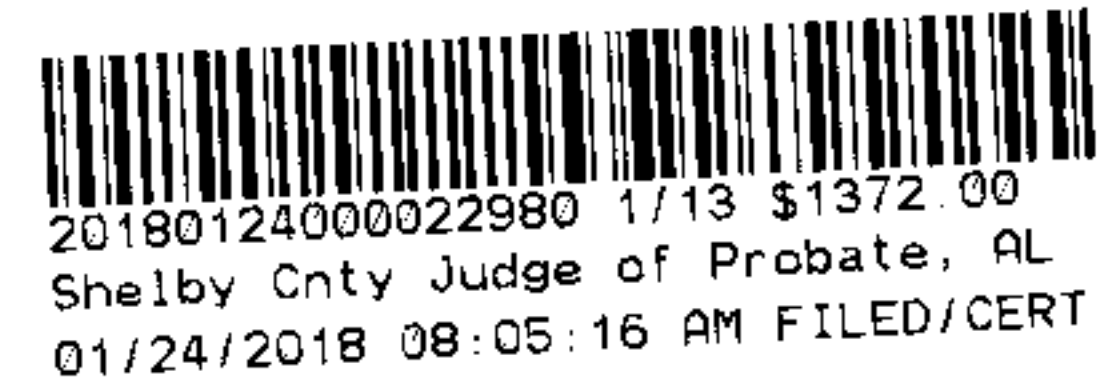


This instrument was prepared by:
Jack T. Carney, Esq.
Carney Dye, LLC
PO Box 43647
Birmingham, Alabama 35243

SEND TAX NOTICE TO:
Deborah Franks
501 Cahaba Farms Drive
Indian Springs, Alabama 35124

QUITCLAIM DEED



KNOW ALL MEN BY THESE PRESENTS THAT:

That for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, to the undersigned Grantors, in hand paid by the Grantees herein, the receipt whereof is acknowledged, we, **James B. Franks and Deborah Franks, husband and wife** (herein referred to as "GRANTORS"), do hereby remise, release, quitclaim, grant, sell and convey unto **James B. Franks and Deborah Franks, husband and wife** (herein referred to as "GRANTEES"), for and during their joint lives as joint tenants with rights of survivorship and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder or right of reversion, all our right, title, interest and claim in or to the following described real estate, situated in Shelby County, Alabama to wit:

Lot 9 according to the Survey of Cahaba Valley Farms, a single family residential, estate lot subdivision, as recorded in Map Book 15 page 36 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. 201__ ad valorem taxes not yet due and payable;
2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 245 page 293 in Probate Office;
3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 133 page 170 in Probate Office; and
4. Restrictions, limitations and conditions as set out in Map Book 15 page 36.

TO HAVE AND TO HOLD same unto Grantees, and unto Grantees' assigns forever, with all appurtenances thereunto belonging.

NO TITLE OPINION GIVEN.

This transfer is being made under the authority of a Durable Power of Attorney executed on February 16, 2012. A copy of said Power of Attorney shall be recorded concurrently with this deed.

IN WITNESS WHEREOF, this instrument was executed, signed and delivered by the undersigned on this the 20th day of December, 2017

Shelby County, AL 01/24/2018
State of Alabama
Deed Tax: \$1321.00

GRANTORS:

James B Franks by Deborah Church Franks
James B. Franks, by Deborah Church Franks, as his
attorney-in-fact *attorney in fact*

Deborah Church Franks
Deborah Franks

STATE OF Alabama)
COUNTY OF Jefferson


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Deborah Church Franks, attorney-in-fact for James B. Franks, a married man**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of December, 2017

Elin King Boyer

NOTARY PUBLIC

My Commission Expires: 07/25/2020


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Shelby Cnty Judge of Probate: AL
01/24/2018 09:05:16 AM FILED/CERT

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Deborah Franks, a married woman**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal, this the 20th day of December, 2017.

Lin King Bouyer
NOTARY PUBLIC

My Commission Expires: 07/25/2020

Grantors' Address:
Deborah and James Franks
501 Cahaba Farms Drive
Indian Springs, AL 35124

Grantees' Address:
Deborah and James Franks
501 Cahaba Farms Drive
Indian Springs, AL 35124


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Shelby Cnty Judge of Probate, AL
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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name James B. + Deborah Franks
Mailing Address 501 Cahaba Farms Dr
Indian Springs, AL 35124

