

DURABLE POWER OF ATTORNEY



20250903000271130 1/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

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 Alabama 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.

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.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

1. **APPOINTMENT OF MY AGENT.** I, Mary Elizabeth Whitner (hereinafter referred to as "**Principal**"), hereby execute this Durable Power of Attorney appointing the following named individual as my "**Agent**" (also known as Attorney-in-Fact):

Name: Elizabeth Diane Whitner
Address: 75. Stone Dr
Wilsonville, Alabama 35186
Phone Number: 6592869194

2. **EFFECTIVENESS.** This shall be effective from when I sign it. The authority of my Agent, when effective, shall not terminate or be void or voidable if I am or become disabled or in the event of later uncertainty as to whether I am dead or alive.



20250903000271130 2/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

3. **AGENT AS FIDUCIARY.** I give my Agent the powers specified in this Durable Power of Attorney with the understanding that they will be exercised for my benefit, on my behalf, and solely in a fiduciary capacity.
4. **GENERAL AUTHORITY TO ACT.** I hereby grant my Agent, including any Successors or Co-Agents, the general authority to act on my behalf in the following subjects: **(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)**
- a. ☐ Real property
 - b. ☐ Tangible personal property
 - c. ☐ Stocks and bonds
 - d. ☐ Commodities and options
 - e. ☒ Banks and financial institutions
 - f. ☐ Operation of entity or business
 - g. ☒ Insurance and annuities
 - h. ☐ Estates, trusts, and other beneficial interests
 - i. ☐ Claims and litigation
 - j. ☐ Personal and family maintenance
 - k. ☐ Benefits from governmental programs and civil or military service
 - l. ☐ Retirement plans
 - m. ☐ Taxes
 - n. ☐ Gifts
 - o. ☐ **All Other Matters.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney and those powers listed in this instrument to which my initials are not affixed, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this Durable Power of Attorney, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.



20250903000271130 3/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

7. NOMINATION OF A GUARDIAN OR CONSERVATOR (OPTIONAL). If a Conservator or Guardian of my person or estate needs to be appointed for me by a court: (INITIAL)

a. / I nominate Elizabeth D Whitner. If this person is not willing, able, or reasonably available to act as Guardian or Conservator, I nominate Mary Denise Whitner as my second-choice Guardian or Conservator.

First Choice: Elizabeth D Whitner
Address: 75. Stone Dr
Wilsonville, Alabama 35186
Phone Number: 6592869194

Second Choice: Mary Denise Whitner
Address: 75. Stone Dr
Wilsonville, Alabama 35186
Phone Number: 2059429477

8. AMPLIFYING POWERS

a. Compensation

i. My Agent will be entitled to reasonable compensation for services rendered as Agent under this Durable Power of Attorney. Factors that should be considered in determining the amount of compensation are as follows:

A. The time expended by my Agent.

B. The value of the property over which my Agent exercises control and management.

C. The complexity of the transactions entered into by my Agent.

ii. My Agent may pay the compensation from my assets once each week, and must keep records of the services performed, the time spent in performing them, and the date and amount of each payment.

b. Reimbursement for Costs and Expenses. My Agent will be entitled to reimbursement from my property for expenditures properly made in performing the services conferred by me in this instrument. My Agent must keep records of any such expenditures and reimbursements.

c. Reliance by Third Parties. To induce third parties to rely on the provisions of this instrument, I, for myself and on behalf of my heirs, successors, and assigns, hereby waive any privilege that may attach to information requested by my Agent in the



20250903000271130 4/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

5. **SPECIFIC ACTS AUTHORIZED.** In addition to the general powers authorized above, I specifically authorize my Agent to perform the following acts: **(INITIAL ALL POWERS THAT APPLY)**

- a. ☒ Create or amend designations of rights of survivorship, including in financial accounts and real property.
- b. ☒ Create or amend designations of Beneficiaries.
- c. ☒ Delegate or otherwise authorize another person to exercise the powers delegated to the Agent under this instrument.
- d. ☐ Waive Principal's right to be a Beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- e. ☐ Exercise fiduciary powers validly delegated by Principal.
- f. ☐ Disclaim, refuse, or release an interest in property or a power of appointment.
- g. ☐ **Inter Vivos Trusts.** I give my Agent the power to take all actions that my Agent considers necessary or desirable with respect to trusts that exist when this power is executed or that are established thereafter, including the following powers: to establish trusts for the benefit of my spouse, partner, children, grandchildren, and parents; to contribute or transfer assets to any trust in which I have an interest; and to exercise any power I may have as an individual, other than as a trust beneficiary, such as borrowing trust assets, amending or revoking trust agreements, and voting shares of stock, but subject to the limitation that any trust I have created may be modified or revoked by my Agent only if expressly permitted by the trust instrument. This section must not be construed as limiting the authority of my Agent to exercise any power, with respect to trusts, that I may hold in a fiduciary capacity or as a trust beneficiary, to the extent that such authority is specifically given elsewhere in this instrument.
- h. ☐ **Pets.** I give my Agent the power to house, or arrange for the housing, support, and maintenance of any animals that I own or have custody of and to pay reasonable boarding, kenneling, and veterinary fees for such animals.
- i. ☐ **Funeral and Burial Arrangements.** I give my Agent the power to arrange for my funeral or other memorial service and for burial or cremation of my remains in accordance with all of my known wishes.
- j. ☐ **After-Acquired Property.** The powers granted to my Agent in this instrument are exercisable equally with respect to interests in property I own when this instrument is executed and after-acquired property interests, wherever the property is located, and whether or not the powers are exercised or the Durable Power of Attorney is executed in the same state.



