

THIS INSTRUMENT WAS PREPARED BY:  
FOSTER D. KEY, ATTORNEY AT LAW  
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STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

## AFFIDAVIT & INDEMNITY AGREEMENT REGARDING NON-REVOCATION OF POWER OF ATTORNEY

BEFORE ME, the undersigned Notary Public, in and for the State of Alabama-at-Large, personally appeared MARTIN DAVID PATINO PENA, who having been by me first duly sworn, deposed as follows:

1. My name is MARTIN DAVID PATINO PENA. I am over the age of twenty-one (21) years, and have personal knowledge of the facts stated herein.

2. On JULY 26, 2024, NICOLAS PATINO appointed me as Attorney-in-Fact under a Specific Power of Attorney, the original of which is being filed simultaneously herewith.

3. I have on this day exercised the above-referenced Power of Attorney by executing a mortgage and various other documents relating to the mortgaging of real property located in Shelby County, Alabama, and being more particularly described as follows, to-wit:

Lot 3, according to the Final Plat of Patino Family Subdivision, as recorded in Map Book 48, page 46, in the Probate Office of Shelby County, Alabama.

Together with a 15 foot easement for ingress/egress as shown on The Final Plat of Patino Family Subdivision as recorded in Map Book 48, page 46, in the Probate Office of Shelby County, Alabama.

4. At the time of the execution of the above-mentioned closing documents and exercise of the Power of Attorney, I had no actual knowledge of the termination of the power by revocation or of NICOLAS PATINO's death. I know NICOLAS PATINO to be still alive, and have never been notified since the execution of the Power of Attorney that he has revoked said power. The affiant herein affirms, under penalty of perjury, that he is not using the power of attorney to self-deal in the Principals' property, or to otherwise benefit personally from this mortgage of the Principals' real property.

5. I am making this Affidavit pursuant to Code of Alabama 1975 Section 26-1-2(e).

6. I, MARTIN DAVID PATINO PENA, agree to indemnify and hold harmless Foster D. Key, Closing Attorney; and Dinero Financial, Inc., Lender, its successors and/or assigns,



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Shelby Cnty Judge of Probate, AL  
08/13/2024 08:08:42 AM FILED/CERT

from any loss, costs, damage and expense of every kind including attorney's fees, which it shall or may suffer resulting from a reliance of the Power of Attorney.

WITNESS my hand and seal this the 8th day of August, 2024.

Martin David Latino Perry  
AFFIANT and ATTORNEY-IN-FACT

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

Subscribed and sworn to before me on this the 8th day of August, 2024.

Alaine G. Love  
NOTARY PUBLIC  
MY COMMISSION EXPIRES

