

LIMITED IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, ESTATE MORTGAGE COMP., INC. a (corporation/~~partnership/sole proprietorship~~) with its principal offices at 3100 LORNA ROAD, BIRMINGHAM, ALABAMA 35216 County of JEFFERSON and State of ALABAMA ("Principal") does hereby make, constitute and appoint American Residential Mortgage Corporation of the City of ATLANTA, County of DEKALB and State of GEORGIA ("AmRes"), my true and lawful attorney-in-fact with power to act for and in my name and stead to:

Execute, endorse, assign and deliver to AmRes (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): JOHN A. & ANN H. JOHNSON
Address of Property: 3185 BRADFORD PLACE
City, State, Zip Code: BIRMINGHAM, ALA. 35242
Loan Number: #940-369408

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 AmRes hereby acknowledge and agree that AmRes has an interest in the subject matter of the power granted herein, and immediately upon and concurrently with the closing of the loan, AmRes 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 AmRes 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 20 day of MAY, 1994

By: MICHAEL W. PROSCH
Its: PRESIDENT

Inst # 1994-18221
06/07/1994-18221
08:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 WED 8.50

Corporation

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, KENNETH M. DAVIS, a notary public in and for, and residing in the County and State aforesaid, do hereby certify that on this 20th day of MAY, 1994, before me, personally appeared MICHAEL W. PROSCH, who acknowledged himself to be PRESIDENT of ESTATE MORTGAGE COMP., INC., a corporation incorporated under the laws of the state of ALABAMA, being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as MICHAEL W. PROSCH.

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

Kenneth M. Davis
Notary Public

MY COMMISSION EXPIRES JUNE 22, 1996

(SEAL)