


STATE OF ALABAMA)

JEFFERSON COUNTY)


20200114000019420 1/3 \$28.00
Shelby Cnty Judge of Probate, AL
01/14/2020 01:57:51 PM FILED/CERT

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **MILTON PATE**, as principal ("Principal"), a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint **A. VINCENT BROWN, JR.** to serve as my true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

1. The purpose of this Durable Power of Attorney being signed is for me to sell/convey my interest of real property described below.

PROPERTY ADDRESS: 873 McAllister Dr, Calera, AL 35040

PARCEL ID: 64 26 02 10 0 000 089.000

LEGAL DESCRIPTION: Lot 334, according to the Survey of Savannah Pointe Sector IV Phase II, as recorded in Map Book 27, Page 123, in the Probate Office of Shelby County, Alabama.

BORROWER/PURCHASER: Michelle Cohill

SELLER(S): Milton Pate

2. 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, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance, and all other contractual benefits and proceeds, all documents of title, all property and all property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, 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.

3. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, execute deeds of my interests in real property, bills of sale of my personalty, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Agent shall think proper, and no person dealing with Agent shall be bound to see the application of my monies paid.

3. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property for me or my benefit as lessee with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property.

4. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in general or limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries.

5. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations or other institutions, and 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.

6. To pay any and all indebtedness of mine in such manner and at such times as Agent may deem appropriate.

7. To endorse and transfer title and/or deed thereto, for my interest in the above-referenced real estate, and to represent in such transfer assignment that the title and/or deed of conveyance is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

8. To exercise or release Powers of Appointment in part or all and to execute a Disclaimer(s) under the Uniform Disclaimers of Property Interests Act (Acts 1981, No. 81-156 p. 179 Sec. 1) and reported in Code of Alabama 1975 §43-8-290 (originally §35-17-1), et seq., in whole or in part the right to receive any portion or interest therein. This right to disclaim can also be allowed under any other statute which might be applicable or additional to the one cited herein.

9. This power of attorney shall not be affected by disability, incompetency, or incapacity that may be suffered by me, and all acts done by my attorney pursuant to this durable power of attorney during any period of my disability, incompetency or incapacity shall have the same effect and inure to my benefit and shall bind me and my successors in interest as if I were competent, not disabled and not incapacitated, all in accordance with §26-1-1, Code of Alabama (1975), as amended.

As used herein the term "property" includes any property, real or personal, tangible or intangible, wheresoever situated.

All conveyances, papers, instruments, documents or writings executed in my name and behalf by said Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the

authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power. Agent may be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provisions of this Durable Power of Attorney.

As used herein the term "Agent" and any pronoun referring to that term designates the agents or agent at any time acting hereunder, without regard to number.

The estate of Principal shall hold harmless and indemnify Agent from any and all liability for acts done in good faith.

In the event that Agent shall become unable or unwilling to serve or to continue to serve, then Agent may resign by delivering to me in writing a copy of his resignation and recording the original in the public records of the appropriate county. Upon such resignation and recording, Agent shall thereupon be divested of all authority under this power of attorney.

Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.

The undersigned may revoke this Durable Power of Attorney at any time by written instrument delivered to Agent.

Subsequent to the execution of any and all documents related to the above referenced conveyance of real property, this Durable Power of Attorney shall be terminated.

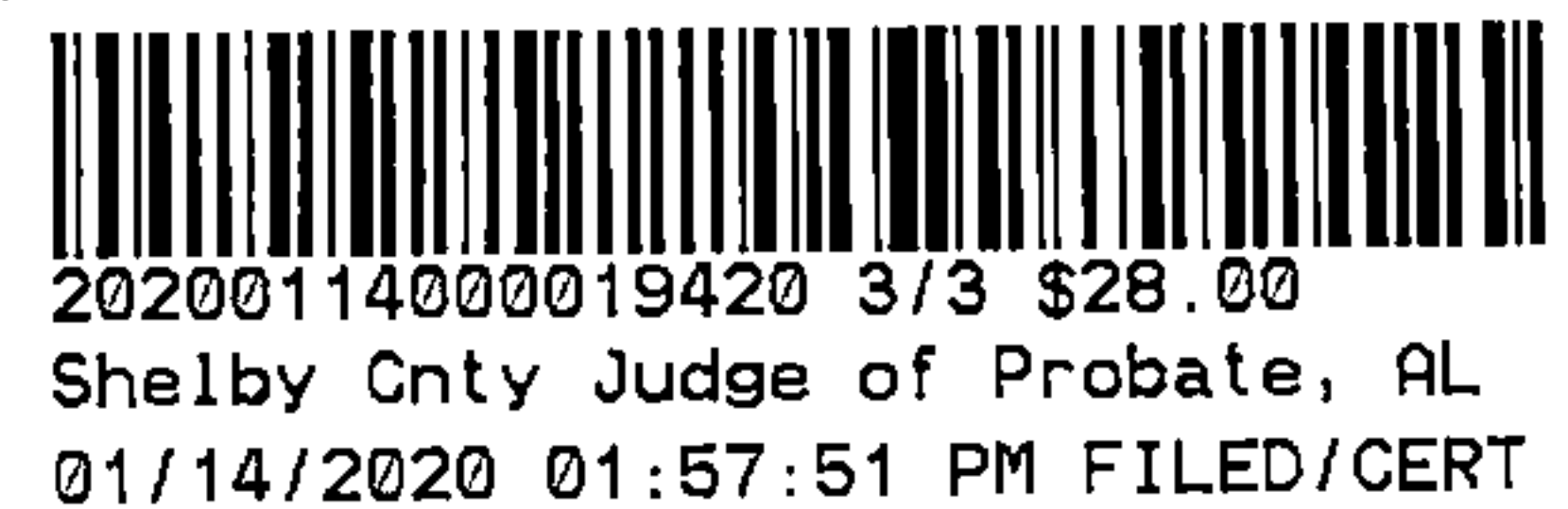
IN WITNESS WHEREOF, I have executed this Durable Power of Attorney in counterparts, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Dated this the 5 day of April, 2019.

Milton Pate (L.S.)
MILTON PATE

STATE OF ALABAMA)

BALDWIN COUNTY)



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MILTON PATE**, 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5 day of APRIL, 2019.

Mary Stark
Notary Public
My commission expires: 08-15-2020

