

SEND TAX NOTICE TO:

Christopher P. Cerniglia
436 Chase Plantation Parkway
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 HOMEQUITY'S
"EASE" CLIENTS**

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS***** (\$ 115,000.00**) to the undersigned Grantor in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, I, Mary T. Brooks, an unmarried person, (herein referred to as Grantor) do grant, bargain, sell and convey unto Christopher P. Cerniglia, an unmarried person (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 36, except the southerly 2 feet thereof, and the southerly 2 feet of Lot 37, according to the Survey of Chase Plantation, 4th Sector, as recorded in Map Book 9, Page 156, in the Probate Office of Shelby County, Alabama;

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record, and Ad Valorem taxes for the year 1996, which said taxes are not due and payable until October 1, 1996.

\$100,000.00 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 I do for myself and for my heirs, executors, and administrators covenant with said Grantee(s), his/her/their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I 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 I do by these presents make, constitute and appoint PHH Real Estate Services Corp. ("Agent") and/or its authorized and designated agents or representatives, as my true and lawful agent and attorney-in-fact to do and perform for us in my name, place and stead, and for my use and benefit, to request pay-off statements from my 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

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 27.00

Inst # 1996-10505

delivery of this deed and to complete the sale of the property herein described, including 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. I further give and grant unto my 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 I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my 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, I have hereunto set my hand and seal, this 5th day of February, 1996. 1996.

Mary T. Brooks (Seal)
Mary T. Brooks

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Mary T. Brooks, an unmarried person, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date.

Given under my hand this the 5th day of February, 1996.

Dee C. Hunt
Notary Public

(SEAL)

My commission expires: 8/6/96

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 #6342-63823)

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