

**DURABLE POWER OF ATTORNEY**  
**(Specific and Limited)**

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**STATE OF ALABAMA**  
**SHELBY COUNTY**

This power of attorney shall not be effected by disability, incompetency, or incapacity of the principals in accordance with Alabama Code Section 26-1-2 (1975).

1. **APPOINTMENT OF ATTORNEY IN FACT.** We, **David Eugene Dye** and **Carol Lynn Dye**, as principals ("Principals"), residents of the State and County aforesaid, have made, constituted and by these present to make, constitute and appoint, **Carissa Kathleen Larimer** as our true and lawful agent and attorney-in-fact ("Agent") to do and perform any and all acts, to take any actions and execute any documents in connection with the purchase of the property for no more than **Six Hundred Thousand Nine Hundred and 00/100 Dollars (\$600,900.00)** described as:

**Lot 35, according to the 2nd Amendment to the Amended Map of A Single Family Residential Subdivision The Village at Highland Lakes Sector One an Eddleman Community, as recorded in Map Book 38, page 24 A, B, C, D & E, in the Probate Office of Shelby County, Alabama.**

**Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument 20060421000186670, Amendment as recorded in Instrument 20060712000335740, Supplementary Declaration recorded in Instrument 20151230000442810, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").**

also known as: **1084 Highland Village Trail, Birmingham, AL 35242**

including signing a promissory note and mortgage in favor of Regions Bank d/b/a Regions Mortgage encumbering said property not to exceed **Three Hundred Sixty Five Thousand Nine Hundred and 00/100 Dollars (\$365,900.00)**, as we may do in our own stead. This Power of Attorney shall be valid and of full force and effect for thirty (30) days from the date of execution of this Power of Attorney.

2. **EXECUTION AND DELIVERY.** The execution and delivery by Agent of any check, draft, conveyance, paper, deed, instrument or document in our names 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 our behalf necessary and desirable.

3. **RELIANCE ON AUTHORITY.** Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all consideration of every kind or character with respect to this transaction so entered into by the 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 liability to us or our estate as a result of permitting Agent to exercise any power.

4. **LIMIT ON AGENT'S AUTHORITY.** The authority of the Agent is specific and limited to the purchase of the above referenced property and financing of said property not to exceed **Three Hundred Sixty Five Thousand Nine Hundred and 00/100 Dollars (\$365,900.00)**.

5. EFFECTIVE DATE OF AGENT'S AUTHORITY. This Specific and Limited Durable Power of Attorney shall become effective upon its execution by the Principals and delivery to the Agent.

IN WITNESS WHEREOF, we, as Principals, have executed this Specific and Limited Durable Power of Attorney.

Dated this the 22 day of **July**, 2020.

PRINCIPAL:

David Eugene Dye  
David Eugene Dye

PRINCIPAL:

Carol Lynn Dye  
Carol Lynn Dye

STATE OF Minnesota  
Dakota COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **David Eugene Dye** and **Carol Lynn Dye** whose names are 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 limited power of attorney they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of **July**, 2020.

[Signature]  
Notary Public:  
My Commission expires: \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/04/2020 03:08:10 PM  
\$25.00 JESSICA  
20200804000331670

Alvin S. Bayl