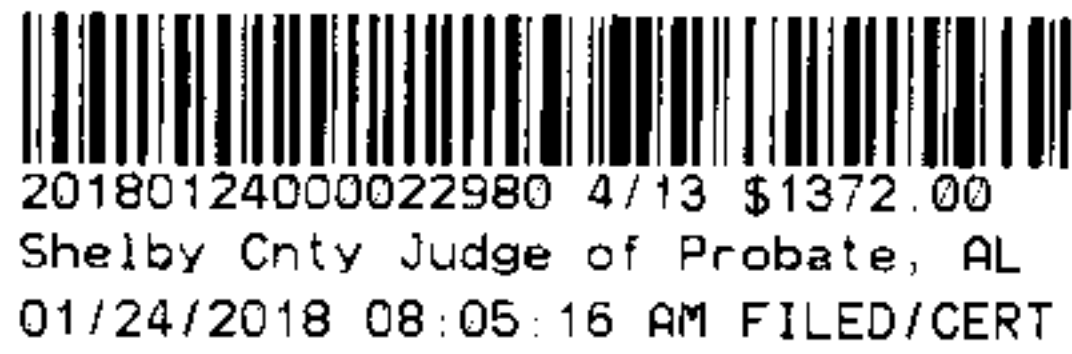
Grantee's Name James B. + Deborah Franks
Mailing Address 501 Cahaba Farms Dr
Indian Springs, AL 35124

Property Address 501 Cahaba Farms Dr
Indian Springs, AL 35124

Date of Sale 12/20/17
Total Purchase Price \$ _____

or
Actual Value \$ _____

or
Assessor's Market Value \$ 1,320,930



The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☒ Other tax assessed value

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 1/5/18

Unattested

(verified by)

Print _____

Sign _____

Jack T. Carney, Jr.

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

THIS DOCUMENT PREPARED BY:
Jack T. Carney, Attorney-at-Law
3410 Independence Drive
Birmingham, Alabama 35209
(205) 969-8181

**DURABLE POWER OF ATTORNEY
OF
JAMES B. FRANKS**

ARTICLE I

INTRODUCTION

Introductory Provision. I, **JAMES B. FRANKS**, as principal (the "Principal") have this day appointed **DEBORAH CHURCH FRANKS** to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. In addition, to provide for succession in the event that my Agent cannot serve or continue to serve, I appoint the following persons to serve as consecutive alternates to my Agent named above and who shall serve in the order specified below:


First Alternate	LYNN MARIE HOUGHABOOM
Second Alternate	DEBRA LEIGH HUGHES
Third Alternate	SHARON RENE' HAZOURI
Fourth Alternate	STEPHANIE P. BRANYON
Fifth Alternate	JONATHAN WAYNE CANADA

If any Alternate Agent shall be unable or unwilling or unavailable to serve or to continue to serve as my Agent, the next Alternate Agent named above shall serve as my Agent.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under Alabama law and hereby revoke all powers of attorney heretofore made by me.

Agent Authorization. All persons named as Agents or Alternate Agents herein, who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Delegation of All Powers Lawful to Delegate. I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.


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ARTICLE II

ASSET POWERS

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(1) **Power to Sell.** My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) **Power to Buy.** My Agent is authorized to buy every kind of property, real, personal, intangible and/or mixed, on such terms and conditions as my Agent shall deem appropriate.

(3) **Power to Invest.** My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible and/or mixed, wherever located.

(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Manage Personal Property.** With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell or transfer any such personal property, whether owned currently or hereinafter acquired by me.

(6) **Power to Operate Businesses.** My Agent is authorized to continue the operation of any business, corporation, partnership, limited liability company, proprietorship, or other entity owned by me, including all things relating to the management, operation, financing, and sale of any such business.

(7) **Power to Exercise Rights in Securities.** My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire.

(8) **Power to Demand and Receive.** My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, dues rights, accounts, legacies,

bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled.

(9) **Power to Exercise Elective Share Rights.** My Agent is authorized to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, and to retain any property which I have the right to elect to retain, as my Agent deems appropriate.

(10) **Power With Respect to Employment Benefits.** My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets from such plans; to make and change beneficiary designations; and to consent and/or waive consent in connection with the designation of beneficiaries.

(11) **Power With Respect to Bank Accounts.** My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.


(12) **Power With Respect to Safe-Deposit Boxes.** My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases.

(13) **Power With Respect to Legal and Other Actions.** My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way.

(14) **Power to Manage Membership Plans and Accounts.** My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts (including all digital accounts).

(15) **Power to Borrow Money.** My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

(16) **Power Regarding Trusts for the Principal.** My Agent is authorized to create, amend, revoke or terminate any *inter vivos* trust on my behalf.


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(17) **Power to Fund Trusts Created by the Principal.** My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument any and all of my cash, real or personal property of all kinds, or interests in property.

(18) **Power to Withdraw Funds From Trusts.** My Agent is authorized to request, withdraw, and/or receive the income or corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(19) **Power to Renounce and Resign From Fiduciary Positions.** My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.


(20) **Power to Disclaim, Renounce, Release, or Abandon Property Interests.** My Agent is authorized to renounce, disclaim, release, or abandon any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will.

(21) **Power With Respect to Insurance.** My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and liability insurance on assets of mine against loss or damage.

