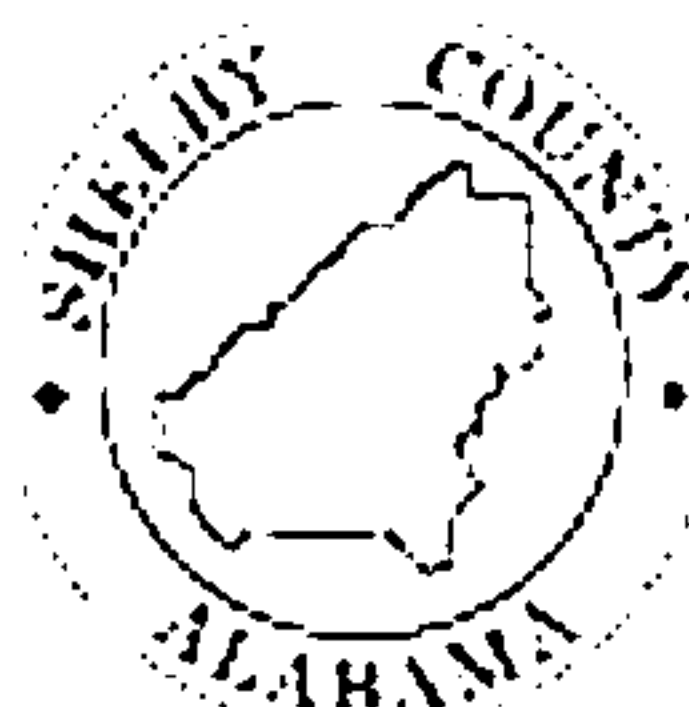
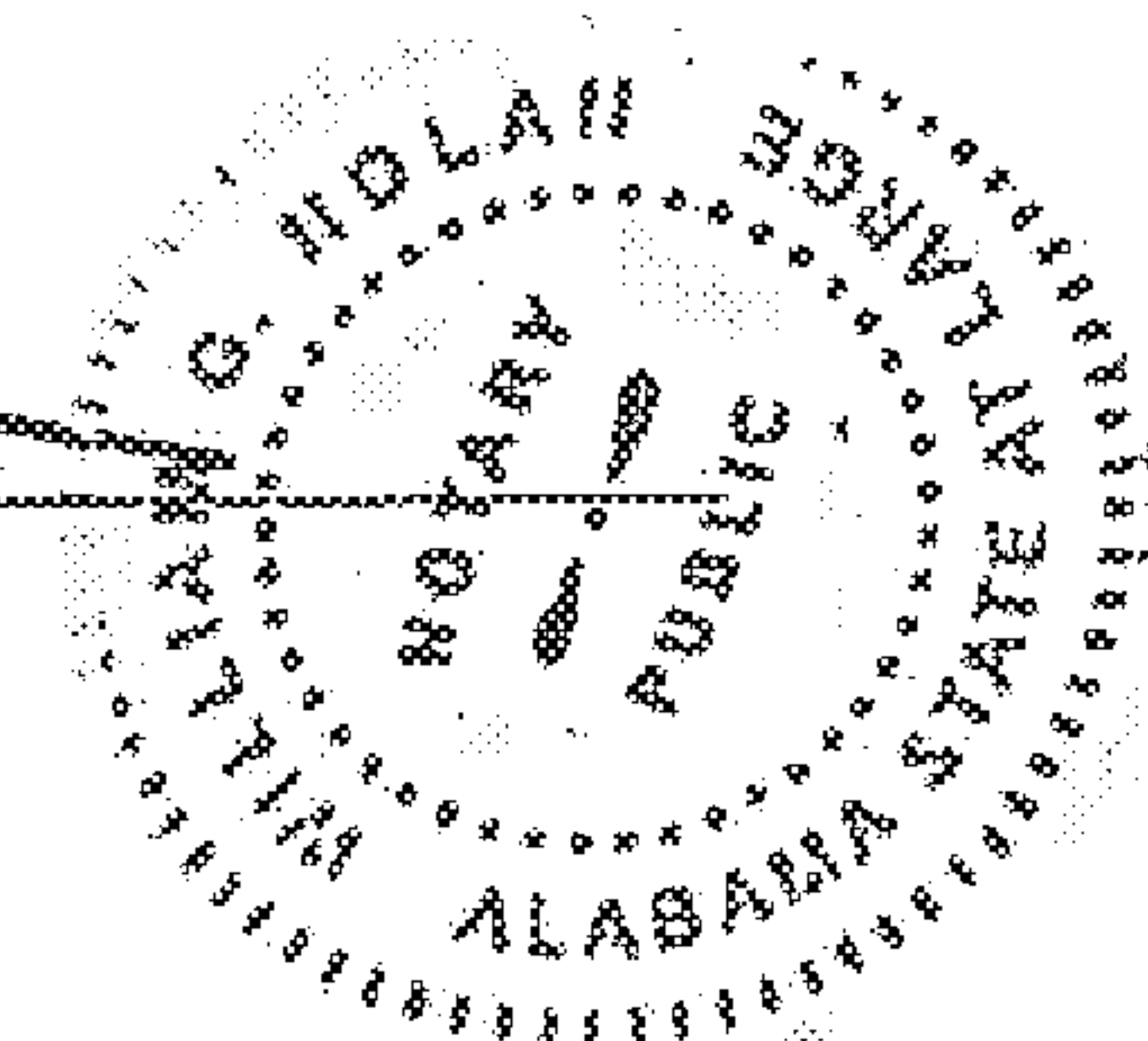
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES DALE LAYTON, SR., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 1 day of July, 2014.

  
NOTARY PUBLIC

My commission expires: 11/5/17



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
07/06/2016 01:56:08 PM  
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