

SPECIAL LIMITED POWER OF ATTORNEY

UNITED STATES OF AMERICA

STATE OF ALABAMA

COUNTY OF JEFFERSON

20220322000117460

03/22/2022 02:11:48 PM

POA 1/3

January 18, 2022

BEFORE ME, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned **PRINCIPAL**, who declared under oath that she is of legal age and her marital status is as hereinafter set forth, and further that she does by these presents make, name, ordain, constitute and appoint the hereinafter named **AGENT** and **ATTORNEY-IN-FACT** (hereinafter referred to as **AGENT**), of the full age of majority, to be her true and lawful **AGENT**, hereby giving and granting unto said **AGENT** full power and authority, for her, and in her name, place and stead, to do and perform all the things and acts specified herein and in the numbered paragraph(s) indicated or completed below.

PRINCIPAL further authorizes and empowers her said **AGENT** to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if **PRINCIPAL** had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application, disclosure or other agreement, **PRINCIPAL** hereby ratifying and confirming any and all things done by her said **AGENT** and adopting them as their own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by **AGENT**. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:

ARTICLE I

 X Applicable

 Not Applicable

To direct, instruct, authorize and permit **AGENT** to sell and deliver the hereinafter described real estate and/or all of **PRINCIPAL'S** right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as **AGENT** may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

ARTICLE II

_____ Applicable

___X___ Not Applicable

To direct, instruct, authorize and permit **AGENT** to purchase the hereinafter described real estate for the price and sum of \$_____ in cash and \$_____ to be evidenced by **PRINCIPAL'S** promissory note and secured by vendor's lien and/or mortgage on such real estate.

ARTICLE III

_____ Applicable

___X___ Not Applicable

To direct, instruct, authorize and permit **AGENT** to borrow, from any person, firm or corporation, the total sum of \$_____, said loan to be evidenced by **PRINCIPAL'S** promissory note and secured by vendor's lien, mortgage and/or collateral mortgage on the hereinafter described real estate, or **PRINCIPAL'S** undivided interest therein.

In the event that Articles II and/or III hereinabove shall be applicable, **PRINCIPAL** does hereby expressly authorize **AGENT**:

- (a) To execute the necessary sale and resale or act of mortgage to create a vendor's lien or a mortgage in favor of any lender or in favor of any firm, person or corporation, including any building and loan association, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment and waiver of homestead exemption from seizure.
- (b) To make, execute and deliver in **PRINCIPAL'S** name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable at such maturity and at such rate of interest and on such terms and conditions as **AGENT** shall deem proper. **AGENT** may increase or decrease the amount of the note, not to exceed ten (10%) percent.
- (c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- (d) To obligate **PRINCIPAL** jointly and severally in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

Bonnie Thomas
49 Forman Street
Springville, Alabama 35146
Married

NAME AND RESIDENCE OF AGENT:

Carolyn Cupp
5838 Sumpler Drive
Pinson, Alabama 35126

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

Commence at a 1/2" pipe in place being the Southeast corner of the Southeast one-fourth of the Southwest one-fourth of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 87° 33' 41" West along the South boundary of said quarter-quarter section for a distance of 478.53 feet (set 1/2" rebar CA-0114-LS); thence proceed North 04° 30' 07" West for a distance of 517.10 feet (set 1/2" rebar CA-0114-LS) to a point on the Southeasterly right-of-way of Shelby County Highway No. 20; thence proceed North 60° 40' 49" East along the Southeasterly right-of-way of said highway for a distance of 171.94 feet to the P. C. of a concave curve left having an arc distance of 521.27 feet and a radius of 586.19 feet; thence proceed Northeasterly along the Southeasterly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of North 35° 12' 19" East, 504.26 feet (set 1/2" rebar CA-0114-LS), said point being located on the East boundary of said Southeast one-fourth of the Southwest one-fourth; thence proceed South 04° 30' 07" East along the East boundary of said quarter-quarter section for a distance of 994.43 feet to the point of beginning.

