

WHEN RECORDED MAIL TO:
Express America Mortgage Corporation
Document Control
P.O. Box 60610
Phoenix, Arizona 85082-0610

Inst # 1994-06817

03/02/1994-06817
12:36 PM CERTIFIED
JULY COUNTY JUDGE OF PROBATE
PAGE 2 AND ABOVE THIS LINE FOR RECORDER'S USE

Ln. No. 6767412

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

National Bank of Commerce of Birmingham,
Know that a national banking association, a (corporation/partnership/sole proprietorship) with
its principal offices at 1927 First Avenue North, Birmingham, AL 35203
Suite 100

("Principal"), does hereby make, constitute and appoint EXPRESS AMERICA MORTGAGE CORPORATION, an Arizona
corporation with offices at 9060 E. Via Linda Street, Scottsdale, Arizona 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 3005 Dundee Lane, Birmingham, AL 35242
that is now or is hereafter in the possession of
Express America as contemplated by the Loan Brokerage Agreement dated May 12, 1993 and the supplement to Loan
Brokerage Agreement dated May 12, 1993 (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 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: National Bank of Commerce of Birmingham, a national
banking Association

By: 

Print Name: Steven D. Fleming

Title: Vice-President

Alabama

Individual

State of _____
County of _____ ss:

I, _____ (name and style of officer), hereby certify that
_____, whose name 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 executed the same
voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, A.D. 19____

By: _____

Its: _____

Corporations and Partnership

State of Alabama
County of Jefferson ss:

State of Alabama County of Jefferson I, Sharon S. Lyons
a notary public in and for said county in said state, hereby certify that Steven D. Fleming
whose name as Vice President of National Bank of Commerce, 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 25 day of February, A.D. 1994

By: Sharon S. Lyons 7/29/96

Its: Notary Public

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SHELBY COUNTY JUDGE OF PROBATE
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