

DURABLE POWER OF ATTORNEY

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KNOWN ALL MEN BY THESE PRESENTS THAT I, **Joe H. Fancher**, of 350 Ward Avenue, Wilton, Alabama 35187, referred to herein as PRINCIPAL, designate **Carley Marie Choat**, of 3665 Marjean Drive, Pensacola, Florida 32504, to be my **Attorney-in-Fact** for me.

My Attorney-in-Fact shall act in my name, place, and stead to do and perform all acts, deeds, matters and things whatsoever concerning my real and personal property held in tenancy by the entirety, all property over which I hold a power of appointment and to mortgage or convey my homestead property and conduct personal affairs as necessary, including making application for Medicaid benefits and/or creating an income trust, that is advisable in the judgment of my said Attorney-in-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, notwithstanding my later disability, incapacity or incompetence, including, but not limited to, each and every one of the following matters:

1. REAL PROPERTY TRANSACTIONS:

(a) to buy, contract to buy, receive, lease or rent for any term, accept, or otherwise acquire real estate or any options thereon or interests therein, including any and all rights for the development of oil, gas, or other mineral deposits, wherever situated, on such terms, conditions, and considerations as my Attorney-in-Fact shall deem proper, in my name, or jointly in my name and that of any other party or parties, including my Attorney-in-Fact;

(b) to sell, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase or otherwise dispose of any or all real estate in which I now have or may hereafter acquire any right, title, or interest, including any and all rights for the development of oil, gas, or other mineral deposits, whether such real estate be homestead or non-homestead, or whether such real estate be owned as community property, in joint tenancy, tenancy by the entireties, tenancy in common or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my Attorney-in-Fact, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper; to sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any, as my said Attorney-in-Fact shall deem advisable, and further to waive, release, relinquish and convey any homestead estates, rights under homestead exemption laws, dower, or courtesy estate, and all other rights or interest to which I may at any time be entitled;

(c) To manage, utilize, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals, or objects therefrom;

2. PERSONAL PROPERTY TRANSACTIONS:

(a) to buy, contract to buy, accept, sell, exchange, mortgage, pledge, lease or rent, contract for the repair of, and in any and every manner deal in and with any and all personal property of every kind whatever, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper;

(b) to execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect the proper registration and licensing of any automobiles in which I now or may hereafter have an interest;

(c) to enter into contracts for the storage or tangible personal property of every kind;

(d) to take possession and order the removal and shipment of any of my property from or to any station, post, warehouse, depot, dock, or other place of storage, safekeeping, and use, governmental or private, and to execute and deliver any releases, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purposes;

3. **BUSINESS TRANSACTIONS:** To demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, retirement accounts, IRAs, demands, debts, taxes, and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-Fact may deem proper and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds, or other investments, rights, or interest as I may now or hereafter hold;

4. **BANKING TRANSACTIONS:**

(a) to deposit or withdraw for any purpose, in or from any bank, building and loan association, credit union, trust company or other financial institution, including the United States Postal Savings, any funds, checks, retirement accounts, IRAs or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institutions concerning any and all accounts or banking transactions in my name or in which I may have an interest;

(b) to have access for all purposes to any and all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time-to-time, all or any part of the contents of any such box or vault;

(c) to borrow money and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable;

5. **TAXES:** to make, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulations of any government or governmental authority, to represent and act for me in all tax matters in dispute or litigation, in any governmental department, board or court, to receive, endorse, and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund, or credit taxes, to make any adjustments or settlements and to sign any and all receipts, waivers, settlements or agreements pertaining to all income or other taxes assessed against me or my property by statute.

6. **GOVERNMENT DOCUMENTS, VOUCHERS, AND CHECKS:**

(a) to execute, sign and deliver any and all government reports, applications, requests, vouchers, and demands on my behalf, including, but not limited to those for any and all allowances and reimbursements properly payable to me by the United States such as for the transportation of dependents or for the shipment of household effects or other property as authorized by law or regulation;

(b) to receive, endorse and collect the proceeds of checks payable to my order drawn on the Treasurer of the United States for whatever account, and to execute in my name and on my behalf, all bonds, indemnities, applications or other documents, which may be required by law or regulations to secure the issuance of substitutes for such checks, and to give full discharge for the same;

7. **INSURANCE TRANSACTIONS:**

(a) to pay the premiums on, modify, rescind, release, terminate, or execute any rights, privileges, or options on any contract of life, accident, health, disability, liability, property or other insurance presently owned by me or by any person on my behalf, or hereafter acquired;

(b) to procure new, different, or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability, or loss;

(c) to apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;

8. PERSONAL TRANSACTIONS:

(a) to do all acts necessary for maintaining the customary living standards of my dependents including, by way of illustration but not to limitation, provision of such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, educational facilities and other incidentals to which my dependents are accustomed;

(b) to continue the discharge of any service or duties assumed by me to my family, relatives or friends, and to continue payments incidental to my membership in, or affiliation with, any church, club, society, or other organization;

HEALTHCARE: In the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I designate as my Health Care Surrogate for health care decisions, the Attorney-in-Fact and agent named herein, **Carley Marie Choat**, whose telephone number is 850.503.1049.

