

This Instrument Prepared By:
Ahrian Tyler Dudley
Ahrian Tyler Dudley, LLC
400 Caldwell Trace
Birmingham, AL 35242

Send Tax Notice To:
Trustees of Clarence Ray Dudley, Jr. Management Trust
400 Caldwell Trace
Birmingham, AL 35242

STATE OF ALABAMA)
SHELBY COUNTY)

WARRANTY DEED


20190124000025340 1/15 \$408.00
Shelby Cnty Judge of Probate, AL
01/24/2019 11:09:46 AM FILED/CERT

THIS IS A WARRANTY DEED executed and delivered this 23rd day of January 2019 by Clarence Ray Dudley Jr., an unmarried man, (hereinafter referred to as the "Grantor"), to Richard E. Dudley and Kyle S. Dudley as Trustees of the Clarence Ray Dudley, Jr., Management Trust ("Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantees to Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor, the Grantor does by these presents, grant, bargain, sell, and convey unto the Grantee the following described real estate (the "Subject Property") situated in Shelby County, Alabama, to-wit:

See "Exhibit A" for Description attached hereto and incorporated by reference as if set out fully herein.
Scrivener makes no warranties as to accuracy of property description. No title search or survey conducted by scrivener. Property description supplied by Grantor

together with all structures and other improvements located on the real estate herein conveyed, and all easements, licenses, privileges, hereditaments and appurtenances belonging or in any way appertaining thereto.

This conveyance is subject to the following:

1. Ad valorem taxes for the current tax year and subsequent years;
2. Subject to all encumbrances, if any, recorded or unrecorded easements, liens, restrictions, and rights of way of record in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said Grantees, its heirs, executors, successors, and assigns forever.

And said Grantor does for himself, his successors, and assigns, covenant with said Grantee, its successors, and assigns, that he is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, except as noted above; that he has a good right to sell and convey the same as aforesaid; and that he will, and his successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons.

This property is not the homestead of Grantor(s) or spouses.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed on this 23rd day of January 2019.

Grantor:

 Date 1/23/19
Clarence Ray Dudley,
By his Attorneys in Fact and Co-Agents
Richard E. Dudley and Kyle S. Dudley
(Under that General Power of Attorney
dated March 7, 2018 Recorded
herewith)(“Exhibit B”)

Grantor:

 Date 1/23/19
Clarence Ray Dudley,
By his Attorneys in Fact and Co-Agents
Richard E. Dudley and Kyle S. Dudley
(Under that General Power of Attorney
dated March 7, 2018 Recorded
herewith)(“Exhibit B”)

STATE OF ALABAMA)
SHELBY COUNTY)

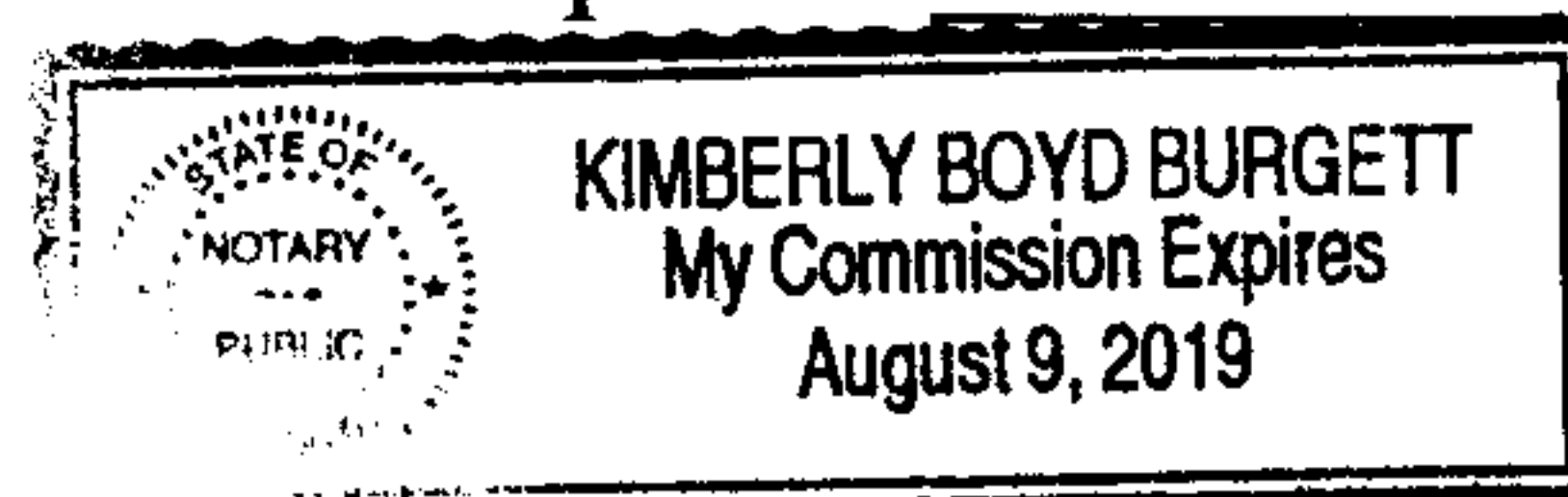
I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Kyle S. Dudley, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of January 2019.

