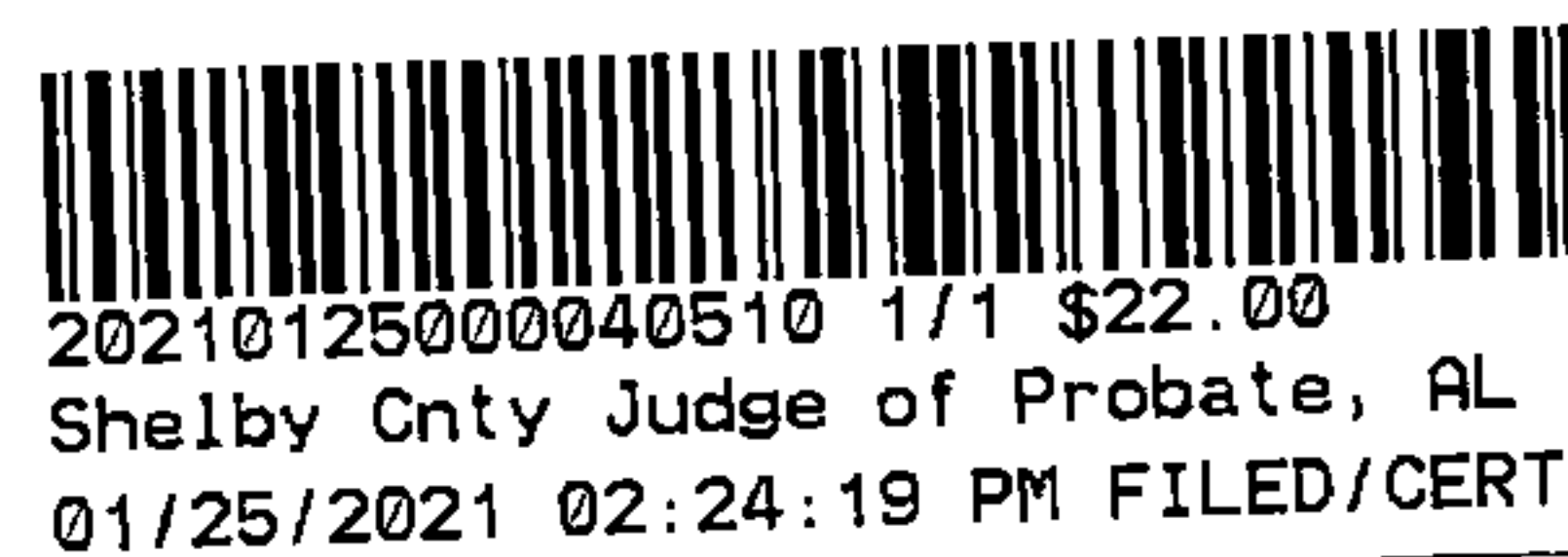


THIS INSTRUMENT WAS PREPARED BY:
FOSTER D. KEY, ATTORNEY AT LAW
POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236

STATE OF ALABAMA)
COUNTY OF SHELBY)



AFFIDAVIT & INDEMNITY AGREEMENT REGARDING
NON-REVOCATION OF POWER OF ATTORNEY

BEFORE ME, the undersigned Notary Public, in and for the State of Alabama-at-Large, personally appeared MARLIN STOLTZ, who having been by me first duly sworn, deposed as follows:

1. My name is MARLIN STOLTZ. I am over the age of twenty-one (21) years, and have personal knowledge of the facts stated herein.

2. On JANUARY 5, 2021, LEE A. STOLTZ appointed me as Attorney-in-Fact under a Specific Power of Attorney which is being filed simultaneously herewith.

3. I have on this day exercised the above-referenced Power of Attorney by executing a deed and various other documents relating to the sale of real property located in Shelby County, Alabama, and being more particularly described as follows, to-wit:


Lot 7, according to the final plat of Timberline, Phase Two, as recorded in Map Book 29, Page 49, in the Probate Office of Shelby County, Alabama.

4. At the time of the execution of the above-mentioned closing documents and exercise of the Power of Attorney, I had no actual knowledge of the termination of the power by revocation or of LEE A. STOLTZ's death. I know LEE A. STOLTZ to be still alive, and have never been notified since the execution of the Power of Attorney that she has revoked said power. The affiant herein affirms, under penalty of perjury, that he is not using the power of attorney to self-deal in the Principals' property, or to otherwise benefit personally from this sale of the Principals' real property.

5. I am making this Affidavit pursuant to Code of Alabama 1975 Section 26-1-2(e).


6. I, MARLIN STOLTZ, agree to indemnify and hold harmless Shelby County Abstract & Title Company, Inc., the Title Company, Old Republic National Title Insurance Company, Title Insurance Company Underwriter; Foster D. Key, Closing Attorney; and ACIPCO Federal Credit Union, Lender, its successors and/or assigns, from any loss, costs, damage and expense of every kind including attorney's fees, which it shall or may suffer resulting from a reliance of the Power of Attorney.

WITNESS my hand and seal this the 20TH day of JANUARY, 2021


MARLIN STOLTZ
AFFIANT and ATTORNEY-IN-FACT

STATE OF ALABAMA)
COUNTY OF SHELBY)

Subscribed and sworn to before me on this the 20TH day of JANUARY, 2021


NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/31/2023

