

AFFIDAVIT - POWER OF ATTORNEY IN FULL FORCE

STATE OF ALABAMA

COUNTY OF SHELBY

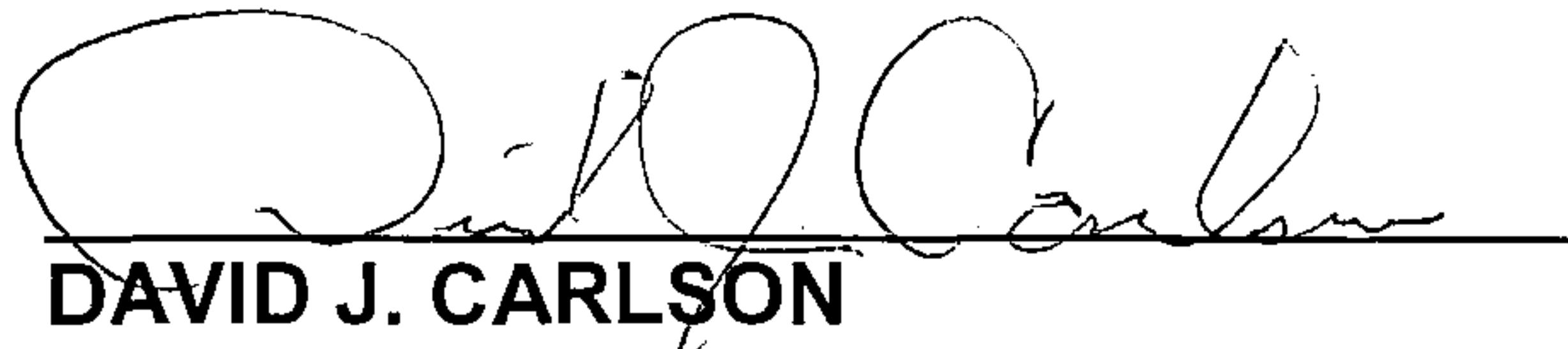
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POA 1/6

DAVID J. CARLSON, being duly sworn, deposes and says that: The Power of Attorney granted to me by REBECCA A. CARLSON on June 5, 2014, a true copy of which is annexed hereto is in full force and effect; that at the time of execution of closing documents, on May 8, 2017, had no knowledge of or actual notice of the revocation or termination of the Power of Attorney by death or otherwise.

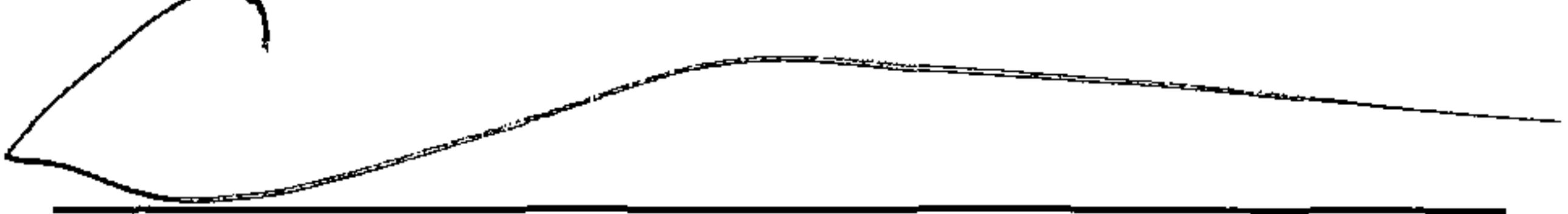
I make this affidavit for the purpose of inducing the title company to accept the above described instrument as executed by me as attorney-in-fact, knowing that in accepting the aforesaid instrument, they will rely upon this affidavit.



DAVID J. CARLSON

Sworn to before me this 8th day of May, 2017.

CHRISTINA ELIZABETH WALL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
January 30, 2021



Notary Public
My Commission Expires: 01/30/2021

This instrument prepared by:
B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, **REBECCA A. CARLSON**, also known as **Rebecca Anne Carlson**, have made, constituted and appointed, and by these presents do make, constitute and appoint **DAVID J. CARLSON**, also known as **David James Carlson, Sr.**, as my true and lawful attorney, for me from time to time and in my name, place and stead to do any and all acts which I could do if personally present, hereby intending to give to my said attorney the fullest and broadest powers to act for me.