Kimberly Boyd Burgett

NOTARY PUBLIC

My Commission Expires: _____



STATE OF ALABAMA)
SHELBY COUNTY)

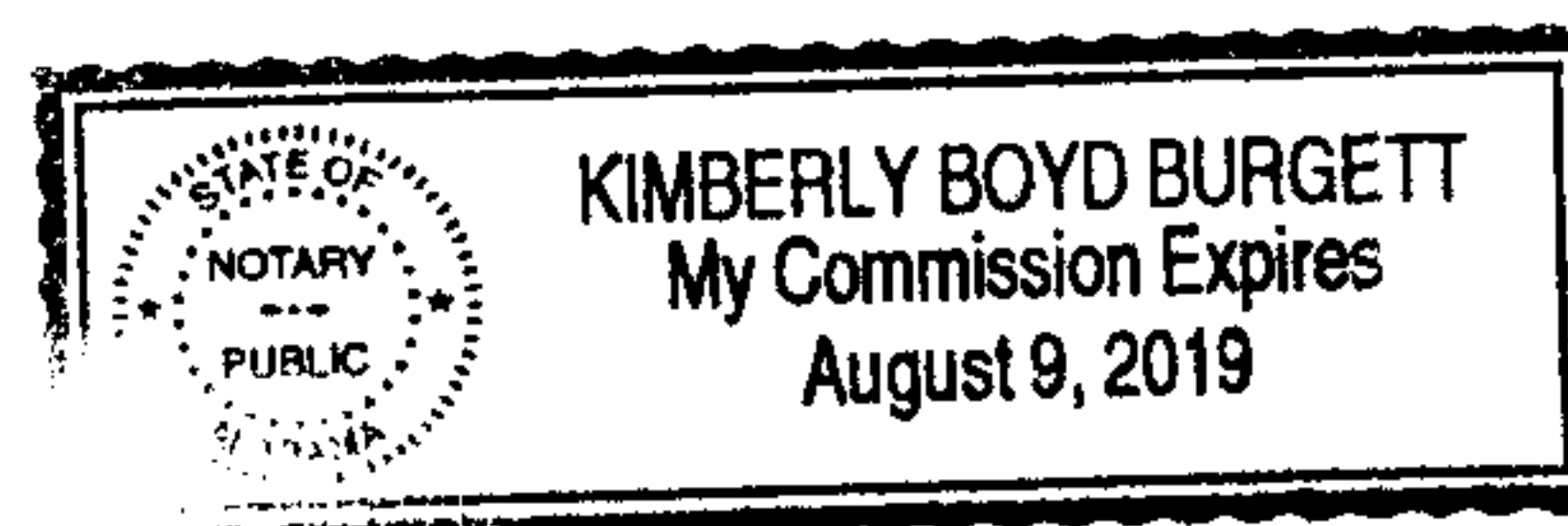
I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Richard E. Dudley, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of January 2019.

Kimberly Boyd Burgett

NOTARY PUBLIC

My Commission Expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION:


20160302000067400 3/6 \$379.00
Shelby Cnty Judge of Probate, AL
03/02/2016 04:22:47 PM FILED/CERT

Parcel I: A parcel of land located in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South Range 2 West and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 29, thence in a Southerly direction, along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 215.46 feet to the Point of Beginning, thence continue along last described course, along said East line a distance of 44.54 feet, thence 38 degrees, 10 minutes 02 seconds left, in a Southeasterly direction, a distance of 888.85 feet to a point on the Northwest right-of-way line of Cahaba Valley Road (Shelby County Highway 119), thence 95 degrees 44 minutes 58 seconds right, in a Southwesterly direction along said right-of-way, a distance of 570.97 feet; thence 87 degrees 21 minutes 27 seconds right, in a Northwesterly direction, a distance of 639.67 feet; thence 23 degrees 00 minutes 17 seconds left, in a Northwesterly direction a distance of 149.38 feet; thence 61 degrees, 29 minutes, 11 seconds left, in a Southwesterly direction a distance of 258.11 feet; thence 64 degrees 50 minutes, 00 seconds right, in a Northwesterly direction a distance of 48.84 feet; thence 10 degrees 20 minutes 00 seconds right, in a Northwesterly direction, a distance of 165.93 feet to a point on the Southeast right-of-way line of an Alabama Power Company easement; thence 101 degrees 13 minutes 42 seconds right, in a Northeasterly direction along said right-of-way, a distance of 754.89 feet; thence 28 degrees 24 minutes 30 seconds right in a Northeasterly direction a distance of 176.20 feet to the Point of Beginning and containing 14.217 acres more or less. Being that same property conveyed to Parkview, Inc. by Grace A. Bishop and Quin W. Bishop in a deed recorded in Book 323, Page 174 in the Office of the Judge of Probate of Shelby County Alabama on November 7, 1979.

