

STATE OF ALABAMA }
 :
SHELBY COUNTY }

GENERAL DURABLE POWER OF ATTORNEY
(EFFECTIVE UPON THE EXECUTION OF THIS INSTRUMENT)

KNOW ALL MEN BY THESE PRESENTS, that I, **Olivia Adean Holden**, constitute and appoint my son, **Neal Thomas Holden**, as my true and lawful Attorney (herein called "Agent") for me and in my name, place and stead to do and perform the following acts:

1. **Write Checks.** To make, sign and deliver checks and drafts upon any financial institution where I have an account.

2. **Make Deposits and Withdrawals.** To deposit or withdraw funds; to endorse all checks, including social security checks; to acquire and redeem certificates of deposit in my name in any bank, savings and loan association or any other financial institution; to acknowledge receipt of said funds; and to make application for withdrawal of said funds.

3. **Access Safe Deposit Boxes and Other Safekeeping Facilities.** To have access at any time to any safe deposit box, drawer, vault, warehouse, or other safekeeping facility rented by me, wherever located; to remove all or any part of the contents thereof; and to surrender or relinquish such safekeeping facility. Any institution in which any such safekeeping facility may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power, even if this requires authorizing a depository to enter a box or vault forcibly by having said box drilled or otherwise entered into.

4. **Make Investments.** To invest and reinvest in my name in such loans, bonds, stocks, interests in partnerships, limited liability companies or trusts, mortgages, securities, shares of regulated investment companies or trusts, or other property, real or personal; to purchase or exercise options, rights, or warrants for such purposes; and to purchase securities or other property without being limited as to type of investment by any constitution, state or rule of law, and without regard to whether such investment is a so-called "legal" investment.

5. **Hold or Sell Investments.** To hold, sell, exchange, or otherwise dispose of any or all shares of stock, bonds, interests in partnerships, limited liability companies or trusts or other securities, including United States securities, now or hereafter belonging to me without being limited as to type of investment by any constitution, statute or rule of law, and without regard to whether the investment is a so-called "legal" investment; and to make, execute and deliver assignments of any such shares of stock, bonds, interests or other securities.

6. **Pay Debts.** To pay any and all indebtedness of mine, including bills, accounts, claims and demands now or hereafter payable by me, in such manner and at such times as my Agent may deem appropriate.

7. **Collect Debts.** To forgive, compromise, demand, sue for, collect, sell, recover, receive, hold or in any other manner deal with all goods, claims, legacies, bequests, devises, debts, checks, drafts, deposits, dividends, pension benefits, profit sharing benefits and any other benefits, insurance, property (whether real, personal, tangible or intangible), property rights, monies, interests and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, now due or that may hereafter be due or belong to me, or in which I now have or hereafter acquire an interest; and to make, execute and deliver receipts, releases or other discharges thereof, under seal or otherwise.

8. **Secure Public Benefits.** To take any necessary action to secure benefits due me from federal civilian service, Social Security and Medicare, as well as all other federal, state or local governments.

9. **Lend or Borrow.** To lend or borrow money (including the power to borrow against the cash surrender value of any life insurance policy now or hereafter owned by me) on such terms as my Agent deems appropriate; and to make, execute and deliver any note, bond, security agreement or any other instrument or contract on my account for any amount and with such security, whether real or personal property, as my Agent may deem expedient.

10. **Buy and Sell Property.** To acquire, purchase, exchange, hold, sell, convey, encumber, mortgage, lease or otherwise obtain or dispose of any or all real or personal property, tangible or intangible, or interests therein on such terms and conditions as my Agent shall deem proper. My Agent shall have full authority to make, execute and deliver any agreement, bond, deed, bill of sale, mortgage, contract or other document or instrument in connection with the exercise of said powers; and to ask, collect and receive any rents, profits, issues or income of any and all of such property, or of any part thereof.

11. **Manage Property.** To enter upon, take possession of, maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper.

12. **Execute Contracts.** To execute any and all contracts of every kind or nature.

13. **Defend Claims.** To defend, settle, adjust and compromise all actions, suits, accounts, claims and demands whatsoever that now are or hereafter shall be pending between me and any firm, corporation or person, in such manner and in all respects as my Agent shall think satisfactory.

14. **Transfer Vehicles.** To apply for a Certificate of Title for any automobile, truck, pickup, van, motorcycle or other motor vehicle; to endorse and transfer title to such motor vehicles; and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

15. **Provide for Support.** To use and apply so much of the income and principal of the assets comprising my estate as may be necessary, in the sole discretion of my Agent, for my health, support or maintenance, and for the health, support or maintenance of any person dependent upon me, taking into consideration other income, resources or financial assistance that is available to any of them from all other sources. Notwithstanding any contrary provision herein, my Agent shall have no power or authority to use or apply the income or principal of the assets comprising my estate principal to discharge any legal obligation that my Agent or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are not assets reasonably available to the person having the obligation of support to pay the same.

16. **Provide for Care at Home.** In the event of my incapacity or that of my spouse, whether such incapacity occurs as a result of illness, accident, advanced age or for any other reasons, if it is at all possible for me, my spouse or both of us to be cared for at home, my Agent shall have the power to arrange for such home care and pay all said costs, including the expenses of round-the-clock private duty nurses or the equivalent, the rental or purchase of hospital type furniture, medical equipment and supplies (including special beds, wheel chairs, tables, bathroom fixtures and stair glides) as well as the temporary or permanent installation of any equipment of this nature in any home owned or rented by me, my spouse or both of us.

