

# SPECIFIC POWER OF ATTORNEY

## DESIGNATION OF AGENT

I, Noah Ross Gassaway (Principal), name the following person as my agent:

Name of Agent: Juliana Teles Gassaway

Agent's Address: 1761 Valley Avenue, Apt. H, Homewood, AL 35209

Agent's Telephone Number: [REDACTED]

## GRANT OF SPECIFIC AUTHORITY

I grant my agent specific authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, with respect to the following real property ("Property"):

Subject Mailing Address: 4035 Park Cove Way, Chelsea, AL 35043

Legally described as: See Legal Description attached hereon as "Exhibit A."

**If you wish to grant specific authority over less than all subjects enumerated in this section you must INITIAL by each subject you want to include in the agent's authority:**

- \_\_\_\_\_ Purchase of Real Property as defined in § 204
- \_\_\_\_\_ Tangible Personal Property as defined in § 205
- \_\_\_\_\_ Stocks and Bonds as defined in § 206
- \_\_\_\_\_ Commodities and Options as defined in § 207
- \_\_\_\_\_ Banks and Other Financial Institutions as defined in § 208
- \_\_\_\_\_ Operation of Entity or Business as defined in § 209
- \_\_\_\_\_ Insurance and Annuities as defined in § 210
- \_\_\_\_\_ Estates, Trusts, and Other Beneficial Interests as defined in § 211
- \_\_\_\_\_ Claims and Litigation as defined in § 212
- \_\_\_\_\_ Personal and Family Maintenance as defined in § 213
- \_\_\_\_\_ Benefits from Governmental Programs or Civil or Military Service as defined in § 214
- \_\_\_\_\_ Retirement Plans as defined in § 215
- \_\_\_\_\_ Taxes as defined in § 216
- \_\_\_\_\_ Gifts as defined in § 217

### GRANT OF SPECIFIC AUTHORITY

My agent **MAY NOT** do any of the following specific acts for me **UNLESS** I have **INITIALED** the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. **INITIAL** the specific authority you **WANT** to give your agent.)

NG Make, draw, and endorse a promissory note and mortgage/deed of trust pertaining to the Property; specifically, to execute and deliver that certain note and mortgage loan with **DHI Mortgage Company, Ltd. (Mortgagee)**. Thirty (30) year home loan.

NG Make and execute any and all contracts and addendums thereto pertaining to the purchase of the Property;

NG Receive and execute all consumer disclosure documents and exercise all rights granted thereunder; and

NG Execute any and all documentation reasonable and necessary from the lender and/or closing attorney to effectuate the purchase described above, including, but not limited to, Closing Disclosures, instruments of conveyance and supporting documentation, mortgages, notes, certifications, acknowledgments, affidavits, and like instruments.

### LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant **MAY NOT** use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

**Limitation of Power.** Except for any special instructions given herein to the agent to make gifts, the following shall apply:

- (a) Any power or authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing any Agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my Agent as defined in 2041 and 2514 of the Internal Revenue Code of 1986, as amended.
- (b) My Agent shall have no power or authority whatsoever with respect to any policy of insurance owned by me on the life of my Agent, or any trust created by my Agent as to which I am a trustee.

**SPECIAL INSTRUCTIONS**

The above described purchase of 4035 Park Cove Way, Chelsea, AL 35043 is described in that certain Home Purchase Agreement entered into by Noah Ross Gassaway (Purchaser) and D.R. Horton, Inc. - Birmingham (Seller) dated on or about February 12, 2021 and any amendments thereto. The purchase price is \$270,000.00. I have inspected, read, and understand this contract and am fully aware of its contents. We have obtained a **thirty (30) year** home loan from **DHI Mortgage Company, Ltd. (Mortgagee)**.

As to durability, I hereby agree and represent to those persons dealing with my agent that this power of attorney will not terminate upon my subsequent disability, mental or physical incapacity, or incompetence and may be voluntarily revoked by a written instrument of revocation filed for record in the recording office of the county in which the property is located, or upon the actual notice of my death to the agent named herein or the reliant, as provided in Alabama Code §26-1A-102, or this power of attorney is automatically revoked on September 30, 2021 at 11:59 pm.