Parcel II: A parcel of land located in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, thence in a Southerly direction, along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 215.46 feet to the Point of Beginning, thence continue along last described course a distance of 44.54 feet, thence 38 degrees, 10 minutes 02 seconds left, in a Southeasterly direction, a distance of 888.85 feet to a point on the Northwesterly right of way line of Shelby County Highway 119, thence 178 degrees 17 minutes 37 seconds left, in a Northwesterly direction, a distance of 924.28 feet to the Point of Beginning. Being that same property conveyed to Parkview, Inc. by Grace A. Bishop and Quin W. Bishop in a deed recorded in Book 335, Page 571 in the Office of the Judge of Probate of Shelby County Alabama on October 19, 1981.

Parcel III: A parcel of land located in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, thence in a Southerly direction, along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 215.46 feet, thence 85 degrees 15 minutes 07 seconds right, in a Westerly direction, a distance of 176.20 feet to the Point of Beginning, said point being on the Southeasterly line of a 50 foot wide Alabama Power Company easement, thence continue along last described course, a distance of 498.84 feet, thence 3 degrees 56 minutes 38 seconds right, in a Western direction, a distance of 255.0 feet,

thence 89 degrees 19 minutes left, in a Southerly direction, a distance of 245.51 feet, thence 44 degrees 15 minutes 50 seconds left, in a Southeasterly direction, a distance of 171.24 feet to said Southeasterly line of a 50 foot wide Alabama Power Company easement, thence 78 degrees 46 minutes 18 seconds left, in a Northeasterly direction along said easement, a distance of 754.89 feet to the Point of Beginning. Being that same property conveyed to Parkview, Inc. by Grace A. Bishop and Quin W. Bishop in a deed recorded in Book 335, Page 572 in the Office of the Judge of Probate of Shelby County Alabama on October 19, 1981.


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EXHIBIT "A" part B

PERPETUAL EASEMENT AND RIGHT OF WAY

A perpetual 30 foot utility easement and right of way for the installation, construction and maintenance of a sewer outfall line described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 2 West; run thence in Southerly direction along the East line $\frac{1}{4}$ - $\frac{1}{4}$ Section for 260 feet; thence deflect left 38 degrees 10 minutes 02 seconds and run in a Southeasterly direction for 858.70 feet to the Northeast corner of a 30 foot proposed utility easement and being the Point of Beginning; thence continue along last described course for 30.15 feet to a point on the North right-of-way of Alabama State Highway 119; thence deflect right 95 degrees 44 minutes 58 seconds and run in a Southwesterly direction along said right-of-way for 570.97 feet; thence deflect right 87 degrees 21 minutes 27 seconds and run in a North westerly direction along said easement for 30.03 feet; thence deflect right 92 degrees 38 minutes 33 seconds and run in a Northeasterly direction along said easement for 569.33 feet to the Point of Beginning. Said easement granted to Shelby County and containing .58 acres and recorded in Book 245, Page 41, in the Office of the Judge of Probate of Shelby County, Alabama on June 5, 1989.

