

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:
EXPRESS AMERICA MORTGAGE CORPORATION
9060 East Via Linda Street
Scottsdale, Arizona 85258-5416

Inst # 1994-03512

02/02/1994-03512
01:32 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
DOE HCB 11.00

Ln. No. 6753879

MOORE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that FIRST COVENANT MORTGAGE CORPORATION, a
(corporation/partnership/sole proprietorship) with its principal offices at 1545 Bessemer Road, Birmingham, AL 35208
("Principal"), does hereby make, constitute and appoint EXPRESS AMERICA MORTGAGE CORPORATION, an Arizona
corporation with offices at 9060 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
295 Wilderness Lane, Alabaster, Alabama 35007 (SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION)
that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement
dated January 12, 1994 and the supplement to Loan Brokerage Agreement dated January 12, 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 January 12, 1994, at BIRMINGHAM, ALABAMA

PRINCIPAL: FIRST COVENANT MORTGAGE CORPORATION

By: 

CHARLES E. NEWBORN

Its: PRESIDENT

Corporation and Partnership

State of Alabama

ss:

State of ALABAMA

County of SHELBY

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 FIRST COVENANT MORTGAGE, 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.

CORPORATION

Given under my hand this 12 th day of January, A.D. 1994

By: 

CYNTHIA DIANN WOOD

Title: NOTARY PUBLIC

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY: MICHAEL J. ROMEO

ATTORNEY AT LAW

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900 CITY FEDERAL BUILDING

BIRMINGHAM, ALABAMA 35203

MY COMMISSION EXPIRES JULY 22, 1997

SCHEDULE A, CONTINUED
LEGAL DESCRIPTION

Commence at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama; thence run Northerly along the West line of said 1/4-1/4 a distance of 649.09 feet to a point; thence turn an angle of 91 degrees 42 minutes 47 seconds to the right and run Easterly a distance of 426.74 feet to the point of beginning of the property herein described; thence continue along last described course a distance of 260.36 feet to a point; thence turn an angle of 80 degrees 11 minutes 29 seconds to the left and run Northeasterly a distance of 161.28 feet to a point; thence turn an angle of 99 degrees 48 minutes 31 seconds to the left and run Westerly a distance of 287.84 feet to a point; thence turn an angle of 90 degrees 00 minutes left and run Southerly a distance of 138.92 feet to the point of beginning; being situated in Shelby County, Alabama.

There is attendant to this property an access easement for the purpose of ingress and egress the centerline of which is herewith described. Access easement is 15 feet in width and the centerline is described as follows:

Commence at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 15, Township 21 South, Range 3 West, Shelby County, Alabama; thence run Northerly along the West line of said 1/4-1/4 649.09 feet to a point; thence turn an angle of 91 degrees 42 minutes 47 seconds to the right and run Easterly a distance of 687.10 feet to a point; thence turn an angle of 80 degrees 11 minutes 29 seconds left and run Northeasterly a distance of 161.28 feet to a point; thence turn an angle of 99 degrees 48 minutes 31 seconds to the left and run Westerly a distance of 7.61 feet to the point of beginning of the easement being described; thence turn an angle of 99 degrees 48 minutes 31 seconds to the right and run 131.31 feet to a point; thence turn an angle of 18 degrees 55 minutes 50 seconds to the left and run 92.70 feet to a point; thence turn an angle of 57 degrees 22 minutes to the right and run 35.12 feet to the end of easement with its intersection with the public road.

SCHEDULE A, PAGE 2, COMMITMENT NO. SS-94-916

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STEWART TITLE
GUARANTY COMPANY