

**GENERAL DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That I, **Don R. Griffin**, of the County of Jefferson, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint my son, **Blake R. Griffin**, my true and lawful Attorney and Agent (hereinafter called "Agent"), for me in my name, place and stead, and for my behalf and benefit:

1. **GENERAL GRANT OF POWER:** To 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, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted;

(a) **Powers of Collection and Payment:** 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, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible and tangible property and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, 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, and 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;

(b) Power to Acquire and Sell: To acquire, purchase, exchange and grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith;

(c) Management Powers: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;

(c) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations and other institutions, 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;

(d) Motor Vehicles: 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;

(f) Tax Powers: To prepare, sign and file joint or separate income tax returns or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with

respect to gifts made by me for any year or years; to consent to any gift-splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax;

(g) Safe Deposit Boxes: 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 any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power;

(f) Power to Hold Property and Make Investments: The power to hold or acquire any property or securities, regardless of whether such property or securities are a so-called "legal" investment, where such course is, in the said Agent's opinion, for my best interest;

(i) Power of Access and Disclosure of Medical Records and Financial Information: To request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate;

(j) Power to Provide or Withhold Health Care Services: To give or withhold consent to any medical procedure, test or treatment for me including choice of a physician, choice of a hospital or nursing home; to revoke, withdraw, modify or change consents to such procedures, tests or treatment; and to provide such other care, comfort, maintenance and support as my Agent may deem necessary;

(k) Power to Employ and Discharge Health Care Personnel: To employ and discharge

medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Agent shall deem necessary for my physical, mental and emotional well-being, and to pay such individuals, or any of them, reasonable compensation;

(1) Power to Borrow: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy issued on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;

(m) Power to Change Beneficiaries on Any Insurance Policies on My Life: To change the beneficiaries on any insurance policies on my life, provided, however, that 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.

2. MISCELLANEOUS: I grant to the Agent named herein the following additional powers and authority:

(a) I further authorize and empower the Agent named herein to use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of said Agent, for my maintenance and support;

(b) I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit; and

Any decisions made by the said Agent with respect to the matters set forth hereinabove in subsections (a) and (b) shall be final, binding and conclusive upon all of the beneficiaries of my

estate, and said Agent shall be released and discharged of and from all liability for any such decisions that she may make in good faith with respect thereto.

3. INTERPRETATION AND GOVERNING LAW: This instrument is to be construed and interpreted as a general durable power of attorney and shall not be affected by my disability, incompetency or incapacity. The enumeration of specific powers herein is not intended to nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

4. INDEMNITY: I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted him/her in this power of attorney.

5. 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.

6. NOMINATION OF GUARDIAN OR CONSERVATOR: In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my Agent above-named as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.

7. REVOCATION: This general durable power of attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My guardian may also revoke this instrument by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that he/she does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

8. DEATH: My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.

9. ALTERNATE: If my agent is unable or unwilling to act for me, I name as my successor agent my daughter, **Paige G. Herring**.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, which power of attorney shall not be affected by my disability, incapacity or incompetency, and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original.

DATED at BIRMINGHAM, Alabama, on this the 25<sup>th</sup> day of SEPTEMBER, 2015.