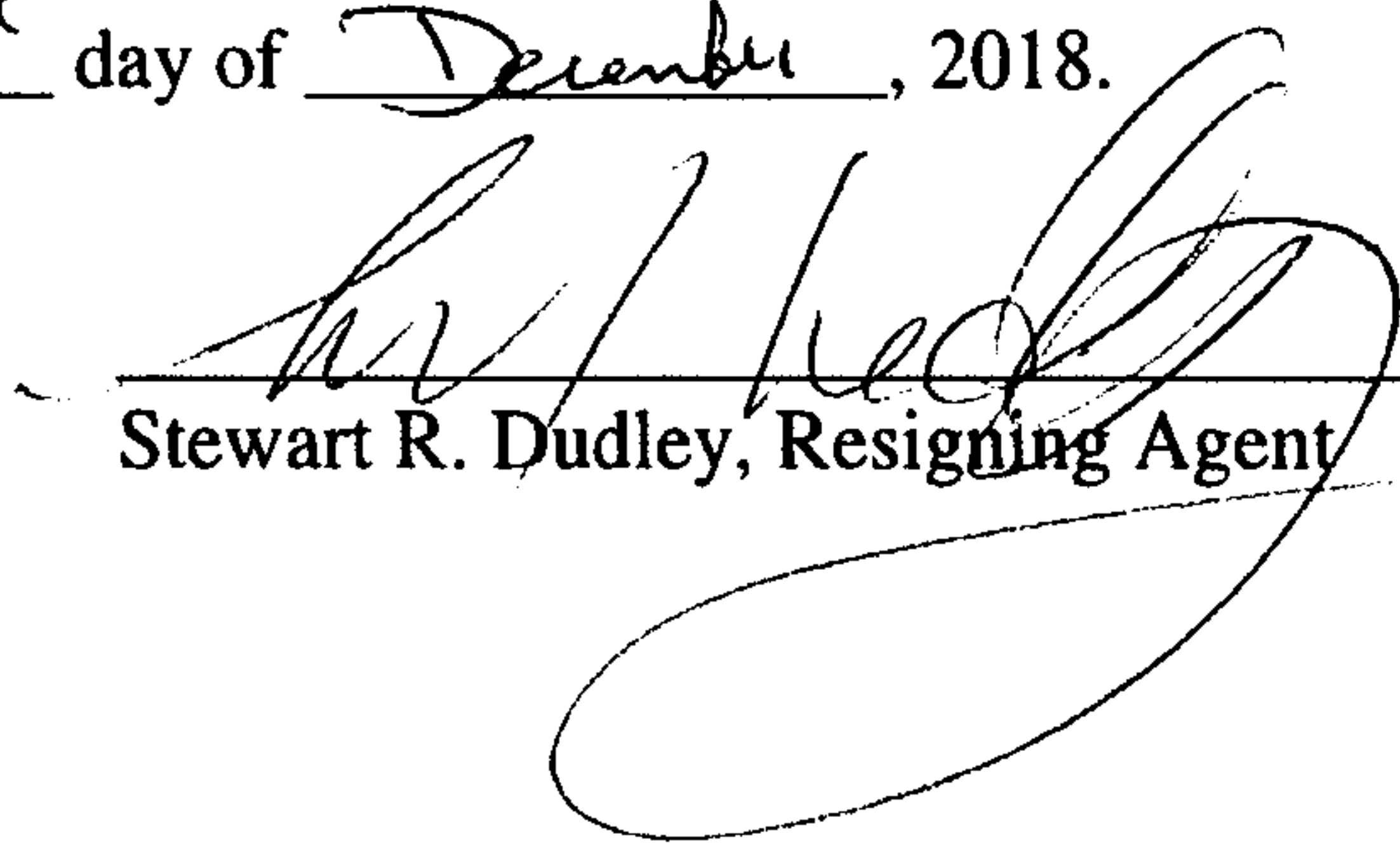

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RESIGNATION OF AGENT UNDER
GENERAL DURABLE POWER OF ATTORNEY

The undersigned, STEWART R. DUDLEY, being the co-Agent under that certain General Durable Power of Attorney executed by CLARENCE RAY DUDLEY, JR. on March 7, 2018, does hereby resign and terminate his representative capacity as co-Agent pursuant to said Power of Attorney by delivering this written instrument to his co-Agent, RICHARD E. DUDLEY, and his successor Agent, KYLE DUDLEY, as a notification of said Resignation.

IN WITNESS WHEREOF, the undersigned, STEWART R. DUDLEY, as the resigning Agent under the said General Durable Power of Attorney, has executed this Resignation for the purpose of evidencing said Resignation, which shall be in full force and effect after execution by him on this 18th day of December, 2018.

