



CHASE

Inst # 1994-37618

12/29/1994-37618  
09:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 11.00

# LIMITED IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned,

ESTATE MORTGAGE COMPANY, INC.

a (corporation/~~partnership~~) with its principal offices at  
3100 Lorna Road

Birmingham, Ala. 35216

County of ~~Jefferson~~ and State of Alabama

("Principal") does hereby make, constitute and appoint Chase Manhattan Mortgage Corporation, a Delaware Corporation, headquartered at 4915 Independence Parkway, Tampa, Florida 33634-7540, County of Hillsborough, and State of Florida ("CMMC"), my true and lawful attorney-in-fact with power to act for and in my name and stead:

Execute, endorse, assign and deliver to CMMC (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): Jessie F. Ross, Jr. & Deborah B. Ross

Address of Property: 1806 Chandamont Circle

City, State, Zip Code: Pelham, Alabama 35124

Loan Number: #000726192

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 CMMC hereby acknowledge and agree that CMMC has an interest in the subject matter of the power granted herein, and immediately upon and concurrently with the closing of the loan, CMMC 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 CMMC 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 6 day of December 1994

WITNESS

ST74911/84

By: Michael W. Prosch

Its: President

AFFIX CORPORATE SEAL

Corporation

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, THE UNDERSIGNED

residing in the County and State aforesaid, do hereby certify that on this 6<sup>TH</sup> day of DECEMBER, 1994, before me, personally appeared MICHAEL W. PROSCH

who acknowledged himself to be PRESIDENT

of ESTATE MORTGAGE CO., 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 PRESIDENT, being informed of the contents signed voluntarily.

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

Notary Public

MY COMMISSION EXPIRES JUNE 22, 1996

WITNESS

## LIMITED IRREVOCABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, ESTATE MORTGAGE COMP., INC., a (corporation/~~partnership~~) 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): Jessie F. Ross, Jr & Deborah B. Ross  
Address of Property: 1806 Chandamont Circle  
City, State, Zip Code: Pelham, Ala. 35124  
Loan Number: #000726192

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 30 day of November, 1994

  
By: MICHAEL W. PROSCH  
Its: PRESIDENT  
Inst # 1994-37618

12/29/1994-37618  
09:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SMA 11.00

Corporation

STATE OF ALABAMA

COUNTY OF JEFFERSON

Brenda C. Walker a notary public in and for, and residing in the County and State aforesaid, do hereby certify that on this 30th day of Nov., 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, being informed of the contents signed voluntarily.

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

  
Notary Public

(SEAL)

NOTARY PUBLIC COMMISSION EXPIRES JULY 19, 1998