

RECORDING REQUESTED BY

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

Inst # 1994-22731

07/19/1994-22731  
12:28 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

Ln. No. 6782439  
Harlow

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Know that The First Covenant Mortgage Corporation \*\*, a  
(corporation/partnership/sole proprietorship) with its principal offices at 2129 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  
375 McBrayer Drive, Vincent Alabama 35178 (SEE ATTACHED FOR LEGAL DESCRIPTION)  
that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement  
dated 8-6, 19993 and the supplement to Loan Brokerage Agreement dated 8-6, 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 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 May 25th, 1994, at Birmingham, Alabama.

PRINCIPAL: The First Covenant Mortgage Corporation

By: [Signature]

Its: President

#### Corporation and Partnership

State of Alabama ss:

State of Alabama County of Jefferson, 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 The First Covenant \*, 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.

\* Mortgage Corporation  
Given under my hand this 25th day of May, A.D. 19994.

By: [Signature]

Title: Notary Public

Comm Exp 9/29/96

EXHIBIT "A"

Lot 3, according to subdivision of Vicent Estates, as recorded in Map Book 8, page 144, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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