 (SEAL)
Stewart R. Dudley, Resigning Agent

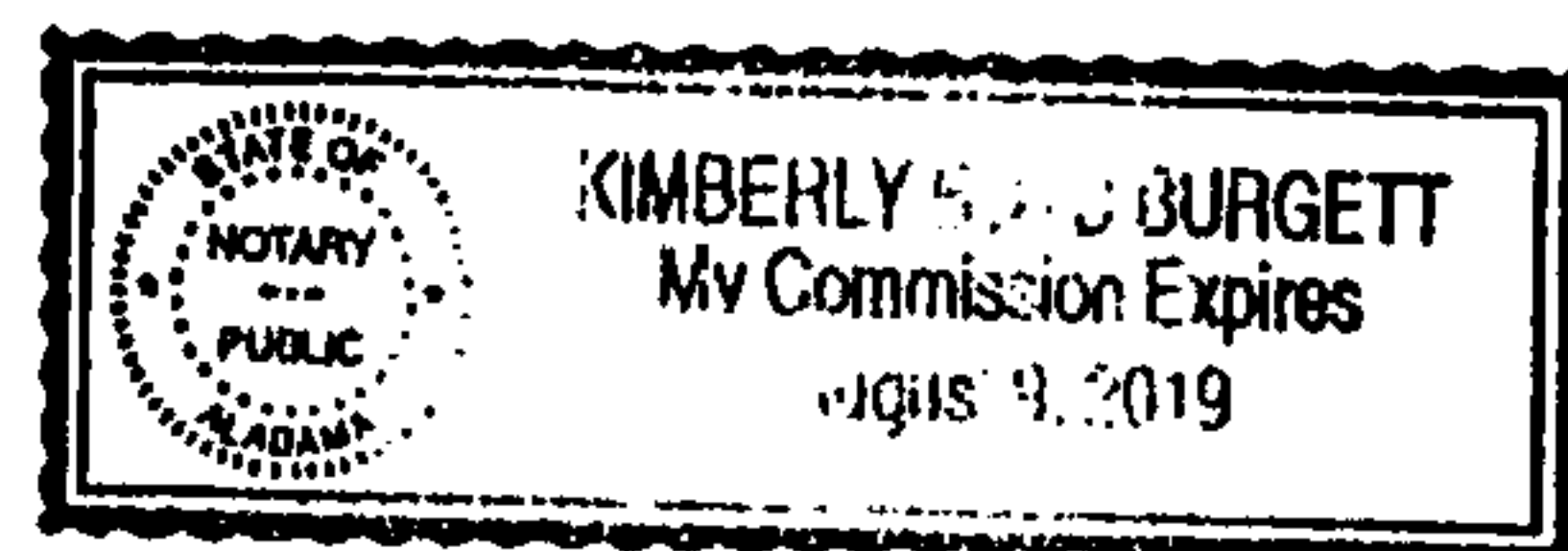
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority in and for the State of Alabama at Large, hereby certify Stewart R. Dudley, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of December, 2018.


Notary Public
My Commission Expires: _____

[SEAL]



ACKNOWLEDGEMENT

I, the undersigned, being the successor Agent named to serve in the place of Stewart R. Dudley upon his resignation under that certain General Durable Power of Attorney executed by CLARENCE RAY DUDLEY, JR. on March 7, 2018, do hereby acknowledge receipt of the attached Resignation of Agent under General Durable Power of Attorney by STEWART R. DUDLEY, which said instrument was received on this the 18th day of December, 2018, and I do hereby express my willingness to assume the duties of co-Agent together with Richard E. Dudley under said Power of Attorney as outlined therein.


KYLE DUDLEY


20190124000025340 8/15 \$408.00
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01/24/2019 11:09:46 AM FILED/CERT

This instrument was prepared by
Melinda M. Mathews
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, CLARENCE RAY DUDLEY, JR., of the County of Jefferson, State of Alabama, have made, constituted and appointed, and by these presents do make, constitute and appoint STEWART R. DUDLEY and RICHARD E. DUDLEY my true and lawful Attorney and Agent (hereinafter called "Agent"), for me in my name, place and stead, and for my behalf and benefit, hereby revoking and terminating any and all other General Durable Powers of Attorney heretofore made by me:

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, including all general authority granted to an agent under the Alabama Uniform Power of Attorney Act; provided, however, in the event a direct conflict arises between the provisions of this instrument and the authority granted an agent under the Alabama Uniform Power of Attorney Act, the provisions of this instrument shall control. I hereby ratify and confirm 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

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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;

(d) 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;

(e) 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) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;

(g) Tax Powers: To prepare, sign and file 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 and to utilize any tax election; to execute IRS Form 2848 and appoint one or more individuals as my Agent may select, including himself, or herself, to serve as my Agent for tax matters; and to prepare, sign and file any claims for refund of any tax;

(h) 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;

(i) 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;

(j) 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, hospital, and health insurance 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;

(k) 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;

(l) Disclaimer: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;

(m) Trusts: To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this power of attorney, and to create an inter vivos trust for my benefit, the terms of which following my death are substantially similar to my estate planning documents, or if I have no estate planning documents that would govern the disposition of my estate, is payable following my death to those persons who would be my heirs if I had died intestate; provided that any trust so created does not include any authority or powers that are prohibited by the Alabama Uniform Power of Attorney Act;

