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MORT 1/30

After Recording Return To:
America's First Federal Credit Union
1200 4TH AVENUE NORTH
BIRMINGHAM, AL 35203

This Instrument Was Prepared By:
Rebecca Ford, Proc Officer
America's First Federal Credit Union
1200 4TH AVENUE NORTH
BIRMINGHAM, AL 35203

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MORTGAGE

(OPEN-END CREDIT - THIS MORTGAGE SECURES FUTURE ADVANCES)

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 6, 8, 13 and 15. Certain rules regarding the usage of words used in this document are also provided in Section 11.

(A) **"Security Instrument"** means this document, which is dated NOVEMBER 20, 2020 together with all Riders to this document.

(B) **"Borrower"** is
DANNY G HUDSON and HELEN HUDSON, Husband and Wife.

Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is America's First Federal Credit Union
Lender is a Federally Chartered Credit Union.
organized and existing under the laws of Alabama
Lender's address is 1200 4TH AVENUE NORTH, BIRMINGHAM, AL 35203
Lender is the mortgagee under this Security Instrument.

(D) **"Agreement"** means the
Home Equity Secured Open-End Credit Agreement and Disclosure ("HELOC")

signed by Borrower and dated NOVEMBER 20, 2020

The Agreement states that Borrower may, from time to time, obtain advances not to exceed at any time, an amount equal to the Maximum Credit Limit (as defined therein) of
Fifty Thousand

Dollars (U.S. \$ 50,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 20, 2035

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Agreement, plus interest, any late charges or other fees and charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider
☐ Balloon Rider
☐ 1-4 Family Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

☐ Second Home Rider
☐ Other(s) [specify]

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(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(L) **"Periodic Payment"** means the regularly scheduled amount due for principal and interest under the Agreement.

(M) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the COUNTY of SHELBY:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION.

which currently has the address of 2029 BROOK HIGHLAND RDG

BIRMINGHAM, Alabama 35242-5861 [Street]
[City] [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Late Charges or other Fees and Charges. Borrower shall pay when due the principal of, and interest on, the debt owed under the Agreement and late charges or other fees and charges due under the Agreement. Payments due under the Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 16 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk,

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hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate chargeable for advances under the Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 16 or otherwise, Borrower hereby assigns to Lender: (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument; and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

4. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

If: (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations); or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 5, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5.

Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

6. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

7. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

8. Joint and Several Liability; Co-signers; Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but is not personally liable under the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

9. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

10. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address

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unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

11. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

12. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

13. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 13, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 10 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

14. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency,

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instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 13.

15. Hazardous Substances. As used in this Section 15: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property: (a) that is in violation of any Environmental Law; (b) which creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 10. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses

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of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