It is not my intention by setting out specific powers and authorizations to limit or cut down the broad powers given herein, but to clarify and support such gifts of power by expressly giving and granting unto my said attorney full power:

- (1) To make, draw, sign, accept, indorse for any purpose, deposit, discount, deliver notes, checks, drafts and other instruments for the payment of money, including specifically to my attorney's own credit or account; to sign receipts for cancelled checks, vouchers, statements of account or of any property in which I may have an interest, and to acknowledge the correctness of any statement of any account; whether owing to or by me or relating to any property held for me; and to open or close any account in my name;
- (2) To ask, demand, sue for, recover, receive, collect and give receipts, releases and discharges for all sums of money, debts, dues, accounts, dividends on stocks, interest on bonds or mortgages, rents, bequests, legacies, trust moneys, tax or other refunds, and other obligations or property which are or shall become due, owing and payable to me;
- (3) To institute, prosecute, defend, compromise, settle, arbitrate or otherwise dispose of any and all actions or proceedings, either at law or in equity, including actions for the foreclosure or enforcement otherwise of any mortgage or lease, upon any real or personal property; and to execute and deliver any bonds, undertakings or recognizances that my said attorney may approve in any such or other actions or proceedings, whether the same be given under statutory requirements or otherwise, including such bonds or undertakings as may be necessary or desirable for the purpose of perfecting a compromise of or an appeal from any judgment or decree in any such actions or proceedings; to appear generally or specially in any actions or proceedings which in any way may concern me or my property, or my right, title or interest therein; to compel accountings and filing of inventories; to employ and compensate attorneys to appear for and represent me in any action or proceeding instituted in my behalf

or against me; to substitute any other attorney or attorneys and to appoint associate attorneys;

(4) To represent me in any and all proceedings now pending or hereafter arising between me and the Treasury Department of the United States Government or any other governmental authorities relative to my income, gift, estate or other tax liability for all years, granting unto my said attorney full power in my name and on my behalf to appear before proper officials of the Treasury Department or any other government officials, to adjust, settle, compromise or otherwise dispose of all questions relative to any of the said tax liabilities, to receive copies of my tax returns and any papers, letters or other communications concerning the said tax liabilities, to sign any waivers of the statute of limitations or any other waivers, to sign closing agreements for final determination of tax liability, to prepare, sign and file with any and all governmental authorities tax returns or other returns, protests, appeals and other documents, to execute and file refund claims or any other claims, and to receive, to indorse and collect, checks in settlement of any refund, to execute and file petitions to the Tax Court of the United States and all other papers in connection with such proceedings, to substitute in the place and stead of said attorney any other attorney or attorneys and to appoint associate attorneys;

(5) To obtain credit or borrow money in any currency, including all manner of credits and letters of credit; to renew any loan or extension of credit;

(6) To sell or agree to sell at private or public sale, convey by warranty, quit claim or other kind of deed, grant, transfer, lease and rent for such periods as my attorney may deem proper, though exceeding five years, exchange, pledge, hypothecate, mortgage, lend, possess, occupy, use, insure, and make repairs upon any property, real or personal, or any interest in such property, which may now or in the future belong to me, upon such terms and conditions as my attorney may deem best; to erect, tear down or make repairs upon any building;

(7) To buy, or agree to buy or to lease any property, real or personal, or any interest therein, and to execute and deliver a purchase money mortgage as part of the purchase price thereof;

(8) To buy, sell, exchange, pledge, hypothecate, mortgage, indorse for transfer or for any other purpose, register or cause to be registered in the name of any nominee, deliver, assign, transfer and execute all necessary instruments of assignment and transfer, dispose of, provide for the safekeeping of, and otherwise deal with any stocks, bonds or other securities or any real or personal property whatsoever;

(9) To buy, sell, transfer or dispose of for present or future delivery American or foreign monies, credits or exchange, on deposit or otherwise, and all

manner of instruments representative thereof, by endorsements or otherwise; to open, maintain, deposit in, operate, withdraw from, close and reopen accounts, regular or retirement, of every manner and description in American or foreign currencies with any banks, bankers, or trust companies, national banks, savings banks, stockbrokers, fiduciaries or other depositaries or institutions, American or foreign, wheresoever situate, including, but not limited to, any and all retirement and/or pension accounts;

(10) To invest and reinvest any funds, including any retirement account funds, that may now be in or later come into my said attorney's hands with full discretion to select the investments and reinvestments; and this discretion shall not be limited to those investments and reinvestments of the character authorized by the laws of any state for trust investments; to deposit any stocks, bonds or other securities with any broker and to authorize him to buy, sell, pledge, or exchange any stocks, bonds or other securities on a margin or otherwise; to loan any sum of money with or without interest;