(Name)  
PRINCIPAL



WITNESS

Laura Stoppelbein  
PRINTED NAME

2155 Action Parkway Bham AL 35243  
ADDRESS



WITNESS

Lotus Ann Post  
PRINTED NAME

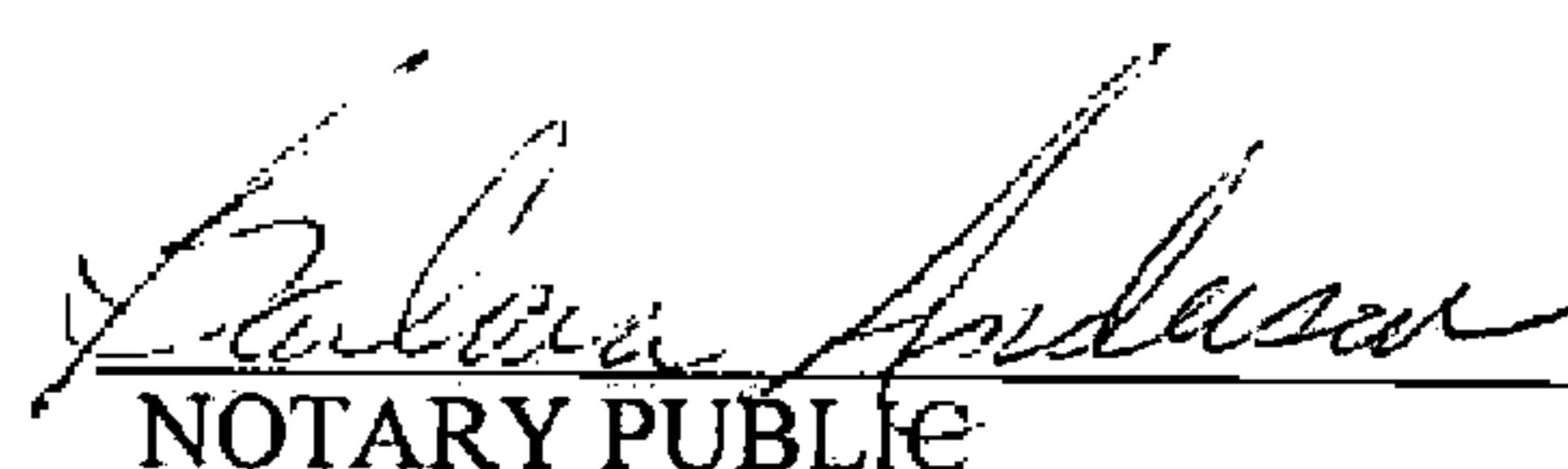
6927 Mt View Dr. NE  
ADDRESS Pinson AL 35098

STATE OF ALABAMA, )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that

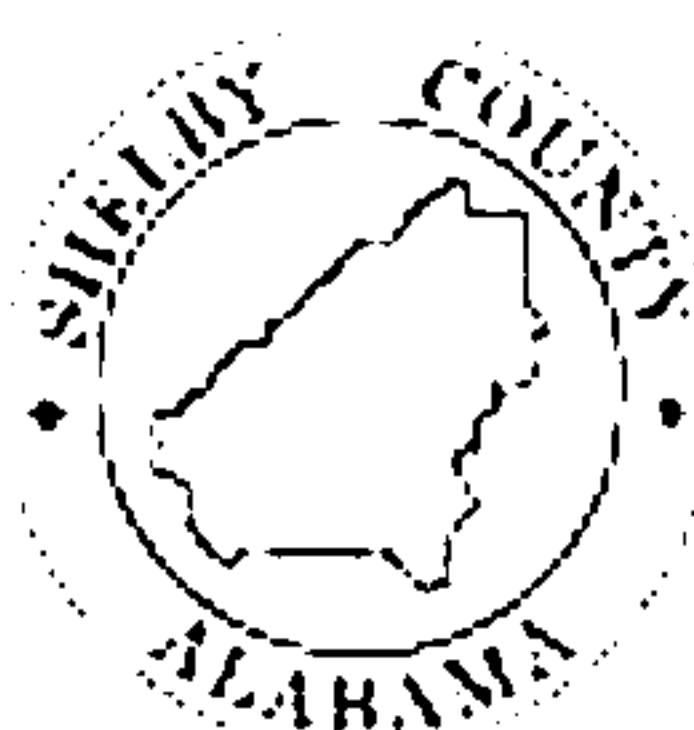
Don R Griffin, whose name/mark is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25<sup>th</sup> day of September, 2015.

  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 28, 2017  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires:



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/22/2019 02:34:12 PM  
\$33.00 CHERRY  
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