17. Release. Upon payment in full of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

18. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

 (Seal)
DANNY G HUDSON -Borrower

DANNY GUTHRIE HUDSON AGENT IN FACT FOR HELEN HUDSON (Seal)
HELEN HUDSON -Borrower

Space Below This Line For Acknowledgment

STATE OF ALABAMA

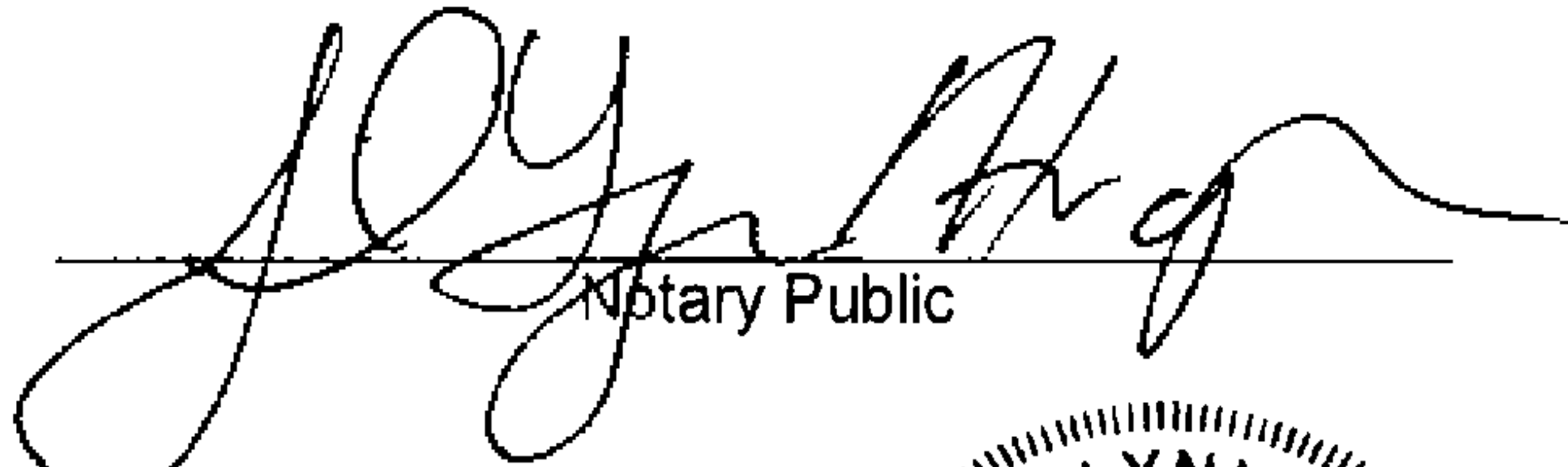
SHELBY COUNTY

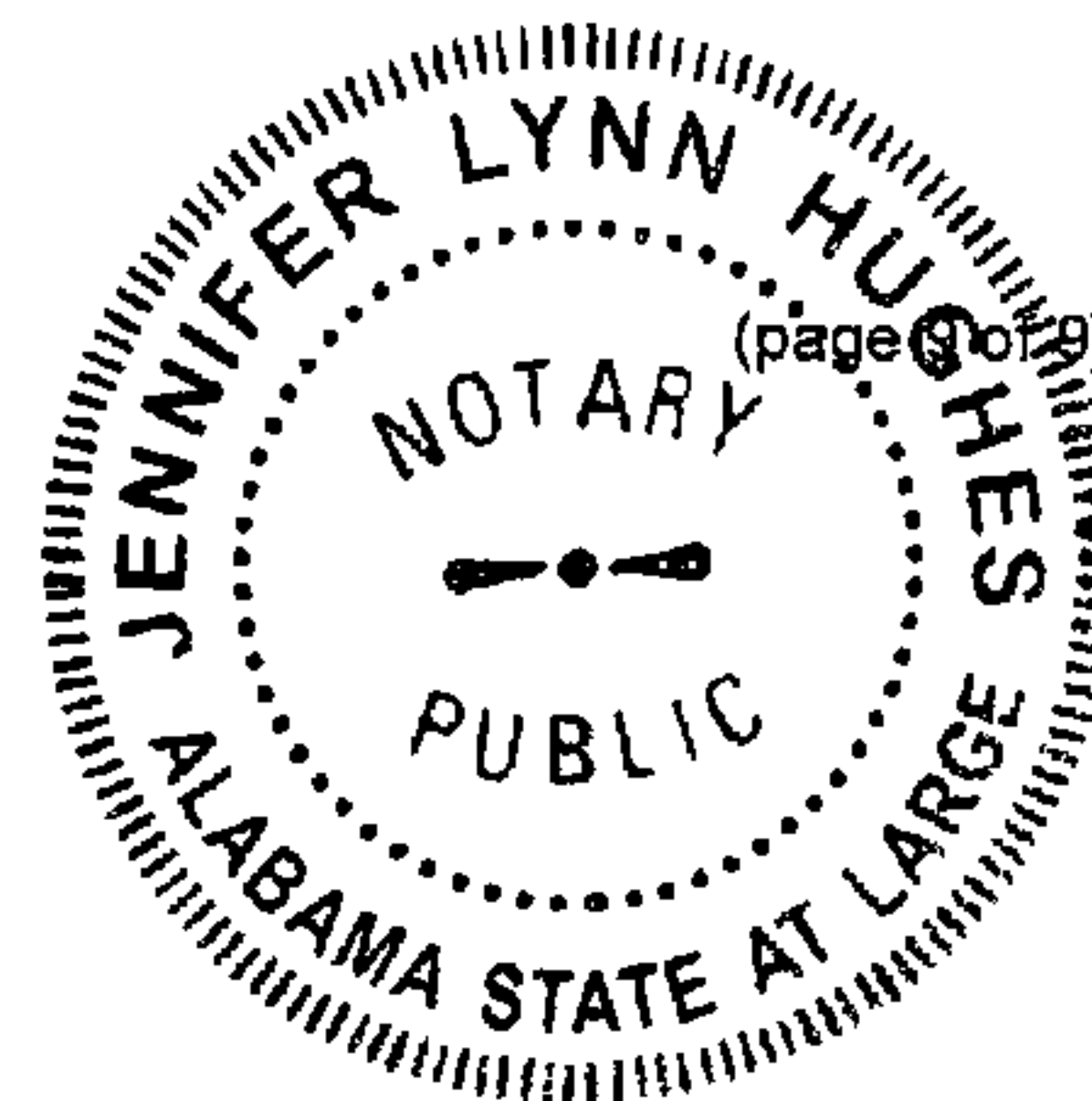
On this 20th day of NOVEMBER 2020, I, JENNIFER LYNN HUGHES,
a Notary Public in and for said county and in said state, hereby certify that
DANNY G HUDSON

whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me that, being informed of the contexts of the instrument, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of officer this 20th day of NOVEMBER 2020

