

a Notary Public in and for the State and Parish aforesaid, and in the presence of the undersigned witnesses, personally, came and appeared:

John S. Breckenridge

hereinafter referred to as Appraiser, who declared that he does hereby name, authorize and appoint: Rita P. Breckenridge

to be his true and lawful agent and attorney in fact and to act for him and in his name, place and stead to purchase for and on his behalf from Richard and Sandra Parker, for the price of \$160,000.00

Dollars, cash, the following described property:

Lot 31A, according to a resurvey of Lot 31, Block 1, of Kirkwall a subdivision of Inverness as recorded in Map book 7, page 148, in probate office of Shelby County, AL

Appraiser also authorized said agent to make a loan on his behalf from Hibernia National Bank in the amount of \$128,000.00 Dollars to finance the purchase of the aforesaid property bearing interest at a rate not to exceed 8.375 percent per annum from date until paid and payable in 360 monthly installments of not more than \$972.89 Principal and Interest Dollars each; plus, all applicable escrows commencing the first day of the June month after the date of closing, and to mortgage the above described property as security thereof.

In furtherance thereof, said agent is further authorized, empowered and instructed to appear before a Notary Public and execute a Cash Sale for the price and on the terms hereinabove set forth and on such other terms and conditions as said agent may, in his absolute discretion, deem proper and advisable; to execute a note on behalf of the Appraiser in solidio with any other parties in the amount of the aforesaid loan bearing interest at the rate hereinabove provided, payable to Hibernia National Bank as hereinabove set forth and containing such other terms and provisions, including but not limited to an acceleration clause and a stipulation for attorney's fees in the event of default, and a provision for prepayment penalties and late charges which the lender may require and he, in his absolute discretion, may deem proper and advisable; and to appear before a Notary Public and execute an Act of Mortgage affecting the above described property as security for the aforesaid note containing a confession of judgement, waiver of the three-day demand to pay, a waiver of homestead, the usual security clauses and such other terms, conditions and provisions as the mortgagee may require and said agent may, in his absolute discretion deem proper and advisable and further

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providing for the payment and escrowing of such sums for taxes and insurance as may be required by the mortgagee.

Appearer further authorizes his agent to receive and receipt for the proceeds of the loan, to pay all fees, expenses and charges made in connection therewith and to sign all other documents on his behalf that may be required by mortgagee in connection therewith including but not limited to a truth in lending statement, closing and/or disclosure statement and other affidavits and forms required by the mortgagee.

Appearer declares that it is his intention that the authority granted to said agent be without limit or reservation except as herein specified and that all acts and things done by said agent in furtherance hereof be and they are hereby ratified and shall be binding upon the Appearer to the same extent as if he were personally present and acting for himself.

As used herein, the singular shall include the plural and the masculine, the feminine.

THUS DONE AND PASSED at my office at _____
on the date first above written in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the Appearer and me, Notary.

WITNESSES:

Louise H. Larsen

April 28, 1995



NOTARY PUBLIC

THIS IS TO SERVE AS AN ORIGINAL COPY AND ORIGINAL SIGNATURES.....

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