(n) Power to Manage Individual Retirement Accounts and Benefit Plans: To exercise all rights, privileges, elections and options I have with regard to any individual retirement account, pension, profit sharing, stock bonus, Keogh, or other retirement plan, or other benefit or similar arrangement; including, but not limited to, the power and discretion to make contributions, to make withdrawals; to determine forms and timing of payment on my behalf or on behalf of my beneficiaries; to make, change, or alter investment decisions; to change custodians or trustees; to make or complete roll-overs; and to make direct "trustee-to-trustee" or similar type transfers of the assets, rights, or other benefits thereof;

(o) Power to Change Beneficiaries on Any Insurance Policies on My Life: To change the beneficiaries on any insurance policies on my life that name my estate as beneficiary; provided, however, that any such change must be consistent with the terms of my most current Last Will and Testament, 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;

(p) Power to Manage Qualified Tuition Plan Accounts: To exercise all rights, privileges, elections and options I have as the plan participant or account owner of any Qualified Tuition Plan, as defined by Section 529 of the Internal Revenue Code of 1986, as amended; including, but not limited to, the power and discretion to make distributions to designated beneficiaries, regardless of whether such distributions cause adverse federal or state income tax consequences or penalties; to make, change, or alter investment decisions; to transfer assets from one plan to another regardless of whether the transferee plan is a savings plan or prepaid tuition plan sponsored by a state or educational institution; and to obtain a refund of account assets to the extent permitted by the plan agreement. Notwithstanding anything above to the contrary, my Agent shall not have the power to change the designated beneficiary of any Qualified Tuition Plan of which I am the plan participant or account owner, or to make a plan transfer that results in such a change;

(q) Power to Sue Third Parties Who Fail to Act Pursuant to Power of Attorney: If any third party (including but not limited to stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my Agent seeks to transact refuses to recognize my

Agent's authority to act on my behalf pursuant to this power of attorney, I authorize my Agent to sue and recover from such third party all resulting damages, costs, expenses, and attorney's fees that are incurred because of such failure to act. The costs, expenses, and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party.

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

(a) In the event any Agent named herein should be of the opinion at any time that he does not have the expertise to manage all or any part of my assets, I grant to said Agent the right and power to delegate the management powers hereinabove granted over all or any part of my assets to any bank or trust company having at such time total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars, and to enter into any management or agency agreements with the said bank or trust company pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon not more than ninety (90) days' written notice to said bank or trust company.

(b) I grant full and absolute authority to the Agent named herein, on a noncumulative, yearly basis, to make gifts to my sons, in trust or otherwise, as well as to their spouses and to their lineal descendants, in trust or otherwise, with the amount of gifts to them each year not to exceed that amount which is excludable from the total amount of gifts made during such year under Section 2503(b) of the Internal Revenue Code of 1986, as amended. The above authority to make gifts shall include the power to establish and/or make transfers to Qualified Tuition Plans that name my sons or their descendants as designated beneficiaries. In making gifts to Qualified Tuition Plans, my Agent's determination of the maximum amount of gifts excludable under Section 2503(b) may take into account the treatment of excess contributions to such plans under Section 529(c)(2). Furthermore, my Agent may make transfers of my property on behalf of my lineal descendants as tuition payments to an educational institution and for medical payments to the provider of such medical care; provided, however, that all such transfers shall be "qualified transfers" excluded from the definition of gift by Section 2503(e) of the Internal Revenue Code of 1986.

(c) 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, and for the benefit of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any provision herein to the contrary notwithstanding, the Agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the Agent or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.

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

(e) During any period that I am incapacitated, I expressly vest my Agent with the power to continue my pattern of charitable gifts (but the aggregate annual amount of such gifts shall not exceed the average annual amount given by me over the last three years in which I was not incapacitated).

Any decisions made by the said Agent with respect to the matters set forth hereinabove in sections 2(b), 2(c), 2(d), and 2(e) 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 said Agent 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, or by lapse of time. 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 in this power of attorney, except for any of the foregoing arising out of (i) a breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of this instrument or my best interest or (ii) conduct involving gross negligence or fraud.

5. EXONERATION: I specifically release my Agent and any successor Agent from any liability for breach of a duty hereunder, except for a breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of this instrument or my best interest.

6. 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.

7. 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 named to serve hereunder, in the order set forth herein, as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.

8. REVOCATION: This general durable power of attorney may be voluntarily revoked by me at any time by written instrument. In the event that a person, other than my nominated Agent, is appointed guardian by a court of competent jurisdiction, said guardian may also revoke this general durable power of attorney at any time by written instrument. Any affidavit executed by my Agent stating that he or 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, either by delivery of such revocation to my Agent or otherwise, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

9. 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.

10. SUBSTITUTE AGENT: If either Stewart R. Dudley or Richard E. Dudley ceases to act as my Agent due to his death, incapacity, or resignation, I appoint Kyle Dudley to serve in his place and stead as my Agent. If any two (2) of Stewart R. Dudley, Richard E. Dudley or Kyle Dudley fails or ceases to act as my Agent due to his death, incapacity, or resignation, I appoint the other or the survivor of them as my Agent.