My Commission Expires: 08/13/2023


Notary Public



STATE OF ALABAMA

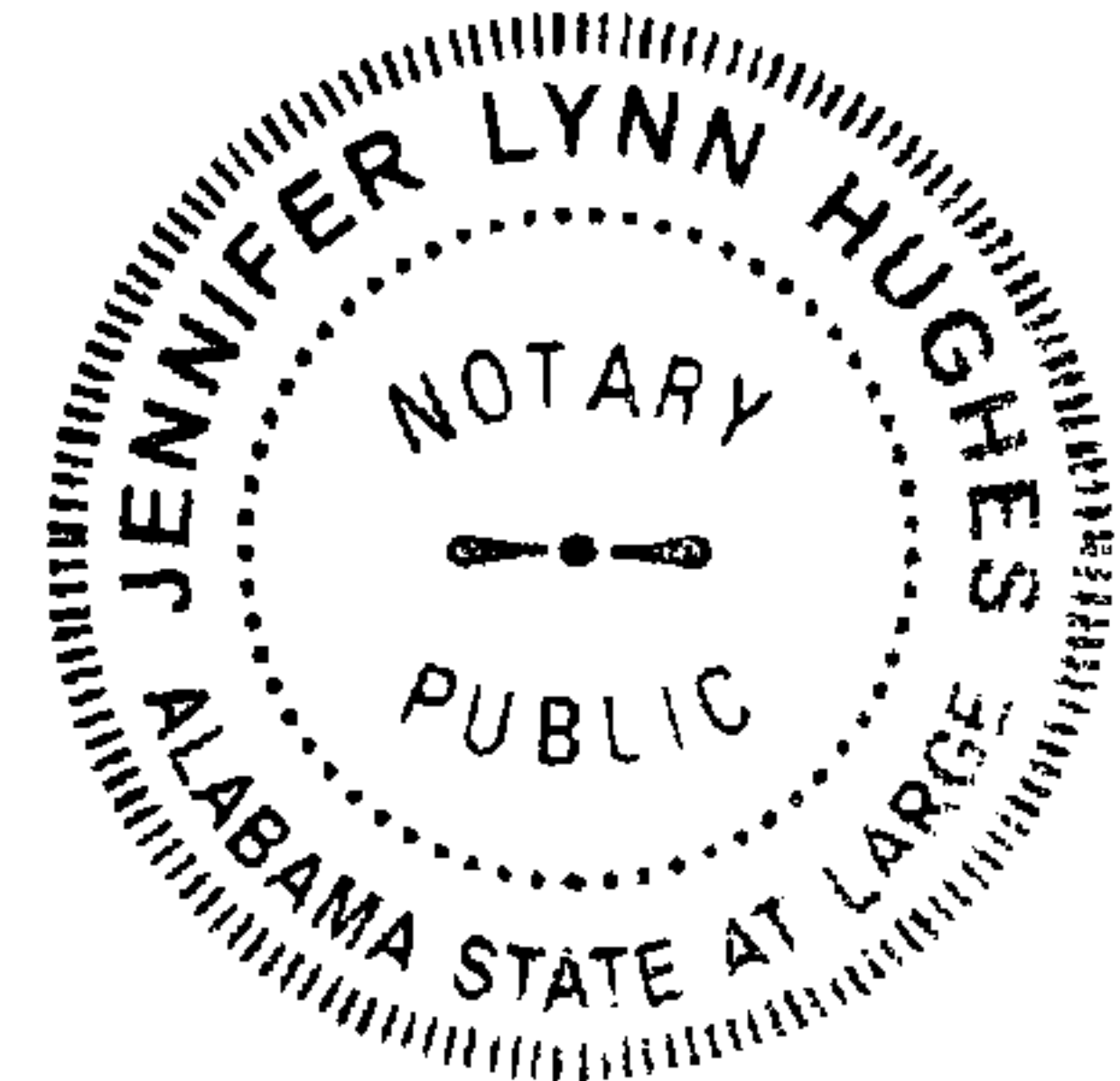
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DANNY GUTHRIE HUDSON whose named as Agent in Fact for/of HELEN HUDSON is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she in his/her capacity as such Agent in Fact and with full authority, executed the same voluntarily for HELEN HUDSON on the day the same bears date.

Given under my hand and seal of office this 20th day of November 2020.