**EFFECTIVE DATE**

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

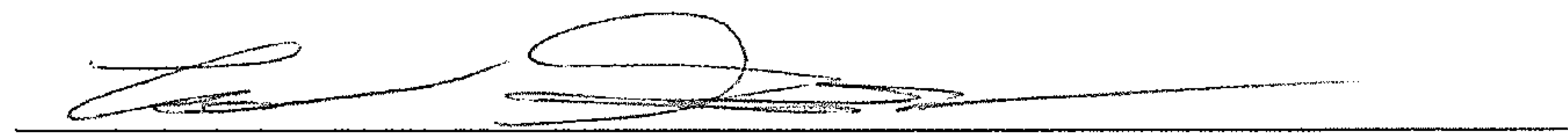
**RELIANCE ON THIS POWER OF ATTORNEY**

The undersigned does hereby ratify and confirm all that the said agent shall lawfully do or cause to be done by virtue of this Power of Attorney and agrees that any third party who receives a copy of this document may act under it. Revocation of this Power of Attorney is not effective as to a third party until that Third Party learns of the revocation, which revocation must be in writing or is automatically revoked as indicated below. The undersigned agrees to reimburse the third party for any loss resulting from claims that arise against the third party because of reasonable reliance on this Power of Attorney.

IN TESTIMONY WHEREOF, I have hereto set my hand and seal this 12 day of July, 2021.



**SIGNATURE AND ACKNOWLEDGMENT**



Noah Ross Gassaway

Principal's Address: 1761 Valley Avenue, Apt. H, Homewood, AL 35209

Principal's Telephone Number: [REDACTED]

STATE OF AZ )  
 ) ss.  
COUNTY OF COCHISE )

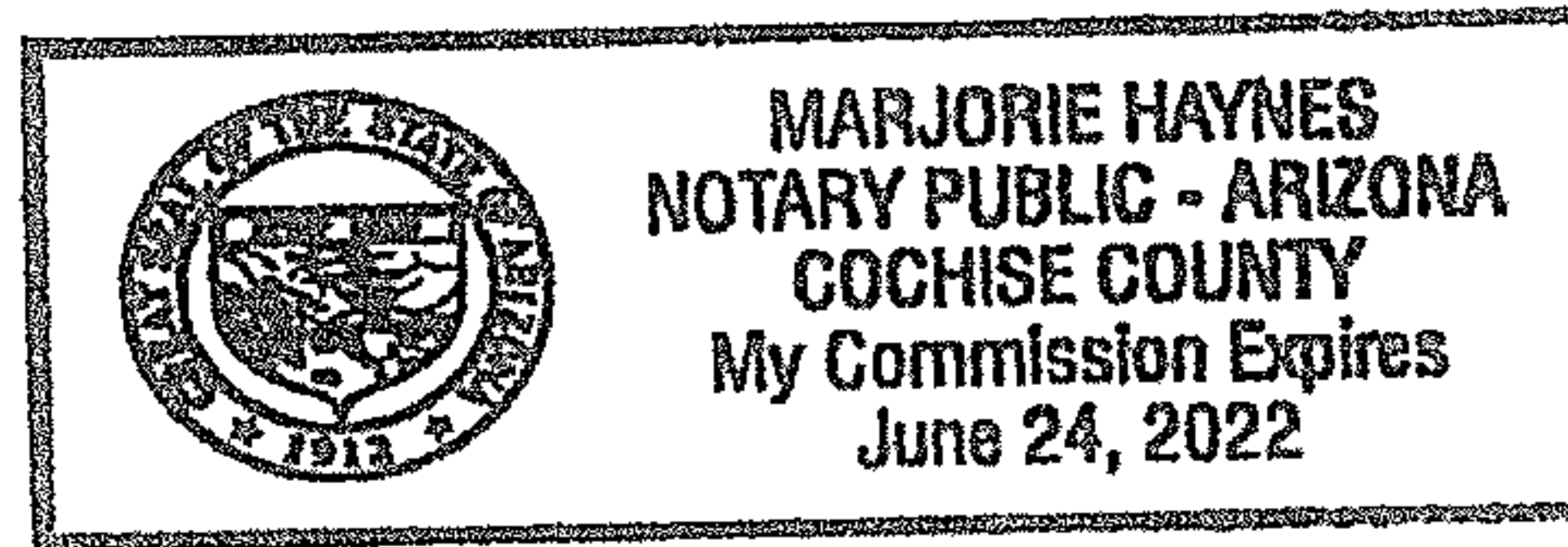
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Noah Ross Gassaway, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand this July 12, 2021

[Signature]  
Notary Public

(Seal)

My commission expires: 6-24-2022



*This document prepared by:*  
Megan Elder, Esq.  
Estes Closings, LLC.  
2188 Parkway Lake Drive, Ste. 101  
Hoover, AL. 35244

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Lot 1577, according to Plat of Chelsea Park 15th Sector, recorded in Map Book 50, Pages 62 A and 62 B, of the Probate Office of Shelby County, Alabama.**



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**08/02/2021 11:46:24 AM**  
**\$34.00 JOANN**  
**20210802000371510**

*Allie S. Bayl*