

STATE OF ALABAMA

COUNTY OF SHELBY


20171006000365050 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/06/2017 10:29:22 AM FILED/CERT

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **Jamison Mariah Sims**, of Shelby County, Alabama, as principal ("Principal"), a resident of Shelby County, Alabama, by these presents do make, constitute and appoint **James Marvin Sims**, my father, as my true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

1. To forgive, request, demand, sue for, recover, collect, receive and hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirements, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts or other sufficient discharges for the same.
2. To buy, receive, lease as lessor or lessee, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever, real or personal, tangible or intangible, including but not limited to any real property interest I may own wheresoever located, or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, and no person dealing with Agent shall be bound to see to the application of my monies paid.



3. To take, hold possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.
4. To invest and reinstate all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investments trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute of rule of law concerning investments by fiduciaries.
5. To make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations or other institutions, and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.
6. To pay any and all indebtedness of mine in such manner and at such times as Agent may deem appropriate.
7. To borrow money for any purpose, with or without security on or mortgage or pledge of any property, real or personal, that I may own.
8. To conduct or participate in any lawful business of whatsoever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; elect or employ officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock either in person or by proxy, and to exercise stock options.
9. To prepare, sign and file joint or separate tax returns, state or federal, of any kind or nature and to negotiate with any and all taxing authorities, and to compromise any disputes which may arise with any state or federal agency.

10. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Agent to exercise this power.
11. To execute any and all contracts of every kind or nature.
12. To withdraw funds, assets, all or any part of the income or corpus of trusts in banks, saving and loan associations or other institutions, to execute releases, receipts, discharges or other agreements as may be necessary or proper in the exercise of the rights and powers herein granted.
13. 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.
14. To exercise or release Powers of Appointment in part or all and to execute a Disclaimer(s) under the Uniform Disclaimers of Property Interests Act (Acts 1981, No. 81-156 p. 179 Sec. 1) and reported in Code of Alabama 1975 Sec. 35-17-1, et seq., in whole or in part of the right to receive any portion or interest therein. This right to disclaim can also be allowed under any other statute which might be applicable or additional to the one cited herein.
15. To continue such policies as I own, to cash out or cancel them, to change the beneficiary(ies) and to purchase more life insurance policies on my life or any other person permissible under the laws of the state wherein that person lives.
16. To borrow on or against the cash surrender value of any life insurance policy issued on my life; and to sign or execute such forms as said insurance companies may require for such loans.
17. To make gifts and in particular to take advantage of the \$10,000.00 annual exclusion under Federal Gift Tax Law.
18. To fund any inter vivos trust whether previously funded or unfunded.



19. To refrain from voting or to vote shares of stock owned by me and to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property.
20. To make health care decisions for me. My attorney(s)-in-fact shall have the power to make health care decisions on my behalf, including making decisions regarding my medical or domiciliary care, including admissions to hospitals or other institutions or placement in a nursing home, to consent to, to refuse to consent to, or to withdraw consent to the provision of any care, treatment, surgery, service or procedure to maintain, diagnose or treat a physical or mental condition, as well as the right to sign such medical forms as may be necessary to carry out such decisions, talk with health care personnel, examine my medical records and to consent to the disclosure of such records.

As used herein the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

All conveyances, papers, instruments, documents or writings executed in my name and behalf by said Agent shall be in such form and contain such provision as shall be satisfactory to Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof on my behalf necessary or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power.

My estate shall hold harmless and indemnify Agent from any and all liability for acts done in good faith.

Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Agent on my behalf pursuant to any provision of this power of attorney, but Agent shall not be entitled to compensation for services hereunder.



In the event that Agent shall become unable or unwilling to serve or to continue to serve, then Agent may resign by delivering to me in writing a copy of his resignation and recording the original in the public records of the appropriate county. Upon such resignation and recording, Agent shall thereupon be divested of all authority under this power of attorney.

Notwithstanding any provision herein to the contrary, Agent shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Agent, and (b) any trust created by Agent as to which I am a trustee.

This Power of Attorney shall not be affected by my disability, incompetency or incapacity.

I may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent. My guardian may revoke this instrument at any time by written instrument delivered to Agent.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney and have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Dated at Anniston, Alabama, on this 12 day of JUNE, 2017.


Jamison Mariah Sims

STATE OF ALABAMA

COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that **Jamison Mariah Sims**, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12 day of JUNE, 2017.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/17/17


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