20250903000271130 5/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

- k. **Gifts to Agent.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent may make gifts in amounts not to exceed the annual federal gift tax exclusion to him or herself but only if my Agent is in need of funds to meet the reasonable expenses of the following: support in accordance with my Agent's accustomed manner of living; medical, dental, hospital, and nursing services, and other costs relating to the health care of my Agent; and my Agent's education.
- l. **Nominating a Conservator.** If proceedings are initiated for the appointment of a Conservator of my person or my estate or both, I authorize my Agent to nominate whomever he or she believes is appropriate as Conservator of my person or my estate or both, including appointing him or herself. I authorize my Agent to waive the requirement of a bond for any person appointed, if he or she believes a waiver is appropriate.
- m. **General Authority.** Except for those actions that conflict with or are limited by another provision of this Durable Power of Attorney, I give my Agent the power to act as my alter ego with respect to all matters and affairs that are not included in the other provisions of this power, to the extent that a principal can act through an agent. This section does not authorize my Agent to make healthcare decisions.

In connection with the exercise of any of the powers described in the preceding sections, I give my Agent full authority, to the extent that a principal can act through an agent, to take all actions that he or she believes necessary, proper, or convenient, to the extent that I could take these actions myself, including, without limitation, the power to prepare, execute, and file documents and maintain records; to enter into contracts; to hire, discharge, and pay reasonable compensation to attorneys, accountants, expert witnesses, or other assistants; to engage in litigation regarding a claim in favor of or against me; and to execute, acknowledge, seal, and deliver any instrument.

- n. **Restrictions on Property Management Powers.** Notwithstanding any other provision in this Durable Power of Attorney, my Agent does not have any of the following powers related to property management: to use my property to discharge the legal obligations of my Agent, including but not limited to the support of the dependents of my Agent, except for those dependents to whom I also, along with my Agent, owe a duty of support; to exercise any incident of ownership over any insurance policy that I own and that insures the life of my Agent; or to exercise powers of a trustee under an irrevocable trust of which my Agent is the settler and of which I am a trustee.
- o. **Beneficial Use.** If my Agent is not my ancestor, descendant, or spouse, my Agent MAY use my property to Agent's own benefit and/or for supporting someone to whom Agent owes a support obligation.
6. **ADDITIONAL INSTRUCTIONS.** I further instruct my Agent as follows:
- a. Has permission over all financial and banking



20250903000271130 6/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

exercise of any of the powers described in this instrument. Moreover, on behalf of my heirs, successors, and assigns, I hereby agree to hold harmless any third party who acts in reliance on this power for damages or liability incurred as a result of that reliance.

- d. **Ratification.** I ratify and confirm all that my Agent does or causes to be done under the authority granted in this instrument. All contracts, promissory notes, checks, or other bills of exchange, drafts, other obligations, stock powers, instruments, and other documents signed, endorsed, drawn, accepted, made, executed, or delivered by my Agent will bind me, my estate, my heirs, successors, and assigns.
- e. **Exculpation of Agent.** My Agent will not be liable to me or any of my successors in interest for any action taken or not taken in good faith, but will be liable for any willful misconduct or gross negligence.
- f. **Revocation and Amendment.** I revoke any and all Durable Powers of Attorney that I have executed before executing this Durable Power of Attorney. I retain the right to revoke or amend this Durable Power of Attorney and to substitute other agents in place of my Agent. Amendments to this Durable Power of Attorney must be made in writing by me personally. They must be attached to the original of this document and, if the original is recorded, must be recorded in the same county or counties as the original, although failure to record any amendment will not alter its affect.
- g. **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. Except for any special instructions given herein to the agent to make gifts, the following shall apply:
 - i. 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 26 U.S.C. § 2041 and 26 U.S.C. § 2514 of the Internal Revenue Code of 1986, as amended; and
 - ii. 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.

9. GENERAL PROVISIONS

- a. **Signature of Agent.** My Agent must use the following form when signing on my behalf pursuant to this Durable Power of Attorney: "[Principal] by [Agent], his or her Agent."
- b. **Severability.** If any of the provisions of this instrument are found to be invalid for any reason, that invalidity will not affect any of the other provisions of this power, and all invalid provisions will be wholly disregarded.



20250903000271130 7/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

- c. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of laws rules.
- d. **Reliance on This Durable Power of Attorney.** Any person, including my Agent, may act in reliance upon the validity of this Durable Power of Attorney or a copy of it unless that person knows it has terminated or is no longer valid.

10. SPECIAL INSTRUCTIONS (OPTIONAL)

You may give any special instructions on the following lines:

- a. give permission to all Banking + Insurance
- b. _____
- c. _____
- d. _____

This Durable Power of Attorney is executed by me on 09/03/25, in Alabama.

Name: Mary Elizabeth Whitner

Signature: Mary Elizabeth Whitner

SSN or TIN: [REDACTED]

Address: 75. Stone Dr
Wilsonville, Alabama 35186

Phone Number: 2058429477

Prepared By: Elizabeth Deane Whitner
75 Stone Dr.
Wilsonville AL 35186

STATEMENT OF WITNESS



20250903000271130 8/8 \$43.00
Shelby Cnty Judge of Probate, AL
09/03/2025 03:45:13 PM FILED/CERT

I declare under penalty of perjury: 1) that the individual who signed or acknowledged this Durable Power of Attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence; 2) that the individual signed or acknowledged this Durable Power of Attorney in my presence; 3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence; and 4) that I am not a person appointed as Agent by this Durable Power of Attorney.

FIRST WITNESS

Name: Seth Horton

Signature: *Seth Horton* Dated: 09/03/2025

SECOND WITNESS

Name: Johnny Horton

Signature: *Johnny Horton* Dated: 09/03/2025