

# Limited Power of Attorney for Real Estate Transactions of Jerry Wayne Savage

I, Jerry Wayne Savage of Columbiana, Alabama, ("Principal") do hereby appoint Sandie Jayne Savage (my "Agent") to act in my name and place, to the fullest extent which I could act if I was personally present in connection with the transaction described in Article One of this Limited Power of Attorney.

## Article One Delegation of Power

I appoint my Agent to act for me in, the sale of the lands and premises having an address of or identified as 409 Hwy 30, Columbiana, AL 35051, more specifically described as set forth in Exhibit A attached hereto and incorporated by reference herein, doing any and all actions that I might do if personally present including, without limitation, the execution, modification and delivery of contracts, deeds, tax returns, tax reports, affidavits, bill of sale, closing statements, notices, certificates and all other documents; the acceptance of the closing funds and the deposit of those funds in my account as identified to my Agent, which my Agent shall deem necessary, appropriate or expedient for the purpose of closing the sale of the real estate described in this Limited Power of Attorney.

## Article Two

### Effectiveness of Appointment - Durability Provision

#### Section 2.01 Effectiveness

The authority granted to my Agent under this Limited Power of Attorney shall be effective immediately upon signing.

#### Section 2.02 Durability

Notwithstanding any provision to the contrary herein, the authority granted to my Agent under this Limited Power of Attorney shall not be affected by my subsequent disability, incompetency, incapacity or lapse of time.

#### Section 2.03 Term of Durable Power of Attorney

This Limited Power of Attorney shall expire and be of no further force and effect February 28, 2017. The expiration of this Limited Power of Attorney at the end of the specified term shall not affect the validity of any action taken by my Agent pursuant to this power while this Limited Power of Attorney was in effect.

## **Article Three** Declarations of the Principal

I understand that this Limited Power of Attorney is an important legal document. Before executing this power of attorney, my attorney explained to me the following:

The Limited Power of Attorney provides my Agent with broad powers to dispose of, sell, convey and encumber the real property described herein.

The powers will exist for an indefinite period of time unless I revoke the power of attorney or I have limited their duration by specific provisions in this Limited Power of Attorney.

This Limited Power of Attorney will continue to exist notwithstanding my subsequent disability or incapacity.

| i have the power to revoke            | or terminate this Limited Power of Attorney at any   |
|---------------------------------------|--|
| time.                                 |  |
| Dated: <u>12/06</u>                   | , 2017.  |
|                                       |  |
| THUM NOW TOWN                         |  |
| Jerry Wayne Savage, Principal         |  |
|                                       |  |
| STATE OF ALABAMA                      | )  |
|                                       | ) ss.  |
| county of Sheloy                      | <u> </u>   |
| On this day.                          |  |
| Wayne Savage, as Principal, person    | ally known to me (or proved to me on the basis o   |
| · · · · · · · · · · · · · · · · · · · | dividual whose name is subscribed to the foregoing   |
|                                       | nowledged that he executed the same as his voluntary   |
| act and deed for the purposes thereir | i contained.   |
| Witness my hand and official seal.    |  |
| .ΤΛ ω                                 | 20170222000061760 2/3 \$21.00  |
| Seal]                                 | Shelby Cnty Judge of Probate, AL<br>02/22/2017 08:18:59 AM FILED/CERT  |
| TARY [Seal]                           |  |
|                                       |  |
| 7 1 5 6                               | Jeana Deal   |
|                                       | Notary Public, State at Large  |
|                                       | Print Name: Joanna D. Deale  |
|                                       | My commission expires: $01/03/18$  |
|                                       | My commission expression expressi |

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#### EXHIBIT "A"

#### Parcel I:

Commence at the SW corner of the NE 1/4 of the SE 1/4 of Section 24, Township 21 South, Range 1 West; thence N 00 degrees 43 minutes 29 seconds E a distance of 332.59 feet; thence N 89 degrees 29 minutes 36 seconds E a distance of 244.31 feet to the point of beginning. Thence S 00 degrees 36 minutes 57 seconds W a distance of 149.00 feet; thence S 74 degrees 16 minutes 56 seconds E a distance of 255.24 feet; thence N 81 degrees 46 minutes 33 seconds E a distance of 175.58 feet; thence N 00 degrees 36 minutes 57 seconds E a distance of 196.74 feet; thence S 89 degrees 29 minutes 36 seconds W a distance of 420.00 feet to the point of beginning.

#### A 30 foot non-exclusive ingress, egress and utility easement

Commence at the SW corner of the NE 1/4 of the SE 1/4 of the SE 1/4 of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama; thence North 00 degrees 43 minutes 29 seconds East, a distance of 332.59 feet; thence North 89 degrees 29 minutes 36 seconds East, a distance of 244.31 feet; thence South 00 degrees 36 minutes 57 seconds West, a distance of 133.46 feet to the Point of Beginning of the centerline of a 30 foot ingress, egress and utility easement lying 15 feet either side of and parallel to described centerline; thence North 74 degrees 16 minutes 56 seconds West along said centerline a distance of 71.13 feet; thence South 52 degrees 46 minutes 08 seconds West along said centerline a distance of 161.72 feet; thence South 05 degrees 09 minutes 08 seconds East along centerline a distance of 185.83 feet; thence South 37 degrees 58 minutes 56 seconds East along said centerline a distance of 120.37 feet; thence South 59 degrees 24 minutes 11 seconds East along said centerline a distance of 224.31 feet; thence South 05 degrees 23 minutes 35 seconds East along said centerline a distance of 177.79 feet; thence South 49 degrees 37 minutes 51 seconds East along said centerline a distance of 275.34 feet; thence South 79 degrees 02 minutes 36 seconds East along said centerline a distance of 99.75 feet to the end of said easement.

Parcel II: A 30 foot non-exclusive ingress, egress and utility easement across the westerly part of the SE 1/4 of the SE 1/4 of the SE ½ of Section 24, Township 21 South, Range 1 West connecting the above described easement to the roadway.

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Shelby Cnty Judge of Probate, AL 02/22/2017 08:18:59 AM FILED/CERT