I hereby grant to my Health Care Surrogate full power and authority to do everything necessary in exercising the powers therein granted as fully as I might or could do if I were personally able to make health care treatment decisions on my behalf, and I hereby grant the following specific powers to my Health Care Surrogate, without limiting any other rights and authority:

(a) to consent to the administration of drugs;

(b) to grant releases to medical personnel;

(c) to arrange for and consent to medical, therapeutic and surgical procedures for me;

(d) to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my Health Care Surrogate, I may require;

(e) to have access to and to disclose medical records and other personal information of mine;

(f) to act as a party, whether as a plaintiff or defendant or otherwise, in a court action in the event it is necessary to enforce my rights under this instrument;

(h) to consent to the performance of an autopsy;

(i) My Health Care Surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if not such Living Will is found, I delegate to my Health Care Surrogate the authority to consent to any withholding or withdrawing of life-prolonging procedures, as the same may be amended from time to time.

(j) In compliance with HIPAA laws, this power of attorney authorizes my Attorney-in-Fact to make various property related decisions on my behalf, some of which relate to my health care. Accordingly, I confirm that in connection therewith, my Attorney-in-Fact shall be treated as my personal representative for all purposes relating to my PHI, as provided in 45 CFR 164.502(g)(2).

(k) to request copies of medical records and/or medical bills from any and all medical providers.

10. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE:

(a) on my behalf and in my name or the name of my Attorney-in-Fact, to institute, prosecute, appear in, defend, compromise, arbitrate, settle, or dispose of any legal, equitable or administrative hearings, actions, suits, attachments, claims or other proceedings, to which I am or may become a party or in which I have an interest, and to engage and dismiss counsel in connection therewith, authorizing my Attorney-in-Fact to assert or to waive any or all rights, privileges and defenses available to me under the Soldiers' and Sailors' Civil Relief Act or other legislation designed for the protection of personnel in the Armed Forces or their dependents;

(b) to hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-Fact shall deem proper in the exercise of the powers herein granted; to dismiss and remove at pleasure any such agents, employees and counsel as well as any agents, employees and counsel heretofore or hereafter employed by me or on my behalf;

11. MISCELLANEOUS:

(a) to sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted;

(b) to modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or on my behalf;

(c) This instrument shall serve to revoke any and all prior Durable Powers of Attorney.

12. GENERAL PROVISIONS:

(a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact."

(b) I hereby ratify and confirm all lawful acts done by my said Attorney-in-Fact pursuant to this Durable Power of Attorney and exonerate my Attorney-in-Fact from any

liability for any acts or decisions made by my Attorney-in-Facts in good faith from any liability for any acts or decisions made by my Attorney-in-Fact in good faith and under the terms of this Durable Power of Attorney' and I direct that it shall continue in effect until I shall die, revoke this Power or be adjudged incompetent.

(c) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and assigns, in consideration of my Attorney-in-Fact's willingness to act pursuant to this Durable Power of Attorney, to save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice.

(d) To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy of facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice of knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, administrators, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. Notice shall be in writing and it shall be served upon the Attorney-in-Facts or any third parties relying on this Durable Power of Attorney by personal delivery as provided for service of process.

13. LEGAL AUTHORITY:

(a) This Durable Power of Attorney has been executed by me and this Durable Power of Attorney shall not be affected by my disability except as provided by statute.

(b) A photocopy of this Power of Attorney shall be considered as effective and valid in place of an original.

14. TRANSFER TO TRUST: I give the power to transfer and convey to the trustee or trustees then acting under any revocable trust executed by me (regardless of whether any such trust was executed or amended prior to or subsequent to the date hereof) any and all assets or interests in assets, real or personal, now or at any time hereafter held by me individually or as a joint owner.

15. POWER TO MAKE GIFTS: To maintain any regular gifting program that I am presently participating in or shall establish subsequent to the date hereof, if in the opinion of my Attorney-in-Fact, it is desirable to maintain such a program, so long as no such annual gift (which may be cash or in kind) to any donee exceeds \$13,000.00 in amount (or the current IRS approved yearly gifting allowance) (less, however, the amount of any previous gifts to such donee during such calendar year) and so long as the permissible donees shall include my spouse and lineal descendants, if any.

I do hereby, for myself, my heirs, executors, and administrators, ratify and confirm and agree to ratify and confirm whatsoever my said Attorney-in-Fact shall do by virtue of these presents.

This Power of Attorney shall not be affected by any disability or incapacity of the principal except as provided by statute.

I understand the full import of this designation and I am emotionally and mentally competent to make this designation.

Executed this 10th day of August, 2015.

Witness:

Joe H. Fancher
JOE H. FANCHER

Witness:

STATE OF ALABAMA

COUNTY OF Shelby

SWORN TO AND SUBSCRIBED before me this 10th day of August, 2015,
by Joe H. Fancher, and who (☒) is personally known to me or who () produced
_____ as identification.

- Notary Seal-

April Price
April Price
(Please Print Name)

Notary Public State of _____

My commission expires: SEPTEMBER 20, 2015



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/20/2017 09:11:29 AM
\$33.00 CHERRY
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Joe H. Fancher