GENERALLY ACT IN MY NAME, PLACE AND STEAD. Without in any way limiting the foregoing, generally to do, execute and perform any other act, deed, duty, right, obligation, matter or thing whatsoever, relating to any person, matter, transaction or property, real or personal, tangible or intangible, that I now have or hereafter acquire, that ought to be done, executed or performed, or that in the opinion of my said Agent ought to be done, executed or performed in and about these premises, of every nature and kind whatsoever, as fully and completely as I could do if personally present.

LIMITATION OF POWER. Except for any power to my Agent to make gifts by virtue of this Power of Attorney, the following shall apply:

(a) Any power of authority granted to my Agent herein shall be limited so as to prevent this Power of Attorney from causing my 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 not satisfy any legal obligation of my Agent out of any property subject to this Power of Attorney, nor may my Agent exercise this power in favor of my Agent, my Agent's estate, my Agent's creditors or the creditors of my Agent's estate.

(c) My Agent shall have no power or authority whatever with respect to (i) any policy of insurance owned by me on the life of my Agent, or (ii) any trust created by my Agent of which I am a trustee.

APPOINTMENT OF SUCCESSOR AGENT. In the event my herein named Agent predeceases me or for any other reason fails to serve as my Agent, I hereby designate and appoint my daughter-in-law, **Mary Michele Holden**, to be my Agent in the place of said son, **Neal Thomas Holden**, and confer upon her all the power and authority granted by these presents.

NOMINATION OF GUARDIAN AND CONSERVATOR. In the event proceedings are hereafter commenced by any person to appoint a guardian, conservator, or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Agent to serve as such guardian, conservator or other fiduciary. I do hereby exempt my Agent from giving bond while serving as such conservator or other fiduciary, pursuant to ALA. CODE §26-2A-139 (1975) as amended, or pursuant to similar statutes or common law.

I HEREBY INTEND TO CREATE A DURABLE POWER OF ATTORNEY PURSUANT TO ALA. CODE §26-1-2 (1975) AS AMENDED. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE UNDERSIGNED.

REVOCATION OF PRIOR POWERS OF ATTORNEY. I hereby revoke all prior Powers of Attorney that I may have executed prior to this Durable Power of Attorney.

RIGHT TO REVOKE OR AMEND POWER OF ATTORNEY. I retain the right to revoke or amend this Power of Attorney and to substitute other Agents in place of the Agents appointed herein. Any amendments to this Power of Attorney shall be made in writing by me personally, and not by my Agent, and they shall be attached to the original of this Power of Attorney.

I UNDERSTAND THAT THIS POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. I UNDERSTAND THAT THIS DOCUMENT PROVIDES MY AGENT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY AND ENCUMBER MY REAL AND PERSONAL PROPERTY; (2) THE POWERS GRANTED IN THIS POWER OF ATTORNEY WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS I LIMIT THEIR DURATION BY THE TERMS OF THIS POWER OF ATTORNEY OR REVOKE THIS POWER OF ATTORNEY; (3) THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING MY SUBSEQUENT DISABILITY OR INCAPACITY; AND (4) I HAVE THE RIGHT TO REVOKE OR TERMINATE THIS POWER OF ATTORNEY AT ANY TIME.

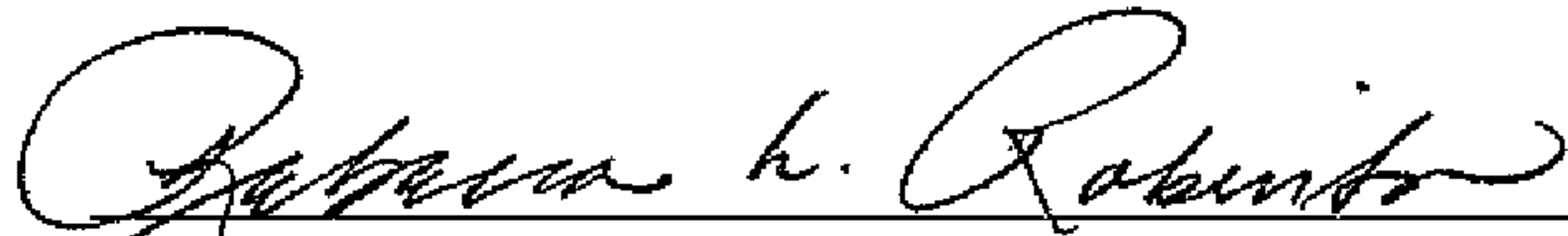
Dated: 5-28-, 2005.

Olivia Adean Holden
Olivia Adean Holden

STATE OF ALABAMA }
 :
SHELBY COUNTY }

I, the undersigned authority, in and for said county and state, hereby certify that **Olivia Adean Holden**, whose name is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of MAY, 2005.


Notary Public

[SEAL]

Prepared By:

Rebecca Robinson
2070 Vestavia Park Ct.
Vestavia Hills, AL 35216



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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