(22) **Power With Respect to Taxes.** My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(23) **Power to Oversee Qualified State Tuition Plans.** My Agent is authorized to create, fund, modify, and terminate one or more qualified state tuition plans created under section 529 of the Internal Revenue Code.

(24) **Power to Make Gifts.** My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift. PROVIDED, however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the greater of Five Thousand Dollars (\$5,000.00) or Five Percent (5%) of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.


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(25) **Power to Provide Support to Others.** My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

(26) **Power to Make Loans.** My Agent is authorized to lend, renew or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

(27) **Power to Change Beneficiaries.** My Agent is authorized to change the beneficiaries on any insurance policies on my life, and neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance on the life of my said Agent herein named, which may at any time be owned by me. My Agent is also authorized to change the beneficiaries on any retirement assets I may own, including, but not limited to: IRAs, 401Ks, 403bs and pension plans.

(28) **Power to Change Rights of Survivorship.** My Agent is authorized to change the rights of survivorship for any asset in which I have an ownership interest and a right to change the survivorship rules.

ARTICLE III

CARE AND CONTROL OF THE PERSON

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows:

(1) **Power to Provide for Principal's Support.** My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence, to provide normal domestic help, and to provide clothing, transportation, medicine, food, health care, custodial care, and incidentals, as my Agent shall deem appropriate.

(2) **Power to Provide for Personal Care.** My Agent may make all decisions related to my personal care, including but not limited to, providing for my food and clothing, transportation, recreation, entertainment, and other activities of daily life.

(3) **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate; if I have not previously done so myself.

(4) **Power to Change Domicile.** My Agent is authorized to establish a new residency or domicile for me, as my Agent shall deem appropriate.

(5) **Designation of Agent as HIPAA Personal Representative.** This Durable Power of Attorney authorizes my Agent to act on my behalf pertaining to me and my property. Some of these decisions also deal with decisions that relate to my health and health care matters. I therefore grant and confirm that my Agent also shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to my "protected health information." My Agent is authorized to request and receive all "protected health information" and all other types of my medical records and information from my doctors, hospitals, and any other medical facility or provider.

ARTICLE IV

INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts.** My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.

(2) **Hire and Fire any Personnel.** My Agent is Authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf and to promptly pay such costs, and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) **Power to Do Miscellaneous Acts.** My Agent is authorized to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE V

THIRD PARTY RELIANCE

Third Party Reliance. Third parties may rely upon the representations of my Agent as to all matters relating to any power granted to my Agent, and no person who may act in reliance

upon the representations of my Agent or the authority granted to my Agent shall incur any liability to me or my estate as a result of permitting my Agent to exercise any power.

ARTICLE VI

DURABILITY PROVISION

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

Introduction. The following provisions shall apply:

(1) **Reimbursement of Expenses but No Compensation for Agent.** My Agent shall not be entitled to compensation for services rendered hereunder but shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument.

(2) **Agent Accountability.** Unless requested by my family or a court, my Agent shall not be required to, but may, prepare, distribute, and, if appropriate, file with an appropriate court an annual accounting.

(3) **Nomination of Agent as Conservator and Guardian for Principal.** To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator and/or in any similar representative capacity, if such an appointment is necessary.

(4) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Personal Representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Personal Representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(5) **Waiver of Duty to Produce Income, Authority for Transactions between Agent as Agent and Agent as Individual and Eligibility of Agent to Serve in Other Fiduciary Capacities for Principal.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments. My Agent shall have no liability for entering into transactions authorized by this instrument with my Agent in my Agent's individual capacity as long as my Agent believes in good faith that such transactions are in my best interests or the best interests of my estate and those persons interested in my estate. My Agent shall be eligible to serve in all other fiduciary capacities, for me or my benefit (but not in my place where I may serve as a fiduciary for others), including but not limited to serving as Trustee, Guardian, Conservator, Committee, Personal Representatives.

(6) **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

(7) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(8) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(9) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my agent to sign my name, as principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent.


(10) **Agent Authorized to Employ Principal's Attorney.** The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment.

(11) **Governing Law.** This instrument shall be governed by the laws of the State of Alabama in all respects.

(12) **Revocation and Amendment.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents.

(13) **Counterpart Originals.** If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(14) **Photocopies and Electronic Copies.** My Agent is authorized to make photocopies and electronic copies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy or electronic copy shall have the same force and effect as any original.


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(15) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.


IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this the ____ day of ____, 20__.


JAMES B. FRANKS, PRINCIPAL


STATE OF ALABAMA

COUNTY OF JEFFERSON

Notarial Acknowledgment. The foregoing instrument was acknowledged before me this the ____ day of ____, 20__ by JAMES B. FRANKS, Principal.


(Signature of Person Taking
Acknowledgment)

My commission expires: ____


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