

STATE OF ALABAMA

JEFFERSON COUNTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That we, JOSEPH N. CASSESE and JENNA K. CASSESE residing at 1104 Greymoor Road, Birmingham, Alabama 35242 hereby make, constitute and appoint L. L. LEVIN as our true and lawful attorney, to act in and conduct for us, in our names, places and steads, to do and execute the following acts, deeds and things on the 20th day of September, 1994.

(a) To sell, exchange and dispose of the real estate which is located at 3593 Shandwick Place, Birmingham, Alabama 35242, which is more particularly described as follows:

Lot 49, according to the survey of Greystone, 1st Sector, Phase II, as recorded in Map Book 15, Pages 58, 59, 60 and 61, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

to DAVID G. KENNEDY and MELISSA R. KENNEDY for \$525,000.00, and aforesaid purchaser will execute a mortgage loan to MortgageAmerica, Inc. and to execute any contract, conveyances, or other instruments whatsoever, with full covenants of warranty;

(b) To demand, recover, and receive, all and any sums of money, debts or effect, due, payable, coming or becoming due on account of such sale of the hereinabove described real property;

(c) To generally do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds, other conveyances, mortgages, leases and to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, or any other matter or thing appertaining to the sale of said hereinabove described real property, with the same full powers, and to all intents and purposes, with the same validity as we could, if personally present (giving and granting unto our said attorney, full power to substitute one or more attorneys under him, and the same at his pleasure to revoke); and hereby ratifying and confirming whatsoever our said attorney shall and may do, by virtue hereto;

(d) The powers herein granted to our said Attorney-in-Fact shall be exercisable by him on the 30th day of September, 1994 and shall remain in effect for six (6) months after the closing and disbursement of mortgage loan executed by the purchaser hereinabove to facilitate the execution of any further documentation which may be required in regard to the mortgage loan;

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY OUR DISABILITY, INCOMPETENCY OR INCAPACITY AND MAY BE EXERCISED NOTWITHSTANDING ANY SUCH DISABILITY, INCOMPETENCY OR INCAPACITY AND NOTWITHSTANDING ANY UNCERTAINTY AS TO WHETHER WE ARE DEAD OR ALIVE.

Inst # 1994-30627

10/07/1994-30627
11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1994-30627

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 28th day of September, 1994.


JOSEPH N. CASSESE


JENNA K. CASSESE

STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned, A Notary Public in and for said County, in said State, hereby certify that JOSEPH N. CASSESE and JENNA K. CASSESE whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of September, 1994.


NOTARY PUBLIC

Affix Notarial Seal

My commission expires:

THIS INSTRUMENT WAS PREPARED BY:
David F. Ovson, Attorney at Law
728 Shades Creek Parkway, Suite 120
Birmingham, Alabama 35209

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