(11) To consent to, join in or oppose any condemnation or other proceeding, or any action brought to acquire any of my real or personal property or any interest therein;

(12) To apply for and effect any and all kinds of insurance including, without limitation, fire, burglary, theft and war risk insurance; to pay any and all premiums thereon; to cancel and terminate any insurance and to receive payments in connection therewith;

(13) To execute and deliver agreements, instruments or documents of any kind and for any purpose deemed necessary or proper by my attorney to carry out the acts herein authorized, including agreements for the extension of time for the payment of any sum of money due me;

(14) To have access to and to remove the contents of any and all safe deposit boxes which I now or hereafter may have with any bank, safe deposit company or other organization;

(15) To pay, renew, secure, settle or compromise any debt, claim or other liability due from me; to collect, renew, accept security for, settle, or compromise any debt, claim or other liability due to me;

(16) To attend and vote as my proxy or to authorize any other person or persons to attend and vote as my proxy at any meetings of stockholders or bondholders of any corporation or company, or on any occasion that voting by proxy is permitted; to take part in any stockholders', bondholders', or creditors' reorganization plan, and to give any consents and waivers in connection with such meetings or plan, to consent to or oppose any merger or consolidation of any corporation and company, or any sale or lease of its property, or any part

thereof; to deposit securities under protective agreements or with protective committees with or without discretion thereby being delegated; to pay all assessments, subscriptions and other sums of money as my attorney may deem expedient for the protection of my interest as holder of any stocks, bonds, or other securities; to exercise any option contained in any stocks, bonds or other securities, for the conversion of the same into any right to subscribe for additional stocks, bonds or other securities, and to make any and all necessary payments therefor;

(17) To delegate any or all powers herein granted to a sub-attorney or sub-attorneys and to revoke any such delegations; but notwithstanding any such delegation, my attorney shall retain full authority to act alone hereunder;

(18) The attorney is expressly authorized to transfer any or all of my assets to a corporate trustee to hold under the terms of its standard 'standby' or 'combination' trust provided that such trust is solely for my benefit or for the benefit of my children, may be amended or revoked by me (and/or the holder of my power of attorney) at any time, and shall provide that at my death all assets then held in such trust shall be delivered to the personal representative of my estate;

(19) To create and maintain a trust or trusts for my benefit or for any disabled child, and to assign and convey all or any part of my assets (consisting of any property, real, personal or mixed, tangible or intangible, or whatsoever kind and wheresoever located and whensover acquired) into such trust or trusts as my attorney shall deem proper irrespective of whether the trust is now in existence or hereinafter established, including a trust pursuant to 42 U.S.C. §1396p(d)(4)(A) and/or (B). My attorney shall be authorized to establish and provide for the funding of any such trust on such terms as my attorney shall deem to be in my best interests.

(20) To communicate with any and all governmental agencies, including but not limited to those relating to Medicare and Medicaid;

(21) To communicate with any and all doctors, hospitals, clinics, health care providers, pharmacies and health insurance companies concerning my care and the payment for my care;

(22) I expressly authorize that my attorney be given access to any and all private information covered by HIPPA;

(23) I expressly authorize that photographic copies of this original instrument shall be treated as duplicate originals.

Any banks, bankers, trust companies, national banks, savings banks, safe deposit companies, stockbrokers, fiduciaries, depositaries or other institutions,

persons, firms or corporations may act in reliance hereon and shall be fully protected even though the said attorney, substitute or associate may be dealing with himself or herself, as it is contemplated that such may be the case.

I hereby expressly revoke any power of attorney heretofore given covering the authority and powers herein granted, without prejudice; however, to any thing lawfully done or caused to be done under any power of attorney heretofore given, I hereby ratify and confirm all previous acts of my attorney with the same force as if such acts had been done after the execution and delivery of this power of attorney.

I may at any time revoke this power of attorney, but it shall be deemed to be in full force and effect as to all persons, institutions and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

This power of attorney expressly shall not be revoked by my incapacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this **5th** day of **June, 2014**.