11. JOINT POWER: So long as any two (2) of the above-named individuals shall be serving as my Agent hereunder, it is my intent that the power granted to my said Agents shall be a joint

power, which shall be exercised by my said Agents as they may from time to time act on my behalf. The individuals named as my Agent may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one such named individual.

12. INCAPACITY, DEATH OR RESIGNATION OF AGENT: Any person acting or named to act as my Agent hereunder (i) shall be deemed to be incompetent to act when a licensed physician or neuropsychologist whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of capacity of such person to manage his or her financial affairs; (ii) shall be proven as deceased by an affidavit of a surviving joint agent or named successor agent, as applicable, which attaches proof of death of the deceased agent; and (iii) be considered a past, resigned Agent, after executing a letter of resignation in which the agent or joint agent declines to serve as agent.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney, which 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 the 7 day of March, 2018.

Melinda Matthews
Witness

Clarence Ray Dudley, Jr.
Clarence Ray Dudley, Jr., Principal (SEAL)

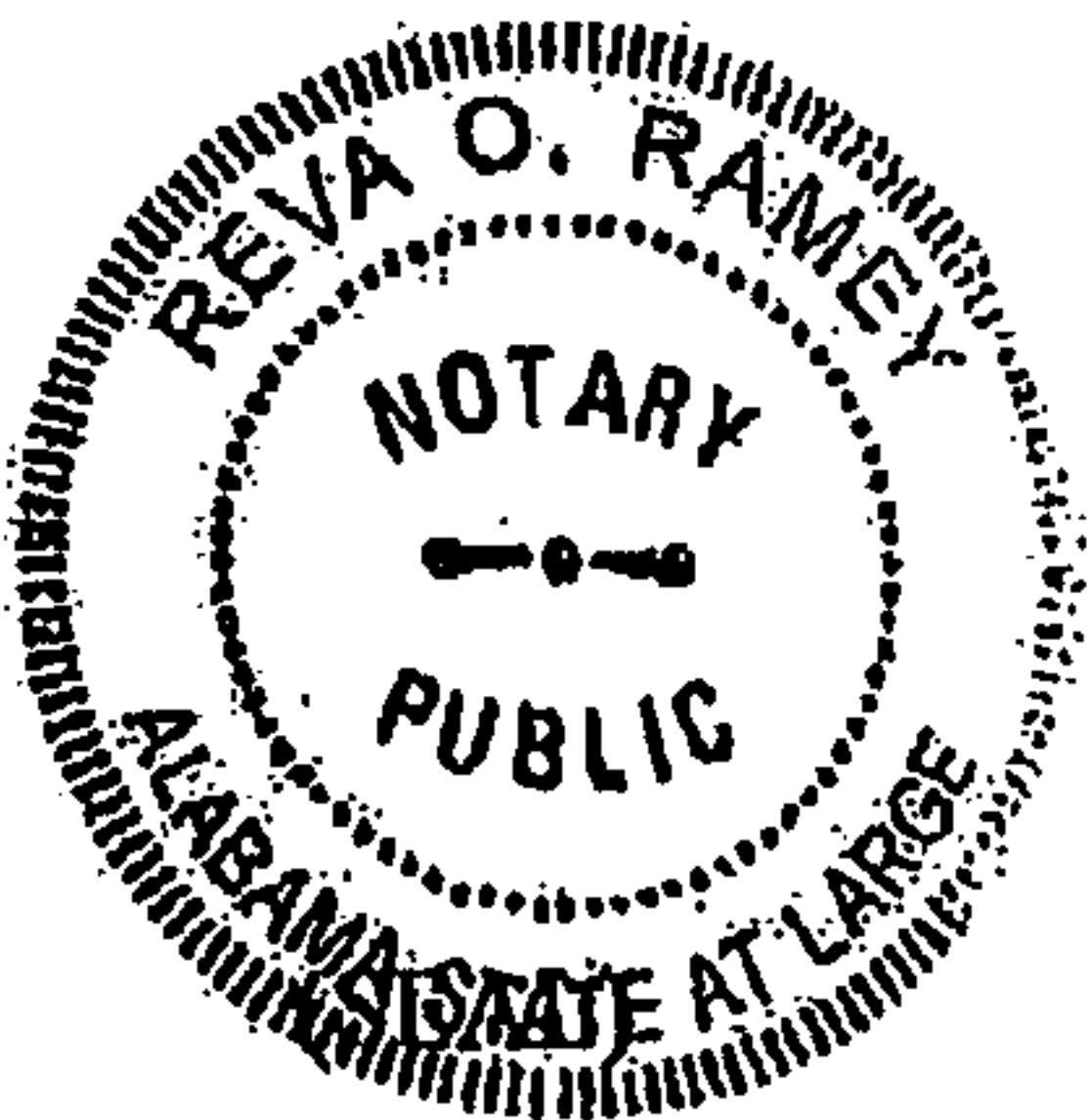
Kimberly Smith
Witness

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Clarence Ray Dudley, Jr., who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of March, 2018.