My Commission Expires: 08/13/2023


Notary Public



“SCHEDULE A”

A PARCEL OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 7 OF HUDSON'S ADDITION TO BROOK HIGHLANDS, AS RECORDED IN MAP BOOK 31, PAGE 37 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA; THENCE WESTERLY ALONG THE PROJECTION OF THE SOUTHERLY LINE OF SAID LOT 7, A DISTANCE OF 29.81 FEET; THENCE 122 DEGREES 59 MINUTES 46 SECONDS RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 365.00 FEET; THENCE 5 DEGREES 55 MINUTES 30 SECONDS RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 180.06 FEET; THENCE 77 DEGREES 48 MINUTES 35 SECONDS RIGHT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 4 IN SAID HUDSON'S ADDITION; THENCE 104 DEGREES 07 MINUTES 05 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF LOTS 4 AND 5 IN SAID HUDSON'S ADDITION, A DISTANCE OF 125.60 FEET; THENCE 3 DEGREES 55 MINUTES 37 SECONDS LEFT, IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF LOT 6 IN SAID HUDSON'S ADDITION, A DISTANCE OF 148.84 FEET; THENCE 2 DEGREES 36 MINUTES 02 SECONDS LEFT IN A SOUTHWESTERLY DIRECTION ALONG SAID LOT 7, A DISTANCE OF 259.40 FEET TO THE POINT OF BEGINNING

20201202000550790 12/02/2020 01:47:40 PM MORT 12/30



SOUTHVIEW MEDICAL GROUP P.C. (502)
833 ST VINCENT'S DR SUITE 502
BIRMINGHAM, AL 35205
Phone #(205) 933-4640

Helen E. Hudson
2029 Brook Highland Ridge
Birmingham, AL 35242

10/10/2020

Re: Helen E. Hudson,

In my medical opinion, the patient listed above is not capable of making decisions concerning financial planning or estate planning due to her dementia.

If you have any questions or need any additional information please call my office at (205)933-4675.

Sincerely,

Joseph E. Welden, JR MD

Electronically approved/signed by Joseph E. Welden, JR MD on 10/10/2020 02:37:47 PM.



**GRAYSON
& ASSOCIATES**

2200 Lakeshore Drive • Suite 150 • Birmingham, Alabama 35209
Telephone (205) 871-6926 • Facsimile (205) 871-7981

20201202000550790 12/02/2020 01:47:40 PM MORT 13/30

10/12/2020

Re: Helen Hudson

DOB: 7/19/1947

To whom it may concern:

Helen Hudson is currently a patient under my care at Grayson and Associates. She was last seen in an outpatient setting, per TeleMed, September 15, 2020. Helen is diagnosed with Lewy body dementia with depression and psychosis. She is unable to handle her own affairs and I support her having a power of attorney.

Feel free to contact my office if you have further questions, at 205-994-8811.

Thank you in advance for your help in this most important matter.

Regards,

Shawn Harvey M.D.

ANNISTON OFFICE: 801 Noble Street • Suite 400 • Anniston, Alabama 36201 • (256) 770-4083 • Fax (256) 405-4997

GALLERIA OFFICE: 3000 Riverchase Galleria • Suite 500 • Birmingham, Alabama 35244 • (205) 994-8811 • Fax (205) 994-8812

LAKESHORE PARK PLAZA OFFICE: 2204 Lakeshore Drive • Suite 440 • Birmingham, Alabama 35209 • (205) 874-7844 • Fax (205) 874-7848

MEADOWBROOK OFFICE: 1200 Corporate Drive • Suite 125 • Birmingham, Alabama 35242 • (205) 329-7992 • Fax (205) 329-7999

MONTGOMERY OFFICE: 4371 Narrow Lane Road • Suite 205 • Montgomery, Alabama 36116 • (334) 323-3307 • Fax (334) 323-3315

RIVERCHASE OFFICE: 100 Concourse Parkway • Suite 101 • Birmingham, Alabama 35244 • (205) 444-0420 • Fax (205) 403-0747

**DURABLE POWER OF ATTORNEY FOR FINANCE
OF
HELEN HUDSON**

**ARTICLE I
Creation**

I, Helen Hudson, as Principal and a resident of the State of Alabama designate the following persons, in order of preference and succession, to serve as Attorney-In-Fact (my "Agent") for me and to act as the guardian or limited guardian of my estate should guardianship proceedings become necessary or desirable:

- 1) Danny Guthrie Hudson (my husband)
- 2) Margaret Kelley White (my daughter)

**ARTICLE II
Effectiveness; Effective Upon Disability**

This Power of Attorney shall become effective upon my disability and shall survive and continue during my disability, incompetence, incapacity, or partial incapacity. This Power of Attorney shall not be affected by my subsequent disability or incapacity or by lapse of time. Disability, incompetence, incapacity or partial incapacity shall include, without limitation, my inability to manage my property and affairs or caring for myself effectively, for reasons such as mental illness, mental deficiency or other mental incapacity, physical illness or disability, advanced age, senility, chronic use of drugs, chronic intoxication, which may be evidenced by a written statement of my regularly attending physician or two other qualified physicians or by court order.

**ARTICLE III
When Successor Agent is Entitled to Act**

The successor Agent shall be entitled to act upon the death, disability or incapacity determined by the same criteria above, or upon the written resignation of the designated prior Agent or under a written delegation of authority by my Agent.

