

THIS INSTRUMENT WAS PREPARED BY:
FOSTER D. KEY, ATTORNEY AT LAW
POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AFFIDAVIT & INDEMNITY AGREEMENT REGARDING
NON-REVOCAION OF POWER OF ATTORNEY**

BEFORE ME, the undersigned Notary Public, in and for the State of Alabama-at-Large, personally appeared JON WEHBY and CHRISTINA WEHBY MARXEN, who having been by me first duly sworn, deposed as follows:

1. Our names are JON WEHBY and CHRISTINA WEHBY MARXEN. We are over the age of twenty-one (21) years, and have personal knowledge of the facts stated herein.

2. On AUGUST 6, 2025, MARY CHRISTINE WEHBY appointed us as Agents under a Durable Power of Attorney which is being filed simultaneously herewith.

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

Lot 2055, according to the Survey of Lake Point Estates, 1st Addition, as recorded in Map Book 17 Page 14, 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, we had no actual knowledge of the termination of the power by revocation or of MARY CHRISTINE WEHBY's death. We know MARY CHRISTINE WEHBY to be still alive, and have never been notified since the execution of the Power of Attorney that she has revoked said power. The affiants herein affirm, under penalty of perjury, that they are not using the power of attorney to self-deal in the Principals' property, or to otherwise benefit personally from this sale of the Principals' real property.

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

6. We, JON WEHBY and CHRISTINA WEHBY MARXEN, agree to indemnify and hold harmless RealSource, LLC, the Title Company, Old Republic National Title Insurance Company, the Title Insurance Company Underwriter; Foster D. Key, Closing Attorney; and ACIPCO Federal Credit Union, Lender, its successors and/or assigns, from

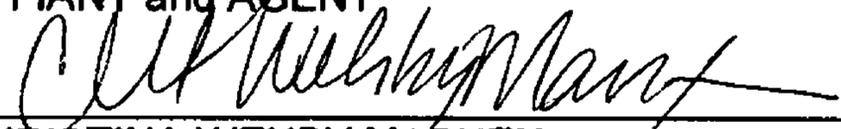
any loss, costs, damage and expense of every kind including attorney's fees, which it shall or may suffer resulting from a reliance of the Power of Attorney.

7. Mary Christine Wehby and Mary C. Wehby is one and the same person.

WITNESS our hands and seals this the 23RD day of FEBRUARY, 2026.



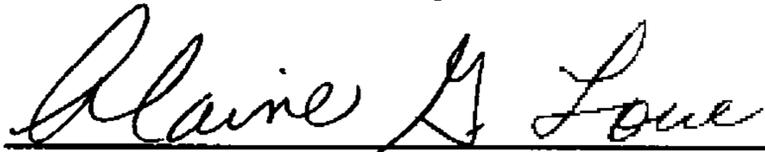
JON WEHBY
AFFIANT and AGENT



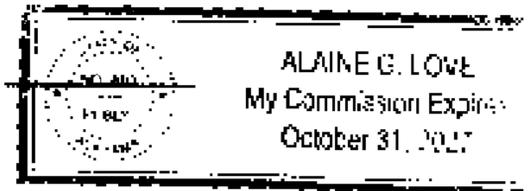
CHRISTINA WEHBY MARXEN
AFFIANT and AGENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

Subscribed and sworn to before me on this the 23RD day of FEBRUARY, 2026.



NOTARY PUBLIC
MY COMMISSION EXPIRES:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/25/2026 02:05:22 PM
\$25.00 BRITTANI
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