

POA 1/2

STATE OF ALABAMA  
COUNTY OF SHELBY



LIMITED DURABLE  
POWER OF  
ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a Limited Durable Power of Attorney, that I, **Eric Paul Wagner**, of Shelby County, State of Alabama, the undersigned, DO HEREBY MAKE, CONSTITUTE AND APPOINT my wife, **Jamie Hand Wagner**, of Shelby County, State of Alabama, as my true and lawful Attorney-in-Fact, for me and in my name, place and stead, and on my behalf and for my use and benefit, to do, perform and execute all and every act that I may legally do through an attorney-in-fact to engage in any real estate transaction regarding the property located at 96 Reed Creek Lane Shelby, AL 35143 and legally described as:

Commence at the Southwest corner of Section 24, Township 24 North, Range 15 East, Shelby County, Alabama; thence run easterly along said section (South line) 531.28 feet to a point; thence 91 degrees 35 minutes left and run northerly 397.0 feet to the point of beginning of the property being described; thence continue along last described course 163.0 feet to a point; thence 128 degrees 55 minutes left and run southwesterly 589.24 feet to a point on the water line contour of Reed Creek; thence 91 degrees 30 minutes left and run southeasterly along waters edge 20.41 feet to a point; thence 9 degrees 0 minutes left and continue along waters edge 72.18 feet to a point; thence 75 degrees 13 minutes left and run northeasterly 474.48 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO,

A non-exclusive easement along the presently traveled 20-foot road that leads in a southwesterly direction from the 40-foot unnamed county road, across the S 1/2 of SW 1/4 of SW 1/4, Section 24, Township 24 North, Range 15 East, for ingress and egress to the property described in Deed Book 346, Page 344, and in corrective deed recorded in Deed Book 348, Page 399, in the Probate Office of Shelby County, Alabama.

including but not limited to, the power to purchase and/or mortgage the property to Central State Bank, their successors and/or assigns as their interest may appear, for a loan in an amount not to exceed \$86,393.50, and sign all documents in connection with said real estate transaction, and every proper power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which the said **Jamie Hand Wagner** shall lawfully do or cause to be done by himself/herself lawfully designated by virtue of the power herein conferred upon him/her.

The rights, powers and authority of my said Attorney-in-Fact herein granted shall commence upon the execution of this instrument and shall be in full force and effect upon the execution of this instrument; the authority herein conferred shall not be affected by disability, incompetency, or incapacity of the said principal, **Eric Paul Wagner**; and such rights, powers and authority shall remain in full force and effect until the death of the principal, **Eric Paul Wagner**, or until his/her disability, incompetency, or incapacity is otherwise terminated by order of a court of competent jurisdiction. Any action taken in good faith pursuant to the foregoing authority

without actual knowledge of my death shall be binding upon me, my heirs, assigns, and personal representatives.

This specific Power of Attorney shall not be affected by any physical or mental disability that I may suffer except as provided by statute and shall be exercisable from this date. All acts done by my attorney-in-fact pursuant to this power shall bind me, my heirs, devisees, and personal representatives. This specific power of attorney is non-delegable.

I authorize my Attorney-in-Fact to endorse, sign, seal, execute and deliver and any and all mortgages for the lender, deeds of trust, deed of trust notes, notes or bonds, financing statements, checks, drafts or other negotiable instruments and other written instrument(s) or document(s) of whatever kind reasonably required to effectuate this loan.

I also authorize my Attorney-in-Fact, when appropriate, to execute in my name and behalf such papers and documents s may be required to obtain and consummate a mortgage loan closing including, but not limited to, mortgage loans guaranteed and /or insured, or otherwise, and to execute such documents as may be required, and to execute loan settlement statements, certifications of occupancy, statements required by the federal Truth-in-Lending law or Real Estate Settlement Procedures Act. and any and all other papers necessary or proper to obtain and consummate said loan.

This Power of Attorney shall expire on June 1, 2021.

