

20170828000312540
08/28/2017 12:51:02 PM
POA 1/8

GENERAL DURABLE POWER OF ATTORNEY

of

JOYCE E. MASSENGILL

**Jonathan Green, Esq.
Green Law, LLC
300 Vestavia Parkway, Suite 2300
Birmingham, Alabama 35216
(205) 795-1223**

GENERAL DURABLE POWER OF ATTORNEY
of
JOYCE E. MASSENGILL

DESIGNATION OF PRIMARY AGENT

I, Joyce E. Massengill, the “principal,” of Shelby County, Alabama, hereby revoke all prior powers of attorney and designate the following, in the order listed, as my attorney-in-fact (hereinafter “Agent”, whether one or more) to act in, manage and conduct all of my affairs in my name, place and stead:

Terri J. Milton
112 Lauchlin Lane
Pelham, AL 35124
[REDACTED]

AND

Angie M. Moore
5993 South Fork Drive
Hoover, AL 35244
[REDACTED]

AND

Mark R. Massengill
176 Falling Water Drive
Dadeville, AL 36853
[REDACTED]

JOINTLY.

Multiple Agents. Terri J. Milton, Angie M. Moore, and Mark R. Massengill shall act jointly. If one of them fails or ceases to serve, then the remaining Agent(s) may continue to serve, even if serving as my sole Agent. If at any time I have more than one agent then serving, they shall act unanimously.

Agent and Successor Agent(s). The term “Agent”, as used herein, shall include all Successor Agents.

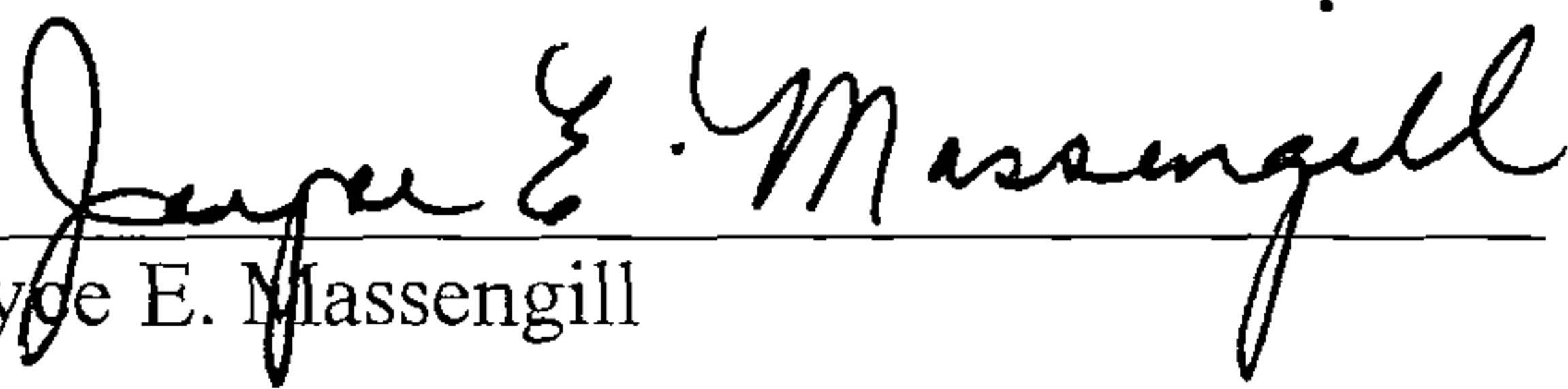
Prior Agent Unable to Serve. My Agent may establish by unsupported affidavit that a prior Agent is unable or unwilling to serve or to continue to serve.

GRANT OF GENERAL AUTHORITY

My Agent may exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or 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 hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this Durable Power of Attorney and the powers herein.

I further grant my Agent general authority to act for me with respect to the following subjects as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:

If you wish to grant general authority over all of the subjects enumerated in this Section you may SIGN here:

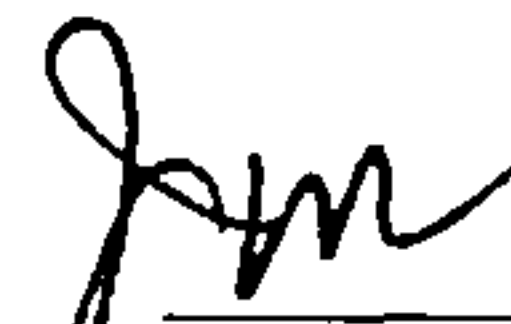

Joyce E. Massengill

- 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 Civil 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; and

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL the specific authority you WANT to give your agent.)

 Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law;

 Make a gift 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;

 Create or change rights of survivorship;

 Create or change a beneficiary designation;

~~_____ Authorize another person to exercise the authority granted under this power of attorney;~~

~~_____ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;~~

~~_____ Exercise fiduciary powers that the principal has authority to delegate.~~

LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

Limitation of Power. Except for any special instructions given herein to the agent to make gifts, the following shall apply:

(a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 26 U.S.C. §2041 and 26 U.S.C. §2514 of the Internal Revenue Code of 1986, as amended.

