

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

EXPRESS AMERICA MORTGAGE CORPORATION  
9060 East Via Linda Street  
Scottsdale, Arizona 85258-5418

Inst # 1994-03517

02/02/1994-03517  
01:32 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 KCD 11.00

Ln. No. 6748318  
ms Kee

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 35114  
("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  
103 Mountain Parkway, Maylene, AL 35114 (See 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 01/26, 199 94 and the supplement to Loan Brokerage Agreement dated 01/26, 199 94  
(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 1/26, 199 94, at Birmingham, AL

PRINCIPAL: First Covenant Mortgage Corporation  
By: [Signature]  
Its: President

**Corporation and Partnership**

State of Alabama ss:

State of Alabama County of Jefferson, I, Michael J. Romeo, a Notary Public  
in and for said county in said state, hereby certify that Charles E. Newborne, whose name as President  
of First Covenant Mortgage Corp, 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.

Given under my hand this 26th day of January, A.D. 199 4

By: [Signature]

Title: Notary Public

Comm Exp. 9/24/96

EXHIBIT "A"

Lot 44, according to the survey of Woodland Hills - First Phase - Fifth Sector, as recorded in Map Book 7, Page 152, in the Probate Office of Shelby County, Alabama.

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