

SEND TAX NOTICE TO:

Marilyn S. Beil
3909 Cannock Drive
Birmingham, Alabama 35244

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
2100 SouthBridge Parkway, #650
Birmingham, Alabama 35209
(205) 879-5959

**FOR USE BY PHH REAL ESTATE'S
"EASE" CLIENTS**

Inst # 1995-34537

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of
THREE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED AND NO/100-----
(\$ 316,500.00) to the undersigned Grantors in hand paid by the Grantees, whether
one or more, herein, the receipt of which is hereby acknowledged, we, Arthur T. Smith
and Lynda M. Smith, husband & wife, (herein referred to as Grantors) do grant, bargain,
sell and convey unto Marilyn S. Beil, a married woman
(herein referred to as Grantees) as individual owner or as joint tenants, with right of
survivorship, if more than one, the following described real estate, situated in the State
of Alabama, County of Shelby, to-wit:

Lot 172, according to the Survey of Brook Highland, an Eddleman
Community, 6th Sector, 1st Phase, as recorded in Map Book 14, Page 83
A & B, as recorded in the Probate Office of Shelby County, Alabama;

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if
any, of record.

\$ - 0 - of the purchase price recited above was paid from a mortgage loan
closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns,
forever; it being the intention of the parties to this conveyance, that if more than one
Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint
tenancy hereby created is severed or terminated during the joint lives of the Grantee(s)
herein) in the event one Grantee herein survives the other, the entire interest in fee
simple shall pass to the surviving Grantee and if one does not survive the other, then the
heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant
with said Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee
simple of said premises; that they are free from all encumbrances, unless otherwise
noted above; that we have a good right to sell and convey the same as aforesaid; that
we will and my heirs, executors and administrators shall, warrant and defend the same
to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims
of all persons.

And we do by these presents make, constitute and appoint **PHH Real Estate
Services Corp.** ("Agent") and/or its authorized and designated agents or representatives,
as our true and lawful agent and attorney-in-fact to do and perform for us in our name,
place and stead, and for our use and benefit, to request pay-off statements from our
present mortgage holders, if any, and to close any open-ended (equity line) mortgages,
if any, to execute a standard form lien waiver and any and all documents necessary for
delivery of this deed and to complete the sale of the property herein described, including

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162404/1995-34537
162404 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 327.50

but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 6th day of October, 1995.

Arthur T. Smith (Seal)
Arthur T. Smith

Lynda M. Smith (SEAL)
Lynda M. Smith

State of Alabama
County of Shelby

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Arthur T. Smith and Lynda M. Smith, husband & wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 6th day of October, 1995.

Donna Mae Jones
Notary Public

(SEAL)

My commission expires: MY COMMISSION EXPIRES FEB. 26, 1996

Instructions to Notary: This form acknowledgement cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgement.

(PHH File #8342-83407)

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12/04/1995-34537
10:40 AM CERTIFIED
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