

# LIMITED IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Simmons Mortgage Corporation

a (corporation/partnership/sole proprietorship) with its principal offices at  
658 Ridge Top Circle  
Birmingham, Ala 35206

County of Jefferson and State of Alabama

("Principal") does hereby make, constitute and appoint Chase Manhattan Mortgage Corporation, a Delaware Corporation, headquartered at 4915 Independence Parkway, Tampa, Florida 33634-7540, County of Hillsborough, and State of Florida ("CMMC"), my true and lawful attorney-in-fact with power to act for and in my name and stead:

Execute, endorse, assign and deliver to CMMC (1) the promissory note (hereinafter the "Promissory Note") made payable to the order of Principal, (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"), each in connection with the following loan transaction:

Borrower Name(s): Matthew E McCroddan & Robin L McCroddan

Address of Property: Lot 6, Sector 7, Park Forest S/D Forrest Parkway

City, State, Zip Code: Alabaster, Ala 35007

Loan Number: 000709832

giving and granting unto said attorney-in-fact, through its authorized officers and employees, full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to exercise the foregoing powers as fully, to all intents and purposes, as Principal might or could do and perform by itself, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

Principal and CMMC hereby acknowledge and agree that CMMC has an interest in the subject matter of the power granted herein, and immediately upon and concurrently with the closing of the loan, CMMC is hereby vested irrevocably with the power granted herein and that Principal does hereby forever renounce all right to revoke this Limited Irrevocable Power of Attorney or any of the powers conferred 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 CMMC is authorized to perform by this power.

The power of attorney granted herein shall not be affected by any incapacity, dissolution, insolvency, liquidation, bankruptcy or death of the Principal.

Executed this 7<sup>th</sup> day of December, 1994

By: Carl Wayne Simmons

Its: Sole Proprietor

AFFIX CORPORATE SEAL

## Individual

STATE OF Alabama  
COUNTY OF Jefferson

I, Judson L. Fleming, a notary public in and for, and residing in the County and State aforesaid, so hereby certify that before me, personally appeared Carl Wayne Simmons, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

In witness whereof I hereunto set my hand and official seal.

Judson L. Fleming  
Notary Public

02/02/1995-03002  
02:02 PM CERTIFIED

WITNESS  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 8.50

(SEAL)

BT749(11/94)

Inst # 1995-03002