

**SEND TAX NOTICE TO:**

Norman A. Latona, Jr.  
133 Long Feather Lane  
Alabaster, Alabama 35007

**THIS INSTRUMENT PREPARED BY:**

Claude McCain Moncus, Esq.  
CORLEY, MONCUS & WARD, P.C.  
400 Shades Creek Parkway, #100  
Birmingham, Alabama 35209  
(205) 879-5959

**WARRANTY DEED AND LIMITED POWER OF ATTORNEY**

State of Alabama  
County of Shelby

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of  
One Hundred Forty Six Thousand and No/100 Dollars  
(\$ 146,000.00) to the undersigned Grantors in hand paid by the Grantees, whether  
one or more, herein, the receipt of which is hereby acknowledged, we, James W.  
Campbell and Anita V. Campbell, husband & wife, (herein referred to as Grantors) do  
grant, bargain, sell and convey unto  
Norman A. Latona, Jr. and wife, Shannon H. Latona (hereinreferred  
to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more  
than one, the following described real estate, situated in the State of Alabama, County  
of Shelby, to-wit:

Lot 42, according to the Survey of Apache Ridge, Sector 6, as recorded in  
Map Book 17, Page 145, in the Probate Office of Shelby County, Alabama.  
Situated in Shelby County, Alabama.;

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if  
any, of record.

\$ 116,800.00 of the purchase price recited above was paid from a mortgage loan  
closed simultaneously herewith.

**TO HAVE AND TO HOLD** unto the said Grantee(s), his/her/their heirs and assigns,  
forever; it being the intention of the parties to this conveyance, that if more than one  
Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint  
tenancy hereby created is severed or terminated during the joint lives of the Grantee(s)  
herein) in the event one Grantee herein survives the other, the entire interest in fee  
simple shall pass to the surviving Grantee and if one does not survive the other, then the  
heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant  
with said Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee  
simple of said premises; that they are free from all encumbrances, unless otherwise  
noted above; that we have a good right to sell and convey the same as aforesaid; that  
we will and my heirs, executors and administrators shall, warrant and defend the same  
to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims  
of all persons.

And we do by these presents make, constitute and appoint **PHH Real Estate  
Services Corp.** ("Agent") and/or its authorized and designated agents or representatives,  
as our true and lawful agent and attorney-in-fact to do and perform for us in our name,  
place and stead, and for our use and benefit, to execute a standard form lien waiver and  
any and all documents necessary for delivery of this deed and to complete the sale of  
the property herein described, including but not limited to the HUD-1 Settlement  
Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms

(Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 24<sup>th</sup> day of March, ~~1996~~  
1997


James W. Campbell (Seal)  
James W. Campbell

Anita V. Campbell (SEAL)  
Anita V. Campbell

State of ~~Alabama~~ Florida  
~~Shelby County~~ Seminole County

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that James W. Campbell and Anita V. Campbell, husband & wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 24 day of March, 1997.

(SEAL)  DONNA M. EDWARDS  
My Commission OC98271  
Expires Jul. 25, 1998  
Bonded by HAI  
800-422-1555

Donna M. Edwards  
Notary Public

My commission expires: July 25, 1998

**Instructions to Notary:** This form acknowledgement cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgement.

(PHH File #5342-84092)

st # 1998-05340

02/18/1998-05340  
10:47 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCB 42.00