

**Durable Power of Attorney  
and Provisions Relating to Transfer  
of Real Property Including Homestead Property**

BY THIS DURABLE POWER OF ATTORNEY, I, CLAUDINE R. NORTHCUTT of Shelby County, Alabama, appoint as my agent to manage my affairs as indicated below, CLYDE M. NORTHCUTT. Upon the death, resignation, incapacity as determined by law or two licensed medical doctors or osteopathic physicians in writing or written certificate, is charged with a felony in this or any other state jurisdiction, or if CLYDE M. NORTHCUTT is no longer qualified to serve or declines to serve as my Agent, then I appoint CONNIE POPPER, to act as Donee of this Power. Upon the death, resignation, incapacity as determined by law or two licensed medical doctors or osteopathic physicians in writing or written certificate, is charged with a felony in this or any other state jurisdiction, or if CONNIE POPPER is no longer qualified to serve or declines to serve as my agent, then I appoint DAVID POPPER to act as Donee of this Power. For purposes of this Durable Power of Attorney, any reference to "attorney-in-fact" or "agent" shall be interchangeable.

I hereby expressly designate the agents above to be successor agents on my behalf in the order of succession as set forth. This designation of successor agents shall not create a co-agency by and between any agents listed.

This durable power of attorney is not terminated by my subsequent incapacity except as provided by the Statutes of the State of Alabama, and is exercisable from the date of execution.

1. General Grant of Power. I hereby grant to my Agent full power and authority 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 any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy by the entirety; all property over which I hold a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; all as to such property now owned or hereafter acquired by me. 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. Except as otherwise limited by applicable law, or by this durable power of

attorney, my attorney in fact has full authority to perform, without prior court approval, every act authorized and specifically enumerated in this durable power of attorney. I hereby ratify and confirm that my Agent shall lawfully have, by virtue of this durable power of attorney, the powers herein granted, including, but not limited to, the following:

a. Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges.

b. Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.

c. Borrow money on such terms and with such security as my attorney in fact may think fit and to execute all notes, mortgages and other instruments that my attorney in fact finds necessary or desirable. My Agent may borrow monies against any equitable interest I may have including but not limited to life estate in my residence, homestead and pledge my equitable interest and sign a mortgage pledging my equitable interest in my residence whether signing on my behalf or not on a promissory note to which the mortgage is attached.

d. All those powers designated in the Statutes of the state of Alabama, including, but not limited to those set forth herebelow:

(1) A power of attorney that includes the statement that the agent has "authority to conduct banking transactions as provided in Section 709.2208(1), Florida Statutes" grants general authority to the agent to engage in the following transactions with financial institutions without additional specific enumeration in the power of attorney:

(a) Establish, continue, modify, or terminate an account or other banking arrangement with a financial institution,

(b) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault.

(c) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.

(d) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.

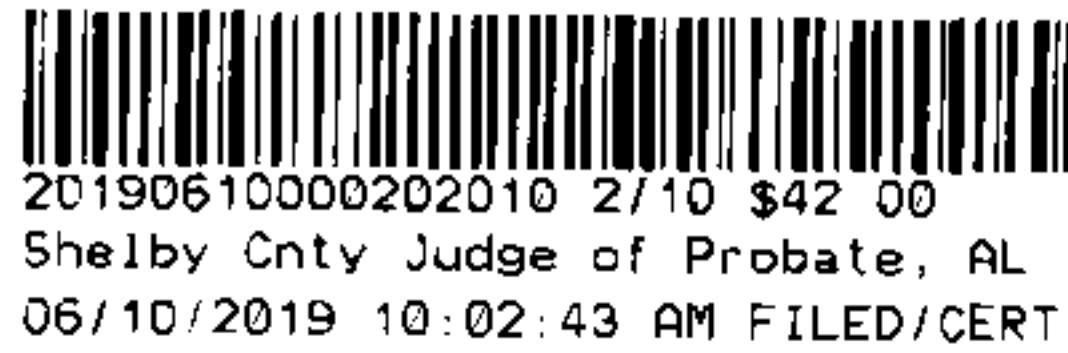
(e) Purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments.

(f) Endorse and negotiate checks, cashier's checks, official checks, drafts, and other negotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due.

(g) Apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

(h) Use, charge, or draw upon any line of credit, credit cards, or other credit established by the principal with a financial institution.

(i) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.



(2) A power of attorney that specifically includes the statement that the agent has “authority to conduct investment transactions as provided in the Alabama Statutes” grants general authority to the agent with respect to securities held by financial institutions to take the following actions without additional specific enumeration in the power of attorney:

(a) Buy, sell, and exchange investment instruments.

