

**DURABLE POWER OF ATTORNEY**

THE POWERS YOU GRANT BELOW ARE EFFECTIVE EVEN IF YOU BECOME DISABLED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU.

KNOWN BY ALL PERSONS PRESENT, THAT:

I, Ellen K. Elliott, of 2637 North Chandalar Lane, Pelham AL 35214, "Principal", execute this General Power of Attorney and do hereby make, constitute and appoint: Mary Kelly Sullivan, of 2309 Queensview Road, Birmingham AL 35226, "Agent" or "Attorney-in-Fact", as my attorney-in-fact TO ACT IN MY NAME, PLACE AND STEAD in any way which I myself could do as if I were personally present and to the extent that I am permitted by law to act through an agent, pursuant to the following provisions:

1. **EFFECTIVENESS OF POWER OF ATTORNEY:** This instrument is to be construed and interpreted as a general power of attorney effective immediately. This power of attorney shall not be affected by disability, incompetency, or incapacity of the Principal. All acts done by an Attorney-in-Fact in fact pursuant to this power of attorney during any period of disability, incompetency, or incapacity of the Principal have the same effect and inure to the benefit of and bind the Principal and his or her successors in interest as if the Principal was competent, not disabled, and not incapacitated.

2. **GRANT OF POWERS:** I grant to my Agent full power and authorization to do everything necessary in exercising any of the powers herein granted by this power of attorney as fully as I might or could do if personally present. My agent shall have full power of substitution or revocation. I hereby ratify and confirm all that my Agent lawfully does or causes to be done by virtue of this power of attorney and the powers herein granted. My Agent shall have the power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereinafter 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:

(a) **Powers of Collection and Payment:**

(1) To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, accounts, annuities, bequests, bonds, certificates of deposit, checks, commercial paper, debts, deposits, devises, dividends, drafts, dues, insurance, interests, legacies, notes, pension, profit sharing, retirement, social security, stock certificates and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible, 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.

(2) 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,



(b) Property Matters:

- (1) To acquire, purchase, exchange and sell, or 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.
- (2) To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain or otherwise dispose of any or all of my real estate, stocks, bonds, evidences of indebtedness and other securities and other personal tangible and intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and conditions as my said attorney shall deem advisable and to execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.

(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 redempt, in banks, savings and loan associations, and other institutions, execute, release, and heads of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;

(e) 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;

(f) Voting Upon Any Stock: To vote upon any stock now or hereafter owned by me or standing in my name at any and all regular or special meetings of the stockholders of any corporation of which I am or may become a stockholder and at all adjournments thereof; to sign and execute on my behalf any and all proxies, consents, certificates, waivers or any other instruments whatsoever covering or affecting any such stock or my rights and interest as a stockholder in any such corporation; to transfer any such stock on the books of any such corporation, and for that purpose to make and execute all necessary forms of assignment and transfer, and to substitute one or more person with like power; to transfer and assign any such stock for the purpose of carrying out any plan of reorganization, merger, consolidation or readjustment or capitalization affecting any such corporation, and to receive and receipt for any case or securities that I may be entitled to receive on any such reorganization, merger, consolidation or readjustment.

(g) Dividends, Interest and Other Income: To receive or sign orders in respect of any and all dividends, interest or other income which is or shall be payable on all stocks, bonds, notes or other securities, obligations or certificates owned by me or standing in my name; to exercise any and all rights, options or privileges for the conversion or exchange of stocks, bonds, notes or other securities, obligations or certificates, or for subscription thereto, or for the purchase thereof, or any other rights, options or privileges pertaining thereto, and for that purpose to make and execute all necessary orders and authorizations.



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(h) Credit Cards: To have complete control over any credit card accounts or other line of credits I may own or have interest in. To have control to make payment of debts for said credit cards and to also have complete control to terminate and close-out said credit card accounts.

(i) Investment Decisions: To make investment decisions, make withdrawal decisions and to have complete control over any investment account I may own or have interest in. Power under this item also shall include the ability to modify or change the named beneficiary or beneficiaries of any investment account I own or have interest in.