Rebecca A. Carlson (SEAL)
REBECCA A. CARLSON

In the Presence of:

Stacia Johnson
WITNESS
STATE OF GEORGIA
COUNTY OF FAYETTE

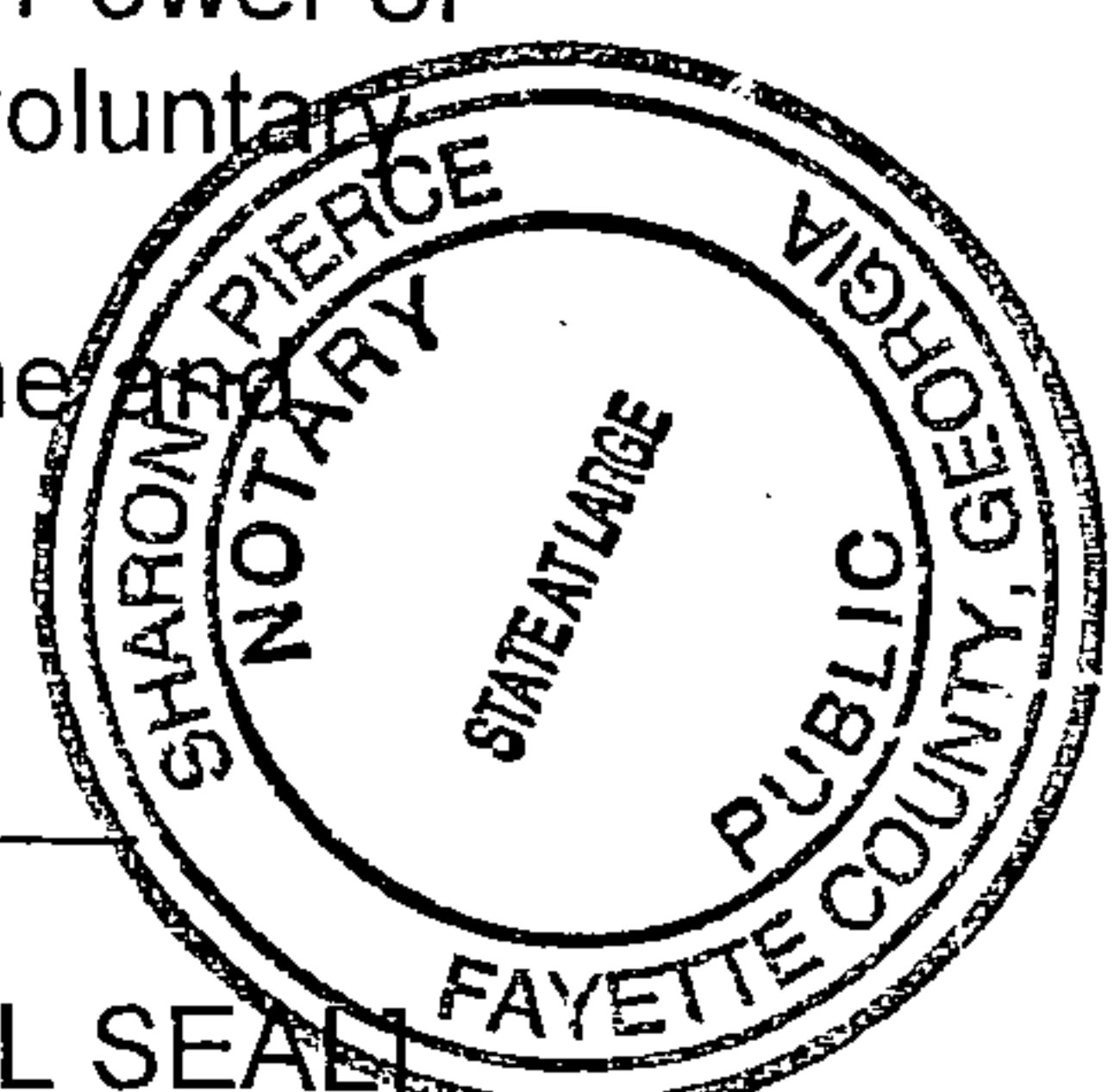
I HEREBY CERTIFY that on this 5th day of JUNE, 2014, before me personally appeared **REBECCA A. CARLSON**, to me personally known to be the same person described in and who executed the within Power of Attorney, and acknowledged the within Power of Attorney to be his/her voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Sharon A. Pierce
NOTARY PUBLIC

[NOTARIAL SEAL]

Commission Expires: 04/14/18



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/22/2017 03:25:27 PM
\$30.00 CHERRY
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J.W. Fuhrmeister

RAC