(b) Establish, continue, modify, or terminate an account with respect to investment instruments.

(c) Pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.

(d) Receive certificates and other evidences of ownership with respect to investment instruments.

(e) Exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(f) Sell commodity futures contracts and call and put options on stocks and stock indexes. For purposes of this subsection, the term “investment instruments” means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner, including shares or interests in a private investment fund, including, but not limited to, a private investment fund organized as a limited partnership, a limited liability company, a statutory or common law business trust, a statutory trust, or a real estate investment trust, joint venture, or any other general or limited partnership; derivatives or other interests of any nature in securities such as options, options on futures, and variable forward contracts; mutual funds; common trust funds; money market funds; hedge funds; private equity or venture capital funds; insurance contracts; and other entities or vehicles investing in securities or interests in securities whether registered or otherwise, except commodity futures contracts and call and put options on stocks and stock indexes.

e. Buy, sell, rent, lease for any term, mortgage or exchange any real estate or interest in it, including homestead property, for such considerations and upon such terms and conditions as my attorney in fact may see fit, and execute, acknowledge and deliver all instruments conveying or encumbering title to property owned by me alone as well as any owned by me and by any other person, jointly. If I am married, the attorney in fact may not mortgage or convey my homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and either my spouse or I may appoint the other as attorney in fact.

f. Agent hereabove or successor agent named hereabove shall have the power to make gifts to my spouse or lineal descendants, ascendants or any other relative of my spouse or myself within the second degree or, in addition, any other non-relative to which I have made gifts in the past of an amount equal to the maximum amount allowed for gifting of present gifts annually without recapture at the time of Donor's death for

federal estate taxation, provided in the Internal Revenue Code, in any calendar year of any portion of my estate whatsoever.

g. To act as a representative and authorized agent to receive and inspect confidential tax information and to perform any and all acts that Donor could perform with respect to tax matters with the federal government, to sign any agreements, consents or other documents other than the authority to receive refund checks, to discuss as agent with the Internal Revenue Service on all tax forms, including but not limited to 1040s, 1041s, 941s and 720s, and to sign any and all tax returns.

h. Continue to make annual gifts for both holidays and graduations, as well as to make gifts for federal estate tax purposes, whether or not previously made by CLAUDINE R. NORTHCUTT.

i. To represent me before the Treasury Department in connection with any matter involving any federal taxes in which I am a party, to make, sign, execute, verify, and file any return required to be made under the revenue laws of the United States, or the Internal Revenue Code; or under the statutes of any state and to file any claim for refund, offer and compromise or application checks, execute waivers of any period of limitation, request extensions of time, execute any waiver of restrictions on assessment for collection of any tax, and execute Petition of Appeal to the United States Tax Court.

j. Transfer assets to an existing trust created by me, either a Revocable Living Trust or an Irrevocable Trust.

k. To act as my agent and have the power of attorney to enter any and all safety deposit boxes in my name as an individual or jointly held with other persons on my behalf and to remove any articles from said safety deposit box as my agent.

l. To act as my agent on any retirement plan benefits, including but not limited to pension, profit sharing, keough, IRAs, SEP, etc. to receive benefits, make agreements in my behalf, modify such agreements, make withdrawals or additions.

m. To establish a Qualified Income Trust for grantor to meet all terms and rules required by Medicaid from time to time.

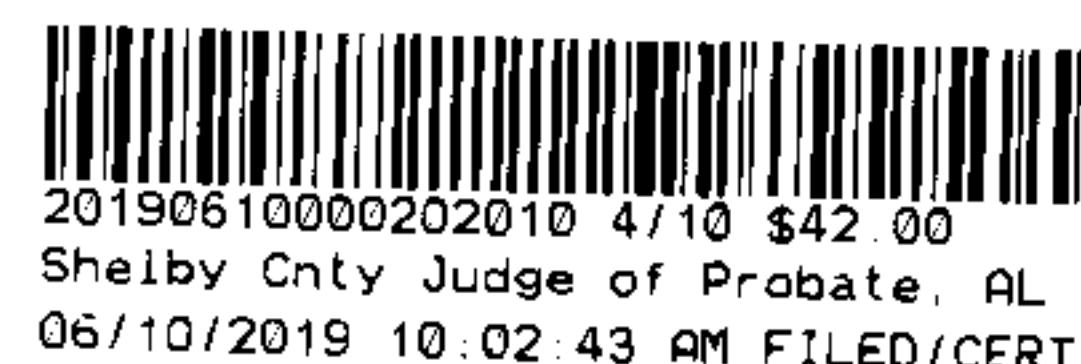
n. Transfer title on personal property including but not limited to mobile home or automobile.

o. To act as my representative for any accounts, policies or other business transactions with insurance companies or any other entities related to insurance.

p. Agent or successor Agent named hereinabove shall have the full power and authority, without prior court approval, to represent me in any arbitration or mediation proceeding, and to negotiate, accept or reject any settlement offer or offers arising therefrom.

