

Important Information Regarding your SPECIFIC POWER OF ATTORNEY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). **Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.** The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

This power of attorney does not authorize the agent to make health-care decisions for you. Such powers are governed by other applicable law.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

SPECIFIC POWER OF ATTORNEY

DESIGNATION OF AGENT

I, Shirley Smith (Principal), name the following person as my agent:

Name of Agent: Natasha Earley-Morrow

Agent's Address: 13127 South Wilton Place, Gardena, CA 90249

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 Property Mailing Address: 1049 Merion Drive, Calera, AL 35040

Legally described as: **Lot 168, according to the Survey of The Reserve at Timberline, Phase 2, as recorded in Map Book 39, page 27, in the Probate Office of Shelby County, Alabama.**

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:

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

AmA Make and execute any and all contracts and addendums thereto pertaining to the sale of the Property;

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

AmA Execute any and all documentation reasonable and necessary from the lender and/or closing attorney to effectuate the sale of said Property, including, but not limited to, Closing Disclosures, instruments of conveyance and supporting documentation, certifications, acknowledgments, affidavits, title company documents, 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.

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 **August 16, 2022** at 11:59 pm.

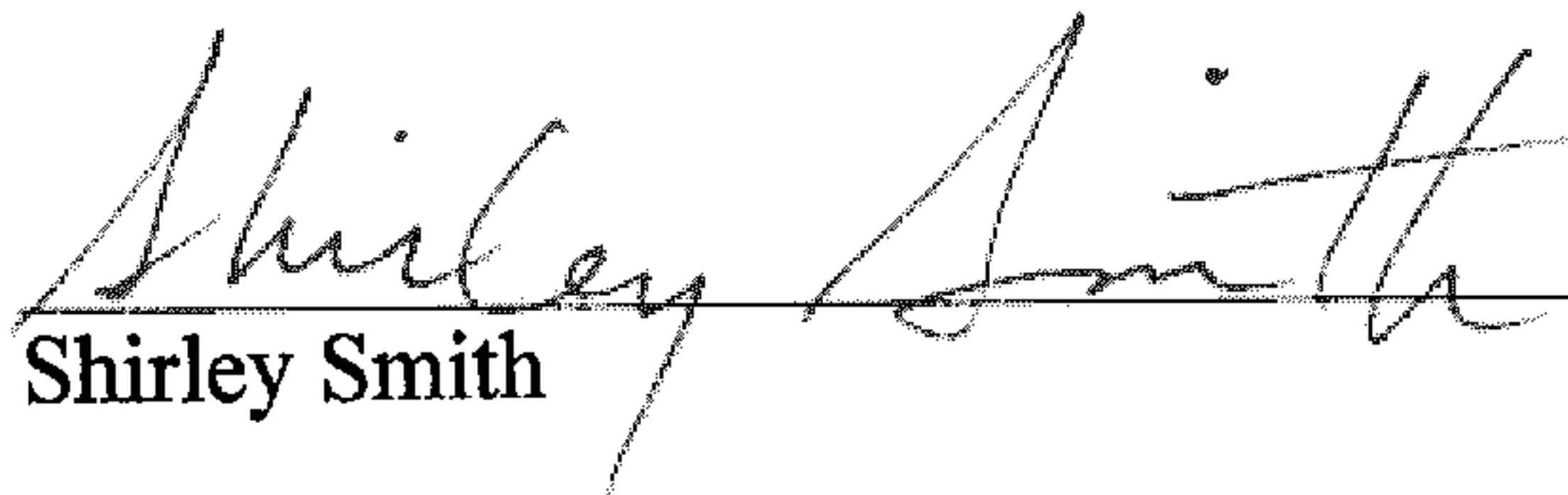
EFFECTIVE DATE

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 23 day of June 2022.


Shirley Smith

Principal's Address: 13317 1/2 South Vermont, Gardena, CA 90247

Principal's Telephone Number: (323) 933-3567

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STATE OF)

COUNTY OF)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Shirley Smith, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of June 2022.

(Seal)

Notary Public

My commission expires:

PLEASE SEE ATTACHED CALIFORNIA
ACKNOWLEDGMENT BY JOSEPH ALAN MOCHTEL,
CA NOTARY PUBLIC.

This document prepared by:

Courtney A. Moseley, Esq.

Estes Closings, LLC.

2188 Parkway Lake Drive, Ste. 101

Hoover, AL 35244

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

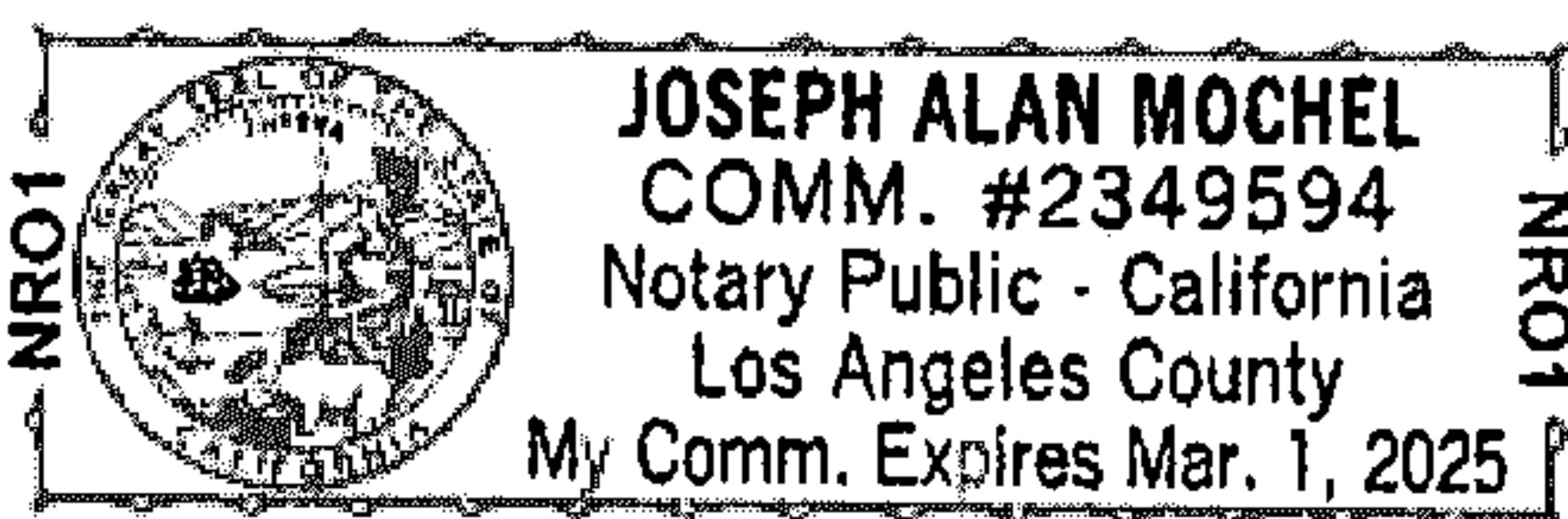
State of California

County of LOS ANGELES

On JUNE 23^R 2022 before me, Joseph Alan Mochel, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared SHIRLEY SMITH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: SPECIFIC POWER OF ATTORNEYDocument Date: 6-23-22 Number of Pages: 7

Signer(s) Other Than Named Above: _____



IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health-care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;

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- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975 or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/19/2022 12:36:47 PM
\$43.00 BRITTANI
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Allen S. Bayl age

Alabama Statutory Power of Attorney