IN WITNESS WHEREOF, as Principal, I have signed this Limited Durable Power of Attorney in Shelby County, State of Alabama, this 16<sup>th</sup> day of March, 2021, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

Eric Paul Wagner  
Principal

STATE OF Alabama  
COUNTY OF Shelby



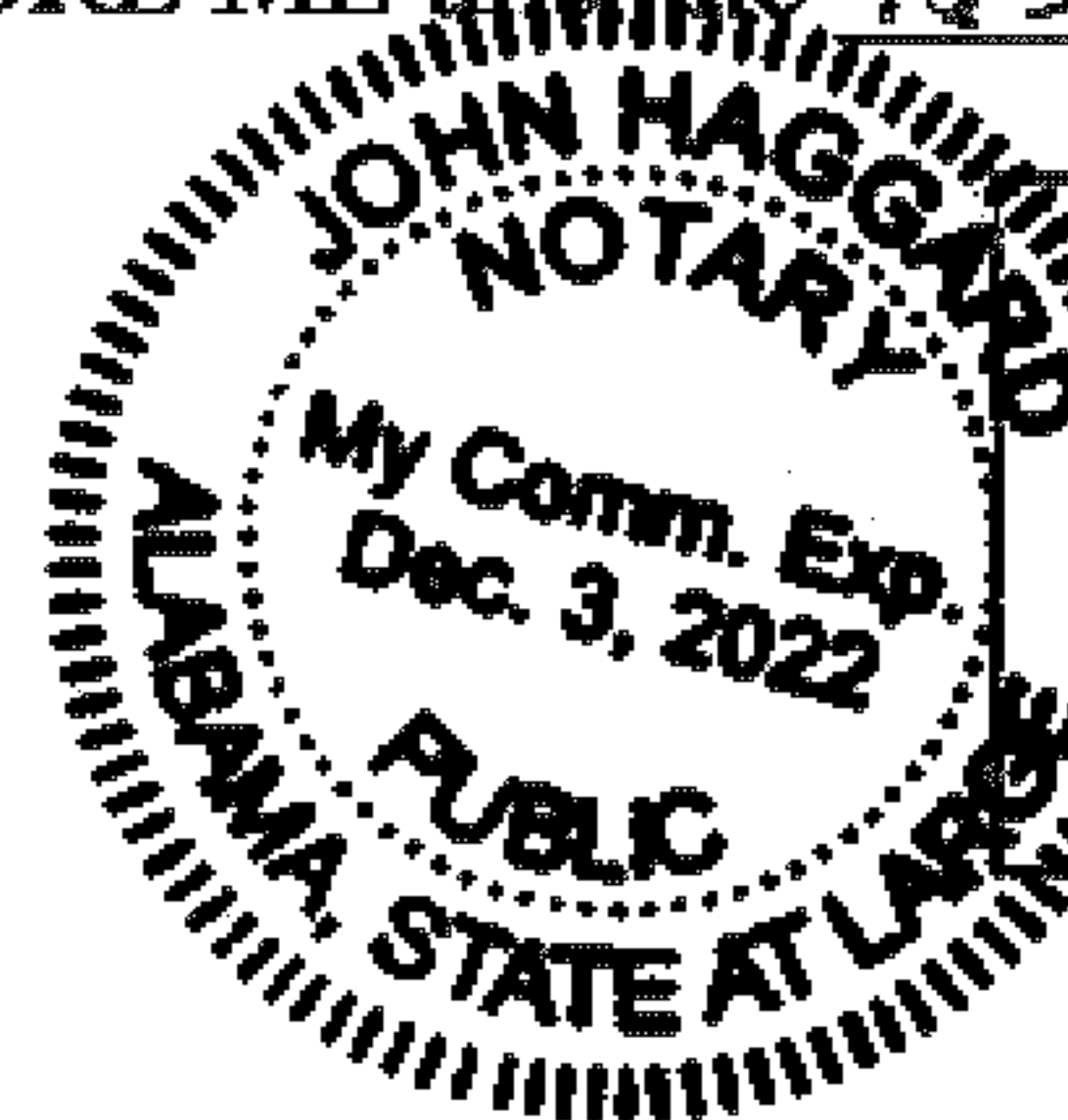
Acknowledgement

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Eric Paul Wagner**, whose name is signed to the foregoing Limited Durable Power of Attorney and who is known to me, acknowledged before me on this day that, being informed of the contents of said Limited Durable Power of Attorney, he/she executed the same voluntarily on the day the same bears date.

SWORN TO AND SUBSCRIBED BEFORE ME this the 16<sup>th</sup> day of March, 2021.

John Haggard  
Notary Public

My Commission Expires: 12/3/2022



This Instrument Prepared By:  
Justin Smitherman  
Alabama Law Services, LLC  
13 Tucker RD STE 201  
Helena, AL 35080



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/18/2021 03:07:23 PM  
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Allen S. Bayl