Said Agent or successor Agent shall further have the full power and authority to initiate, without prior court approval, litigation on my behalf and to negotiate, accept or reject any settlement offer or offers arising therefrom.

q. Rent a safety deposit box and/or have access to any rented safety deposit boxes in Donor's name.



r. The following specific powers initialed in the box marked "yes" immediately herebelow by Donor:

s. Specific Real Estate Powers

The Agent named and her successor(s) are all granted the authority to sell, to convey, to maintain, to mortgage or to dispose of, the following described property, and to execute any and all documents necessary to effectuate the sale and/or conveyance, and to encumber, and to dispose of the following described real property, to wit:

SEE ATTACHED EXHIBIT "A"

and such documents shall include, but not be limited to, contracts, deeds, affidavits, bills of sale, closing statements, mortgages, notes and such other instruments as may be required to carry out the purposes herein expressed, and I, CLAUDINE R. NORTHCUTT, hereby give and grant unto the Agent named herein and her successor(s), said Agent, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I, CLAUDINE R. NORTHCUTT, might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney or her successor(s), shall lawfully do or cause to be done by virtue hereof.

The above powers conferred upon my Agent extend to all of my right, title and interest in such property as I have described above and in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy, or tenancy in common.

2. Limitations. Notwithstanding the powers contained in this durable power of attorney, my attorney in fact may not:

- a. Perform duties under a contract that requires the exercise of my personal services;
- b. Make any affidavit as to my personal knowledge;
- c. Vote in any public election on my behalf;
- d. Execute or revoke any will or codicil on my behalf;
- e. Exercise powers and authority granted to me as trustee or as court appointed fiduciary.

3. Standard of Care. Except as otherwise provided herein, any Agent named herein is a fiduciary who must observe the standards of care applicable to trustees described in Alabama Statutes. My Agent is not liable to third parties for any act pursuant to this durable power of attorney if the act was authorized at the time. If the exercise of the

power is improper, my Agent is liable to interested persons as described in the Alabama Statutes for damage or loss resulting from a breach of fiduciary duty by my attorney in fact to the same extent as the trustee of an express trust. If my attorney in fact has accepted appointment either expressly in writing or by acting under the power, my Agent is not excused from liability for failure either to participate in the administration of assets subject to the power or for failure to attempt to prevent a breach of fiduciary obligations thereunder.

4. Interpretation and Governing Law. This instrument is executed by me in the State of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

This instrument is to be construed and interpreted as a durable power of attorney as provided for in the Statutes of the State of Alabama, as may be amended from time to 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.

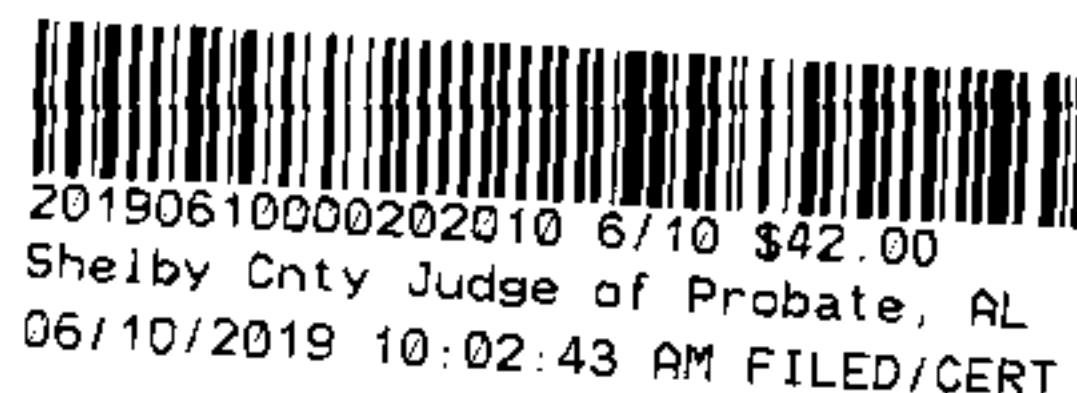
5. Acceptance of and Reliance Upon Power of Attorney.

a. A third person who in good faith accepts this Durable Power of Attorney may rely upon the power of attorney and the actions of the agent which are reasonably within the scope of the agent's authority and may enforce any obligation created by the actions of the agent as if:

- (1) The power of attorney were genuine, valid, and still in effect;
- (2) The agent's authority were genuine, valid, and still in effect; and

