

## **LIMITED DURABLE POWER OF ATTORNEY**

*STATE OF ALABAMA}*  
*COUNTY OF SHELBY}*

KNOW ALL MEN BY THESE PRESENTS, that, **Tanya E. Franz**, whose address 6611 138<sup>th</sup> Terrace, Overland Park, KS 66223 (hereinafter referred to as "Principal") does by these presents make, constitute and appoint my husband, **Kevin A. Franz**, and/or his designated representative as my true and lawful agent(s) and Attorney-in-Fact (hereinafter referred to as "Agent") to do and perform for me and in my name, place and stead, and for my use and benefit, the Note, Mortgage, Closing Disclosure, Truth-in-Lending Disclosure and any and all documents necessary to purchase the below described property being more particularly described as the following real estate, situated in Shelby County, Alabama:

Lot 1-51, according to the Survey of Chelsea Park, First Sector, Phase III, as recorded in Map Book 36, Page 34, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park First Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20060605000263850, Supplementary Declaration and Amendment as recorded in Instrument 20151230000442830 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

**Parcel ID#: 09-7-36-1-005-018.000**

with a property address of 2009 Kingston Court, Chelsea, AL 35043, including, but not limited to the Closing Disclosure, ALTA Settlement Statement, FHA or HUD Certification, Note, Mortgage, Truth-in-Lending Disclosure, Name Affidavit, Compliance Agreement, Lien Waiver and any other documents required for said purchase of the above described property and granting a valid first mortgage thereon.

The mortgage will be in the amount \$308,460.00 to Wells Fargo Bank, N.A. with a fixed rate of interest of 3.125%, being amortized over fifteen (15) years.

I further give and grant unto my said Attorney-in-Fact and agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue hereof.

This power of attorney shall not be affected by disability, incompetency or incapacity of Principal.

This power of attorney shall expire one hundred eighty (180) days from the date of execution hereof.

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 therefore and of the form and contents thereof, and that the Agent deems the execution thereof on my behalf necessary or desirable.

IN WITNESS WHEREOF, the undersigned has executed this limited durable power of attorney on this the 6<sup>th</sup> day of December, 2017.

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WITNESS

Tanya E. Franz  
Tanya E. Franz

STATE OF Kansas }

COUNTY OF Johnson }

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Tanya E. Franz, 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 foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 6<sup>th</sup> day of December, 2017.



(MUST AFFIX SEAL)

Deidre Ross  
Notary Public

My Commission Expires: 8/27/2019

This instrument prepared by:  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223



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Shelby Cnty Judge of Probate, AL  
12/18/2017 03:17:57 PM FILED/CERT