

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

EXPRESS AMERICA MORTGAGE CORPORATION
9080 East Via Linda Street
Scottsdale, Arizona 85258-5418

Inst # 1994-08519

03/16/1994-08519
12:27 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MJS 11.00

Ln. No. 6767807

MARSHALL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that THE FIRST COVENANT MORTGAGE CORPORATION, a
(corporation/partnership/sole proprietorship) with its principal offices at 2129 Bessemer Road, B'ham, AL 35208
("Principal"), does hereby make, constitute and appoint EXPRESS AMERICA MORTGAGE CORPORATION, an Arizona
corporation with offices at 9080 E. Via Linda Street, Scottsdale, AZ 85258 ("EXPRESS AMERICA"), for Principal's benefit and
in Principal's name, place and stead, Principal's true and lawful attorney-in-fact:

To execute, endorse, assign and deliver to EXPRESS AMERICA (1) the promissory note (hereinafter the
"Promissory Note") made payable to the order of Principal, relating to the property at
31 South Forty Road, Alabaster, Alabama 35007 (SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")
that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement
dated February 25, 1994 and the supplement to Loan Brokerage Agreement dated February 25, 1994
(collectively, the "Loan Brokerage Agreement") both of which are currently in effect between Principal and EXPRESS
AMERICA, (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under
all mortgages, deeds of trust, security agreements and other instruments evidencing, making or granting security for the
Promissory Note ("Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payee's
obligee's or mortgagee's interest in the loan evidenced by the Promissory Note ("Documents").

Principal hereby grants to EXPRESS AMERICA full authority to act in any manner both proper and necessary to
exercise the foregoing powers as fully as Principal might or could do and perform by itself. EXPRESS AMERICA agrees that
it shall exercise the power granted it hereunder only through an officer of EXPRESS AMERICA.

Principal and EXPRESS AMERICA hereby acknowledge and agree that EXPRESS AMERICA has an interest in the
subject matter of the power granted herein, in that the loan evidenced by the Promissory Note (and the related Mortgage Rights
and Documents) were, as contemplated by the Loan Brokerage Agreement, originated and closed in the name of Principal with
Principal being denominated the original payee on the Promissory Note and the original beneficiary or mortgagee on the deed
of trust or mortgage securing payment of the Promissory Note, and immediately upon and concurrently with the closing of the
loan, Principal and EXPRESS AMERICA do hereby agree that EXPRESS AMERICA is hereby vested irrevocably with the power
granted herein and that Principal does hereby forever renounce all right to revoke this Special Limited Irrevocable Power of
Attorney or any of the powers conferred upon EXPRESS AMERICA hereby or to appoint any other person to execute the said
power and Principal also renounces all right to do any of the acts which EXPRESS AMERICA is authorized to perform by this
power.

If prior to the exercise of the power hereby conferred upon EXPRESS AMERICA, Principal shall have become bankrupt,
dissolved, liquidated, disabled, incapacitated, or have died, and EXPRESS AMERICA shall have thereafter exercised such
power, Principal hereby declares any such acts performed by EXPRESS AMERICA pursuant to this power binding and effective
in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity or death of
Principal not have occurred.

Executed on February 25, 1994, at BIRMINGHAM, ALABAMA

PRINCIPAL: THE FIRST COVENANT MORTGAGE CORPORATION

By: [Signature]
CHARLES E. NEWBORN
Its: PRESIDENT

Corporation and Partnership

State of Alabama

ss:

State of ALABAMA County of JEFFERSON, I, THE UNDERSIGNED, a NOTARY PUBLIC
in and for said county in said state, hereby certify that CHARLES E. NEWBORN, whose name as PRESIDENT
of THE FIRST COVENANT *** a corporation/partnership, is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer/partner and
with full authority, executed the same voluntarily for and as the act of said corporation/partnership.

***MORTGAGE CORPORATION

Given under my hand this 25th day of February, A.D. 199 4.

By: Cynthia Diann Wood
CYNTHIA DIANN WOOD
Title: NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 22, 1997

LEGAL DESCRIPTION

EXHIBIT "A"

William D. Marshall and Christy S. Marshall
31 South Forty Road, Alabaster, Alabama 35007

Lot 31, according to the Survey of South Forty, as recorded in
Map Book 11 page 102 in the Probate Office of Shelby County,
Alabama; being situated in Shelby County, Alabama.

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