**ARTICLE IV
Powers**

My Agent shall have all powers of an absolute owner over my assets and liabilities, whether located within or without the State of Alabama, including, without limitation, the following power and authority:

A. Power relating to real property transactions. I empower my attorney-in-fact to:

1. accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property;
2. sell, exchange, or convey, with or without covenants; quitclaim; release; surrender; mortgage; encumber; partition; consent to partitioning; subdivide; apply for zoning, rezoning, or other governmental permits; plat or consent to platting; develop; grant options concerning; lease; sublet; or otherwise dispose of an interest in real property or a right incident to real property;
3. release, assign, satisfy, and enforce, by litigation or otherwise, a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is asserted;
4. do any act of management or of conservation with respect to an interest in real property or a right incident to real property, owned or claimed to be owned by the principal, including:
 - a. insuring against a casualty, liability, or loss;
 - b. obtaining or regaining possession or protecting the interest or right, by litigation or otherwise;
 - c. paying, compromising, or contesting taxes or assessments, or applying for and receiving refunds in connection with them; and
 - d. purchasing supplies, hiring assistance or labor, and making repairs or alterations in the real property;
5. use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has or claims to have an interest or right;
6. participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property and receive and hold shares of stock or obligations received in a plan of reorganization and to act with respect to them, including:
 - a. selling or otherwise disposing of them;

- b. exercising or selling an option, conversion, or similar right with respect to them; and
 - c. voting them in person or by proxy;
- 7. change the form of title of an interest in or right incident to real property;
- 8. dedicate to public use, with or without consideration, easements or other real property in which the principal has or claims to have an interest.

B. Power relating to tangible personal property transactions. I empower my attorney-in-fact to:

- 1. accept as a gift or as security for a loan, reject, demand, buy, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property;
- 2. sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in, pawn, grant options concerning, lease, sublease to others, or otherwise dispose of tangible personal property or an interest in tangible personal property;
- 3. release, assign, satisfy, or enforce, by litigation or otherwise, a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal with respect to tangible personal property or an interest in tangible personal property; and
- 4. do an act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including:
 - a. insuring against casualty, liability, or loss;
 - b. obtaining or regaining possession or protecting the property or interest, by litigation or otherwise;
 - c. paying, compromising or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
 - d. moving from place to place;
 - e. storing for hire or on gratuitous bailment; and

f. using, altering, and making repairs or alterations.

C. Power relating to stock and bond transactions. I empower my attorney-in-fact to buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments except commodity futures contracts; call and put options on stocks and stock indexes; receive certificates and other evidences of ownership with respect to securities; exercise voting rights with respect to securities in person or by proxy; enter into voting trusts; and consent to limitations on the right to vote.

D. Power relating to commodity and option transactions. I empower my attorney-in-fact to buy, sell, exchange, assign, settle, and exercise commodity futures contracts; call and put options on stocks and stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts with a broker.

E. Power relating to banking and other financial institution transactions.
I empower my attorney-in-fact to:

1. continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
2. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;
3. hire a safe deposit box or space in a vault;
4. contract to procure other services available from a financial institution as the agent considers desirable;
5. withdraw by check, order, or otherwise money or property of the principal deposited with or left in the custody of a financial institution;
6. receive bank statements, vouchers, notices, and similar documents from a financial institution and to act with respect to them;
7. enter a safe deposit box or vault and withdraw or add to the contents;
8. borrow money at an interest rate agreeable to the agent and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal;

9. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; 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;
10. receive for the principal and act upon a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument;
11. apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
12. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

F. Power relating to business operating transactions. I empower my attorney-in-fact:

1. to operate, buy, sell, enlarge, reduce, and terminate a business interest;
2. to the extent that an agent is permitted by law to act for a principal and subject to the terms of the partnership agreement, to:
 - a. perform a duty or discharge a liability and exercise a right, power, privilege, or option that the principal has, may have, or claims to have under a partnership agreement, whether or not the principal is a partner;
 - b. enforce the terms of a partnership agreement by litigation or otherwise; and
 - c. defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of membership in the partnership;
3. to exercise in person or by proxy or enforce, by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share, or other instrument of similar character and to defend, submit to arbitration, settle, or compromise litigation to which the principal is a party because of a bond, share, or similar instrument;

4. with respect to a business owned solely by the principal, to:
 - a. continue, modify, renegotiate, extend, and terminate a contract made with an individual or a legal entity, firm, association, or corporation by or on behalf of the principal with respect to the business before execution of the power of attorney;
 - b. determine:
 - (i) the location of its operation;
 - (ii) the nature and extent of its business;
 - (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
 - (iv) the amount and types of insurance carried;
 - (v) the mode of engaging, compensating, and dealing with its accountants, attorneys, and other agents and employees;
 - c. change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of the business; and
 - d. demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business and control and disburse the money in the operation of the business;
5. to put additional capital into a business in which the principal has an interest;
6. to join in a plan of reorganization, consolidation, or merger of the business;
7. to sell or liquidate a business or part of it at the time and upon the terms the agent considers desirable;
8. to establish the value of a business under a buyout agreement to which the principal is a party;