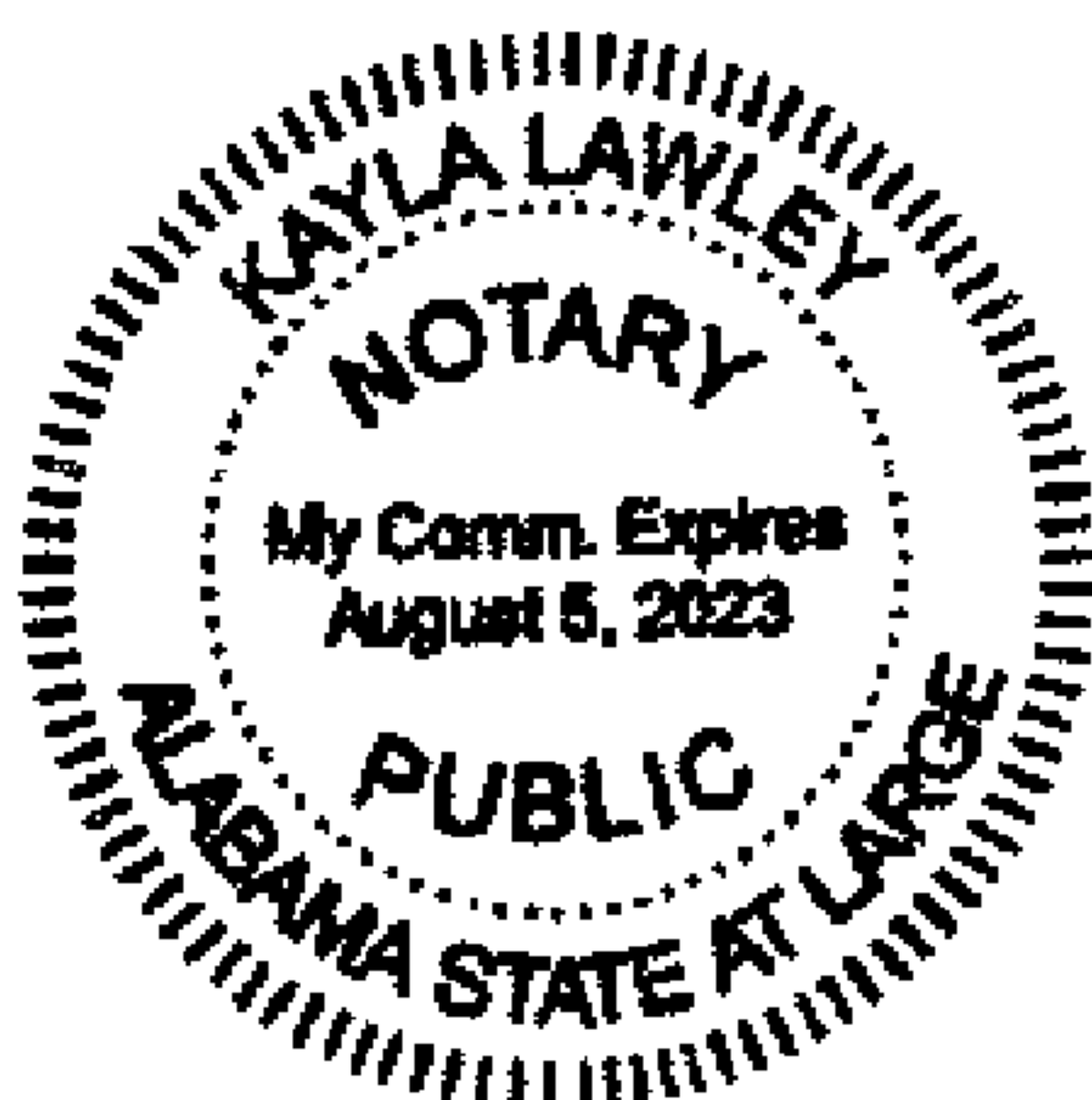
The above described land is located in the Southeast one-fourth of the Southwest one-fourth of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama and contains 7.42 acres.

THUS DONE AND PASSED, in multiple originals, at the County and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have hereto signed their names with said **PRINCIPAL** and me, Notary, after due reading of the whole.

WITNESSES:



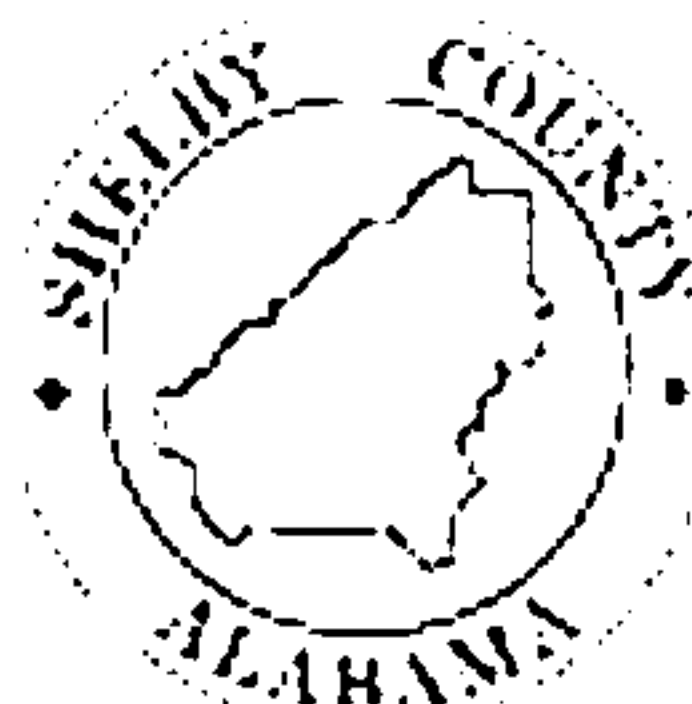
PRINCIPAL





NOTARY PUBLIC

My commission expires: 8/5/23



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
03/22/2022 02:11:48 PM
\$28.00 JOANN
20220322000117460

Instrument Prepared By:
(information provided by Agent)

Robert M. Rosenberg
2850 19th St S, Ste 370
Birmingham, AL 35209