Reva O. Ramey
Notary Public MY COMMISSION EXPIRES NOVEMBER 20, 2020
My Commission Expires: _____

Real Estate Sales Validation Form

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

Grantor's Name Clarence Ray Dudley Jr Grantee's Name Clarence Ray Dudley Jr.
Mailing Address 2315 Cahaba Valley Rd Mailing Address Management Trust
Indian Springs Village 400 Caldwell Trace
AL 35124 Birmingham AL 35242

Property Address Same Date of Sale Jan. 23 2019
Total Purchase Price \$ Gift Transfer to
or Revocable Trust
Actual Value \$ 350,000
or
Assessor's Market Value \$

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 ☐ Appraisal
☐ Sales Contract ☒ Other 1/3 interest in undivided interest
☐ Closing Statement prior sale 3/2/2014

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.

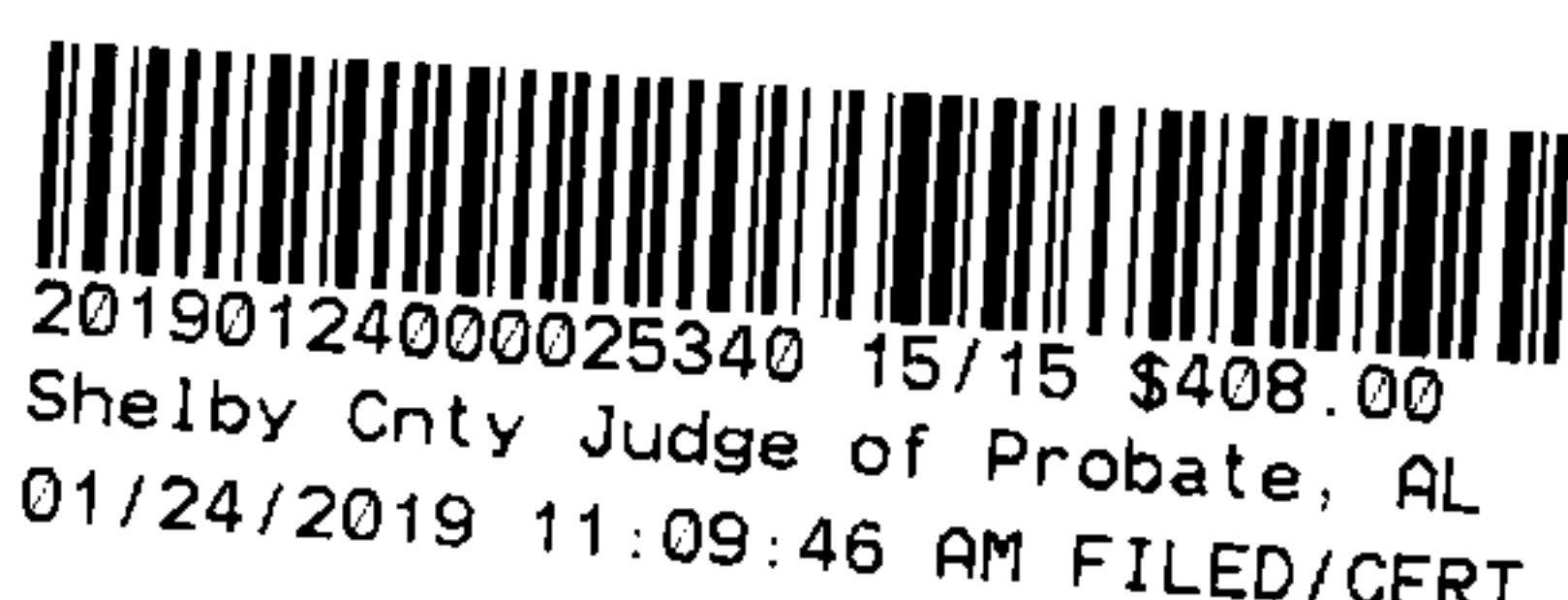
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be 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 1/23/19

Unattested

Print Kyle Dudley Richard Dudley
Sign [Signature] [Signature]
(Grantor/Grantee/Owner/Agent) circle one



Form RT-1