9. to prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency or instrumentality or that the agent considers desirable and to make related payments; and
10. to pay, compromise, or contest taxes or assessments and to do any other act that the agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

G. Power relating to insurance transactions. I empower my attorney-in-fact to:

1. continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;
2. procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents and to select the amount, type of insurance or annuity, and mode of payment;
3. pay the premium or assessment on, modify, rescind, release, or terminate a contract of insurance or annuity procured by the agent;
4. designate the beneficiary of the contract; however, an agent may be named a beneficiary of the contract or of an extension, renewal, or substitute for the contract only to the extent that the agent was named as a beneficiary under a contract procured by the principal before executing the power of attorney;
5. apply for and receive a loan on the security of the contract of insurance or annuity;
6. surrender and receive the cash surrender value;
7. exercise an election;
8. change the manner of paying premiums;

9. change or convert the type of insurance contract or annuity, with respect to which the principal has or claims to have a power described in this section;
10. change the beneficiary of a contract of insurance or annuity; however, the agent may not be designated a beneficiary except to the extent permitted by subsection (4);
11. apply for and procure government aid to guarantee or pay premiums of a contract of insurance on the life of the principal;
12. collect, sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in a contract of insurance or annuity; and
13. pay from proceeds or otherwise, compromise or contest, and apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

H. Power relating to estate, trust, and other beneficiary transactions. I empower my attorney-in-fact to act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am or may become, or may claim to be entitled as a beneficiary to a share or payment, including to:

1. accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund;
2. demand or obtain, by litigation or otherwise, money or other thing of value to which the principal is, may become, or claims to be entitled by reason of the fund;
3. initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal;
4. initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary;
5. conserve, invest, disburse, and use anything received for an authorized purpose; and

6. transfer an interest of the principal in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by the principal as settlor.
7. This Power does NOT give my agent the power to revoke or change any estate planning or testamentary documents previously executed by me, unless the document authorizes changes with court approval.

I. **Power relating to claims and litigation.** I empower my attorney-in-fact to:

1. assert and prosecute before a court or administrative agency a claim, counterclaim, or offset, and defend against an individual, a legal entity, or government, including suits to recover property or other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief;
2. bring an action to determine adverse claims, intervene in litigation, and act as amicus curiae;
3. in connection with litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;
4. in connection with litigation, perform any lawful act, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding the principal in litigation;
5. submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation;
6. waive the issuance and service of process upon the principal; accept service of process; appear for the principal; designate persons upon whom process directed to the principal may be served; execute and file or deliver stipulations on the principal's behalf; verify pleadings; seek appellate review; procure and give surety and indemnity bonds; contract and pay for the preparation and printing of records and briefs; and receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in

connection with the prosecution, settlement, or defense of a claim or litigation;

7. act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning the principal or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects an interest of the principal in property or other thing of value; and
8. pay a judgment against the principal or a settlement made in connection with litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

J. Power relating to personal and family maintenance. I empower my attorney-in-fact to:

1. do the acts necessary to maintain the customary standard of living of the principal and the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, including providing living quarters by purchase, lease, or other contract or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by the principal and occupied by those individuals;
2. provide for the individuals described in subsection (1) normal domestic help; usual vacations and usual travel expenses; and funds for shelter, clothing, food, appropriate education, and other current living costs;
3. pay for the individuals described in subsection (1) necessary medical, dental, and surgical care, hospitalization, and custodial care;
4. continue any provision made by the principal for the individuals described in subsection (1) for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them;
5. maintain or open charge accounts for the convenience of the individuals described in subsection (1) and open new accounts the agent considers desirable to accomplish a lawful purpose; and

6. continue payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization or continue contributions to those organizations.

K. Power relating to benefits from Social Security, Medicare, Medicaid, or other governmental programs or from military service. I empower my attorney-in-fact to:

1. execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the principal and the principal's spouse, children, and other individuals customarily or legally entitled to be supported by the principal, and for shipment of their household effects;
2. take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;
3. prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled, under a statute or governmental regulation;
4. prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive; and
5. receive the financial proceeds of a claim of the type described in this section and conserve, invest, disburse, or use anything received for a lawful purpose.

L. Power relating to retirement plan transactions. I empower my attorney-in-fact to:

1. select payment options under any retirement plan in which the principal participates, including plans for self-employed individuals;
2. designate beneficiaries under those plans and change existing designations;
3. make voluntary contributions to those plans;

4. exercise the investment powers available under any self-directed retirement plan;
5. make "rollovers" of plan benefits into other retirement plans;
6. if authorized by the plan, borrow from, sell assets to, and purchase assets from the plan; and
7. waive the right of the principal to be a beneficiary of a joint or survivor annuity if the principal is a spouse who is not employed.