(b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

SPECIAL INSTRUCTIONS

In addition to any of the powers set forth herein, my Agent is granted all of the following powers:

Credit Card Powers. To open and close accounts, pay, dispute charges, communicate with, and in any way and any fashion do anything that I could do with any credit or debit card company as fully as I might or could do if personally present;

Borrow. To borrow sums of money from time to time from any person, firm or corporation, including the borrowing of any sums from any insurance company, and to make and execute promissory notes, mortgages, pledges of insurance policies and any other transfers of security;

Advisors. To engage, employ, compensate, and dismiss any agents, clerks, servants, attorneys at law, accountants, investment advisors, custodians, or other persons as my Agent shall deem appropriate in the performance of the powers granted my Agent in this instrument;

Appointment of Investment Advisor. In addition to any other powers herein, my Agent may appoint an Investment Advisor, who shall be registered under the Investment Advisors Act of 1940, or comparable federal or state regulatory laws, for all of my investments. This duty and responsibility shall include the right of the Investment Advisor, in said Investment Advisor's sole discretion, to designate third party investment manager(s) to review and manage part or all of my estate as the Investment Advisor may determine from time to time. The Investment Advisor, or his designee, as may be the case, shall direct my agent in all matters involving the retention and disposition of the investments deposited to the trust, as well as the subsequent investment, reinvestment, exchange, tender, and all other transactions related to the ownership and management of all variety of securities, real and personal property which shall comprise the Trust Estate.

Retirement Plans. In addition to any other powers herein, my Agent may deal with any retirement plans, including, without limitation, pension plans, profit sharing plans, IRA's and annuities in which I am a participant, to elect retirement, to direct the investments of any such retirement plan, to make "roll-overs" to other retirement plans, to borrow funds under the terms and conditions of any retirement plan, and to change or select any payment options and to change beneficiary designations, provided, however, that the exercise of the above powers shall, to the extent possible, follow my current estate plan;

Compensation of Agent. My Agent is entitled to reimbursement of reasonable expenses and reasonable compensation.

Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer thereto, for any automobile, truck, pickup, van, motorcycle, or other 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;

Power to Cancel Life Estate. To cancel, with or without consideration, any life estate owned or held by me, or in which I may have an interest, whether or not said life estate is my homestead under state law, as my Agent shall deem proper;

Mail. To enter any mail box which I shall have hired, whether at a United States Post Office or elsewhere, and to surrender the box and terminate the lease at his or her discretion; to sign for any certified or registered mail directed to me, and to execute any order required to forward mail to any location selected by my Agent;

Public Benefits. To make application on my behalf for benefits administered by the Social Security Administration, the Veterans Administration (VA), the Health Care Finance Administration (HCFA), Medicaid, or any other federal, state or local agency and to receive Social Security, Veterans, Medicare, Medicaid and other benefits on my behalf, to represent me before any government agency, to litigate, defend and settle any claim for benefits that I may have, and to receive benefits on my behalf, including, but not limited to, being named my Representative Payee;

Special Needs Trusts. To create, fund, amend, or terminate any trust agreement described in 42 U.S.C. § 1396p (d)(4), whether revocable or irrevocable, with any trustee(s) that my Agent selects including, without limitation, my Agent. My Agent may deliver and convey any or all of my assets to the trustee(s) of the trust, as well as designate the trust as payee of any income to which I may be entitled. This power shall include, without limitation, the power to create a trust with the Alabama Family Trust, a Qualifying Income Trust, or a 42 U.S.C. § 1396p (d)(4)(a) trust.

Take Ownership. My Agent may take ownership in my name or in the name of my Agent, jointly and/or severally, in any accounts, savings, certificates of deposits, checks, drafts, draws, and the proceeds therefrom.

Maintenance Powers. My Agent shall use my resources to provide for the health, education, maintenance and support of myself and my dependents.

Divorce. If my Agent is my spouse, and my spouse and I, or either of us, commence negotiations or court action for legal separation, divorce or annulment, I direct that my spouse shall be deemed to have resigned as my Agent and my alternate Agent shall become my Agent for all purposes set forth in this instrument; provided, however, if there shall be no other alternate Agent, or the alternate Agent is my spouse, this instrument shall be terminated for all purposes.

EFFECTIVE DATE

This Durable Power of Attorney is effective immediately. This Durable Power of Attorney shall not be affected by the disability, incompetency or incapacity of the principal, the passage of time, or any uncertainty as to whether the principal is dead or alive. The powers granted to my Agent shall be exercisable by him/her at any time and from time to time.

NOMINATION OF CONSERVATOR

If it becomes necessary for a court to appoint a conservator of my estate, I nominate my Agent then serving as my conservator.