(j) 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 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;

(k) Power to Hold Property and Make Investments: The power to hold or acquire any property, real or personal, 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;

(l) 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) 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 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;

(n) 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;

(o) 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 which may at any time be owned by me on the life of my Agent herein named.

(p) Executing Government Vouchers. To execute vouchers in my behalf for any and all allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof.

(q) Depositing Money and Other Property. To deposit in my attorney's or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me in my behalf.

(r) Recovering Possession of Property. To eject, remove or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed in which I now or hereafter may have an interest.

(s) Litigation. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me.



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(i) Tax Returns. To prepare and execute any tax returns, including, but not limited to, Federal income tax returns, State income tax returns, Social Security tax returns, and Federal and State information and estimated returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court, Federal or State, consents and waivers to determination and assessment of taxes and consents and waivers agreeing to a later determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refund of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters.

(u) Automobiles. To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper registration of any automobile in which I now or may hereafter have an interest, or the sale thereof and transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.

3. MISCELLANEOUS: I grant to the Agent named herein the following additional powers of authority:

(a) In the event any agent named herein should be of the opinion at any time that she 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 person(s) or firm(s), and to enter into any management or agency agreements with said person(s) or firm(s), pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon ninety (90) days' written notice to said person(s) or firm(s).

(b) I grant full and absolute authority to the Agent named herein, to make gifts to persons or organizations described in and meeting the requirements of Section 170 (c), 2522 (a) and Section 2503(b) of the Internal Revenue Code of 1986, as amended, other than my attorney in fact, her estate, her creditors, the creditors of her estate, or any person who my attorney-in-fact has an obligation to support, and in particular to continue my pattern of giving to my immediate family in amounts which qualify for the annual exclusion from federal gift tax.

(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. 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 or 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, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in sections 3(b), 3(c), and 3(d) 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.

4. INTERPRETATION AND GOVERNING LAW: This instrument is to be construed and interpreted as a general power of attorney. 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. This instrument is intended to be effective in all states of the United States and in all foreign countries.

5. **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 her or him in this power of attorney.
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 power of attorney may be voluntarily revoked by me by written instrument signed by me and delivered to my Agent. My guardian may also revoke this instrument by written instrument signed by him or her and delivered to my Agent. Any affidavit executed by my Agent stating that 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.

FURTHER, I do authorize my attorney to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto my said attorney full power and authority to act in and concerning the premises as fully and effectually as I may do if personally present.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact". My agent is entitled to reasonable compensation and reimbursement for reasonable expenses for services rendered as agent under this power of attorney, if desired.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

THIS GENERAL POWER OF ATTORNEY MAY BE REVOKED BY ME AT ANY TIME.



IN WITNESS WHEREOF, I, the undersigned, Ellen K. Elliott, have signed and executed, as Principal, this General Power of Attorney, in Jefferson County, Alabama this the 5<sup>th</sup> day of October 2018.

*E K Elliott*

Ellen K. Elliott Signature

Pelham, Shelby, Alabama

City, County, and State of Residence

WITNESSES ARE NOT RELATED TO THE GRANTOR OF THE POWER, NOT ENTITLED TO ANY OF HER ESTATE, NOT APPOINTED AS PROXY UNDER ANY HEALTH CARE DIRECTIVE, OR FINANCIALLY RESPONSIBLE FOR HIS MEDICAL CARE.

WITNESSES:

*[Signature]*  
*[Signature]*

*[Signature]*  
Address  
*[Signature]*  
Address

STATE OF ALABAMA  
SHELBY COUNTY

I, a Notary Public for said County and State, hereby certify that Ellen K. Elliott, 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 5<sup>th</sup> day of October, 2018

*[Signature]*  
Notary Public Signature

*Amy Robinson*  
Notary Public Name Printed

My commission expires:

2/19



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/19/2019 09:09:12 AM  
\$30.00 CHARITY  
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*Alex S. Bayl*