M. Power relating to tax matters. I empower my attorney-in-fact to:

1. prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns; claims for refunds; requests for extension of time; petitions regarding tax matters; and any other tax-related documents, including receipts, offers, waivers, consents (including consents and agreements under Internal Revenue Code section 2032A or any successor section), closing agreements, and any power of attorney required by the internal revenue service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;
2. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the internal revenue service or other taxing authority;
3. exercise any election available to the principal under federal, state, local, or foreign tax law; and
4. act for the principal in all tax matters for all periods before the internal revenue service and any other taxing authority.

N. Power relating to Medical Care Assistance Transfers. I empower my attorney-in-fact to make any transfer of resources not prohibited under state law as now or hereafter amended or recodified, when the transfer is for the purpose of qualifying me for state or federal medical care assistance or a limited casualty program for the medically needy, or for the purpose of preserving for my spouse, other relative or domestic partner, the maximum amount of property allowed under applicable law if an application has been made for governmental medical assistance, or in anticipation of such application and for the purpose of avoiding a Medicaid Recovery Lien.

O. Power relating to Gift Transfers. I empower my attorney-in-fact with the following authority with respect to gift transactions, whether the gift is to be made

outright, in trust, in custodial account or otherwise, whether the object of the gift is located in the state or elsewhere:

1. make gifts from any or all of the principal's real and personal property, and in the kinds or shares that the agent considers prudent for any purpose, including that the agent or a person whom the agent has a legal obligation to support when the gift is in full or partial satisfaction of that obligation may be the beneficiary of the gift;
2. submit to arbitration or settle, and to propose or accept a compromise with respect to a controversy or claim that affects the gift;
3. hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of the powers described in the subsection, and for the keeping of records about that action;
4. do any other act or acts that the principal can do through an agent, with respect to any gift.

ARTICLE V

Purposes

My Agent shall have all powers as are necessary or desirable to provide for my support, maintenance, health, emergencies, and urgent necessities.

ARTICLE VI

Limitations on Powers

My Agent shall not exercise any of the powers for my Agent's own benefit or in satisfaction of a legal obligation of my Agent except and unless specifically provided for above.

ARTICLE VII

Termination and Revocation

A. **In General.** This power of attorney revokes and supersedes all prior financial powers of attorney executed by me, whether recorded or not. This power of attorney may be revoked, suspended or terminated by me at any time or by court order. If this Power of Attorney has been recorded, the written instrument of revocation may be recorded in the office of the recorder or auditor of the place where the power was

recorded. Upon my death, this power of attorney shall terminate upon actual knowledge or receipt of written notice thereof by the Agent.

B. By Guardian. A Guardian of my estate appointed by the Court shall have the power to revoke, suspend or terminate this power of attorney, subject to the approval of the court. A Guardian of my person only shall not have the power to revoke, suspend or terminate this power.

C. Dissolution/Legal Separation. The designation of my spouse or domestic partner as Agent shall terminate upon the filing of a petition for dissolution of relationship, equitable distribution of property, separation or like instrument by either me or my partner, without further notice to my Agent/spouse/domestic partner.

ARTICLE VIII **General Provisions**

A. Accounting. My Agent shall keep accurate records of my financial affairs, including documentation of all transactions in which the Agent is involved. My Agent shall account for all actions taken by my Agent for or on behalf of me upon request by me, any guardian or limited guardian of my estate or of my person, any subsequently appointed Agent, any successor Agent acting in such capacity, any primary or alternate Agent named herein, and/or to any subsequently appointed personal representative of my estate.

B. Reliance. Any person acting in good faith and in reasonable reliance on this power of attorney shall not incur any liability thereby, so long as such party has not received actual knowledge or actual notice of revocation, suspension or termination of this Power of Attorney by death or otherwise. Any action so taken unless otherwise invalid or unenforceable, shall be binding on my heirs, devisees, legatees, or personal representative.

C. Indemnity. My estate shall hold harmless and indemnify my Agent from all liability for acts or omissions done in good faith.

D. Compensation. My Agent serving hereunder shall be entitled to receive at least annually, and without court proceedings, reasonable compensation and reimbursement for costs expended. My Agent is authorized and encouraged when s/he deems it desirable or necessary to employ others to aid in the management of my assets, or the exercise of powers under this Power of Attorney or any Power of Attorney for Health Care that I have executed, including but not limited to, lawyers, accountants, financial advisors, physicians or other appropriate persons.

E. Guardianship. One of the purposes of this document is to avoid the need for a guardianship in the event of my disability or incapacity and this document should be broadly construed to accomplish that purpose. In the event a proceeding is initiated to

appoint a guardian of my estate, I nominate the person designated as my Agent to serve as Guardian and if s/he is unwilling or unable to serve as Guardian, I nominate my alternate Agent above named.

If someone other than my first above-named Agent ("primary Agent") is appointed as Guardian or Limited Guardian of my estate, my primary Agent shall have the power and authority when s/he is competent, willing and able to act as Guardian to petition the Court to discharge my then appointed Guardian or Limited Guardian, and s/he shall be so appointed by the Court, unless the Court finds good cause against her/his appointment.