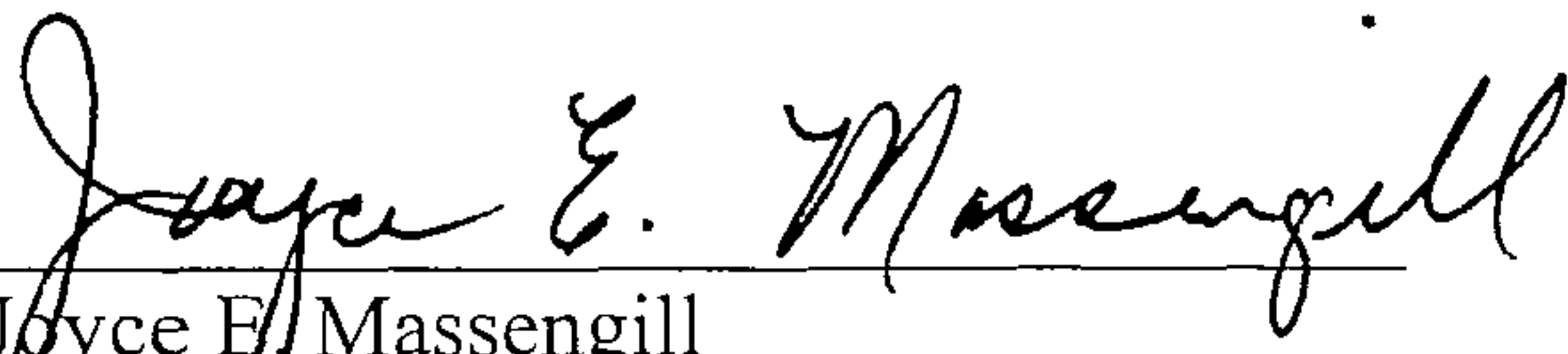
RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my Agent, may rely upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is invalid. If any third party receives a duly executed copy or facsimile of this Durable Power of Attorney and follows the instructions of my Agent in good faith, I for myself, and my heirs, personal representatives and assigns, hereby agree to indemnify and hold the third party harmless from and against any and all claims that may arise against such third party by reason of his/her/their/its reliance on this Durable Power of Attorney.

20170828000312540 08/28/2017 12:51:02 PM POA 7/8

[This space left blank.]

SIGNATURE AND ACKNOWLEDGMENT

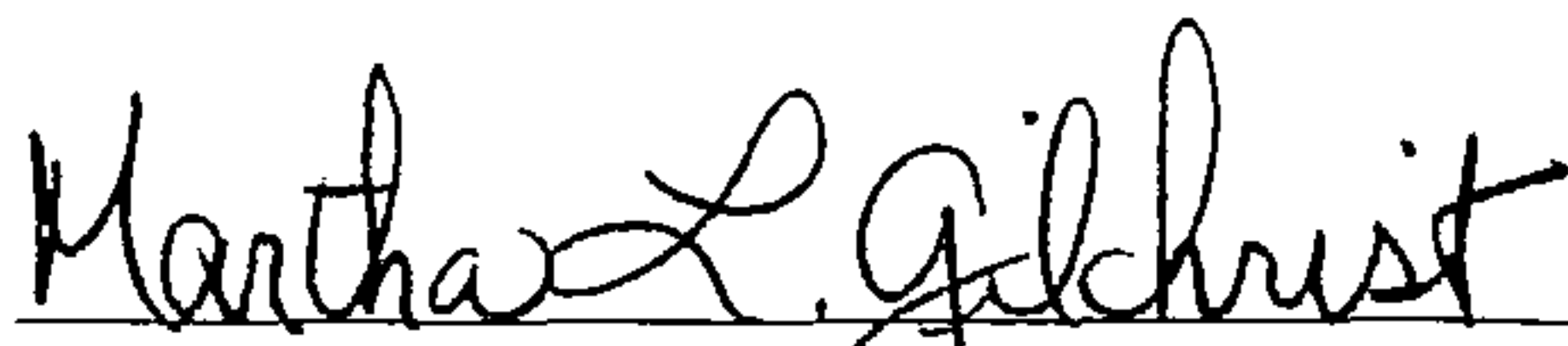


Joyce E. Massengill
8317 Wynwood Circle
Helena, AL 35080

20170828000312540 08/28/2017 12:51:02 PM POA 8/8

Executed this 25th day of October, 2013.

Attested and subscribed in the presence of the principal and subsequent to the principal's signature.


Witness

Witness

State of Alabama
County of Jefferson

I, **Jonathan D. Green**, a Notary Public, in and for the County in this State, hereby certify that **Joyce E. Massengill**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he or she executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of October, 2013.

[SEAL]


Notary Public: Jonathan D. Green
My commission expires: 12/12/2014

Prepared by:
Jonathan Green, Esq.
Green Law, LLC
300 Vestavia Parkway, Suite 2300
Birmingham, Alabama 35216
(205) 795-1223



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/28/2017 12:51:02 PM
\$36.00 CHERRY
20170828000312540