(3) The authority of the officer executing for or on behalf of a financial institution that has trust powers and acting as agent is genuine, valid, and still in effect.

b. A third party that has not received written notice hereunder may, but need not, require that my agent execute an affidavit stating that there has been no revocation, partial or complete termination, or suspension of the durable power of attorney is exercised. A written affidavit executed by my agent under this paragraph may, but need not, be in the following form:



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
BEFORE ME, the undersigned authority, personally appeared (attorney in fact)  
("Affiant") who swore or affirmed that:

(1) Affiant is the attorney in fact named in the durable power of attorney executed by \_\_\_\_\_ on \_\_\_\_\_.  
(Principal) (Date)

(2) This Power of Attorney is currently exercisable by Affiant. The principal is domiciled in \_\_\_\_\_  
(Name of state, territory, or foreign country.)

(3) To the best of Affiant's knowledge after diligent search and inquiry:

i. the Principal is not deceased;  
ii. Affiant's authority has not been suspended by initiation of proceedings to determine incapacity or to appoint a guardian or a guardian advocate; and  
iii. There has been no revocation or partial or complete termination, of the power of attorney or of Affiant's authority.

(4) Affiant is acting within the scope of authority granted in the power of attorney.

(5) Affiant is the successor to \_\_\_\_\_  
(Name of predecessor agent)

who has resigned, died, become incapacitated, is no longer qualified to serve, has declined to serve as agent, or is otherwise unable to act, if applicable.

(6) Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant attains knowledge that it has been revoked, has been partially or completely terminated or suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

\_\_\_\_\_  
Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
who is personally known or who provided  
as identification, and who did not take an oath.

\_\_\_\_\_  
Notary Public

c. Third parties who act in reliance upon the authority granted to my agent hereunder and in accordance with the instructions of the agent, will be held harmless by me from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. A person who acts in good faith upon any representation, direction, decision, or act of my agent hereunder is not liable to me or to my estate, beneficiaries or joint owners for those acts.

d. My agent hereunder is not liable for any acts or decisions made by him or her in good faith and under the terms of the durable power of attorney.

6. The disability or incapacity of a named donee/agent hereunder may be established by an executed witnessed written certificate from two licensed medical doctors or doctors of osteopathic medicine.

7. Notice.

a. A notice, including a notice of revocation, notice of partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in the power of attorney, notice of death of the Donor, notice of suspension by initiation of proceedings to determine incapacity or to appoint a guardian, or other notice, is not effective until written notice is provided to the agent or any third persons relying upon this Durable Power of Attorney.

b. Notice must be in writing and must be accomplished in a manner reasonably suitable under the circumstances and likely to result in receipt of the notice or document. Permissible methods of notice or for sending a document include first-class mail, personal delivery, delivery to the person's last known place of residence or place of business, or a properly directed facsimile or other electronic message.

c. Notice to a financial institution must contain the name, address, and the last four digits of the principal's taxpayer identification number and be directed to an officer or a manager of the financial institution in this state.

d. Notice is effective when given, except that notice upon a financial institution, brokerage company, or title insurance company is not effective until 5 days, excluding Saturdays, Sundays, and legal holidays, after it is received.

8. Revocation of Prior Instruments. By this instrument I hereby revoke any power of attorney, durable or otherwise, that I may have executed prior to the date of this durable power of attorney.

I hereby confirm all acts of my Agent pursuant to this power. Any act that is done under this power between the revocation of this instrument and notice of that revocation to my Agent shall be valid unless the person claiming the benefit of the act had notice of that revocation.



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of  
my, 2014.

Sealed and delivered in the presence of:

Mary Hayes }  
Ranoff Hayes }

Claudine Northcutt  
CLAUDINE R. NORTHCUTT

**State of ALABAMA**

County of

**Be It Known,** That on the 12<sup>th</sup> day of May, 2014, before me,  
Jayesh M. Patel, a NOTARY PUBLIC, in and for the State of ALABAMA, duly  
commissioned and sworn, personally came and appeared CLAUDINE R. NORTHCUTT,  
n/a to me personally known or by identification, \_\_\_\_\_, and  
known to me to be the same person described in and who executed the within power of  
attorney, and she acknowledged under oath the within power of attorney to be her act and  
deed.

**In Testimony Whereof,** I have hereunto subscribed my name and affixed my seal of  
office the day and year last above written.

Jayesh M. Patel  
\_\_\_\_\_  
Notary Public



Jayesh M. Patel  
Notary Public State of AL  
My Comm. Expires Dec. 17, 2018



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Shelby Cnty Judge of Probate, AL

06/10/2019 10:02:43 AM FILED/CERT

EXHIBIT "A"