F. Court Enforcement. My Agent shall have the power to seek appropriate court orders mandating acts which my Agent deems appropriate if a third party refuses to comply with decisions made by my Agent which are authorized by this document, or enjoining acts by third parties which my Agent has not authorized. My Agent may bring legal action against any third party who fails to comply with actions I have authorized my Agent to take and demand damages on my behalf for such noncompliance.


G Reliance On Photocopy. Third parties shall be entitled to rely on a photocopy of the signed Original hereof.

H. Applicable Law. The laws of the State of Alabama shall govern this Power of Attorney. This Power of Attorney is intended to be valid in any jurisdiction in which it is presented.

I. HIPAA Release Authority. I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize: any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.

The authority given my agent shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

DATED this 16th day of August, 2016.


Helen Hudson, Principal

Social Security Number _____
Residing at:
2029 Brook Highland Ridge
Birmingham, AL 35242

STATE OF Alabama }
 } ss.
 COUNTY OF Shelby }

This is to certify that on this 16 day of August, 2016, before me, the undersigned Notary Public in and for the state of Alabama, duly commissioned and qualified, personally appeared Helen Hudson, to me known to be the person described in and who executed the within and foregoing Power of Attorney, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

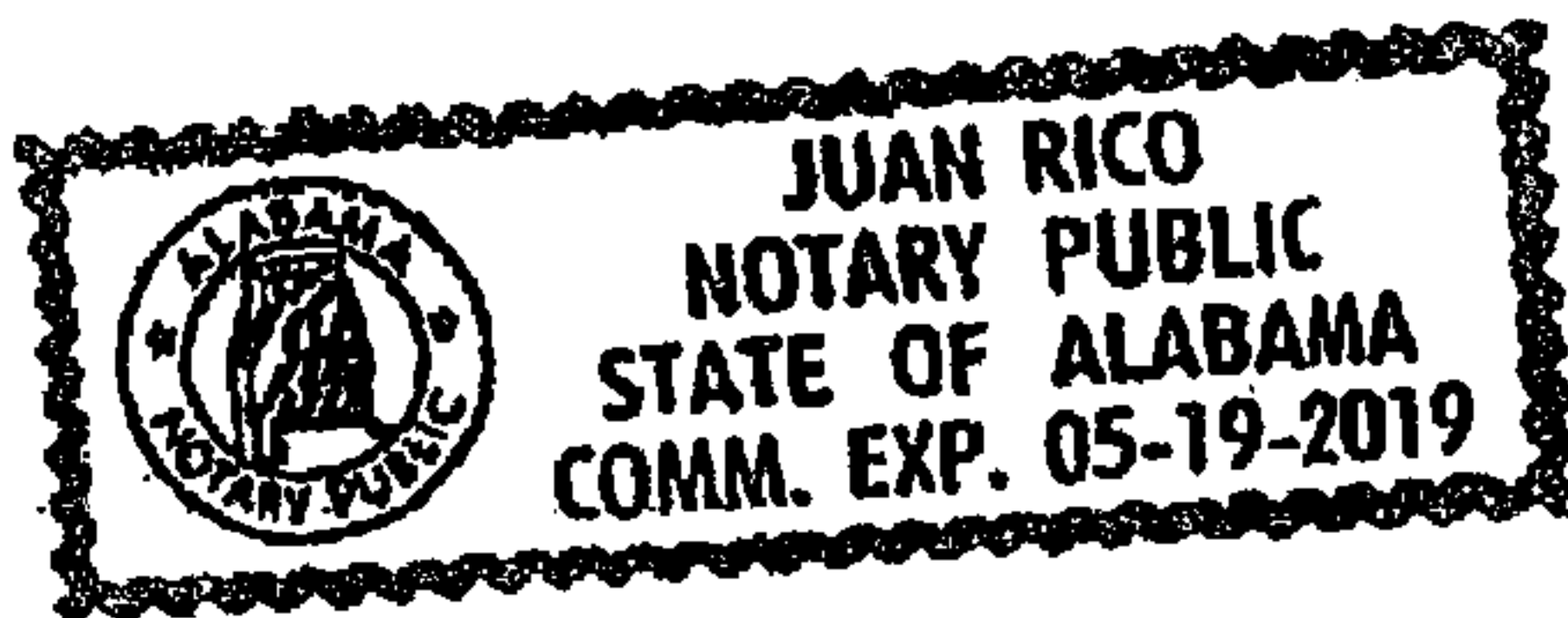

 Notary Signature

Print Name: Juan Rico

NOTARY PUBLIC in and for the

state of Alabama, residing at Shelby County

My commission expires: 05-19-2019



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/02/2020 01:47:40 PM
 \$110.00 CHERRY
 20201202000550790

Allen S. Beyl