

LIMITED POWER OF ATTORNEY

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that I, **Cynthia B. Land** as principal ("Principal"), a resident of the State of Michigan, have made, constituted and appointed and by these presents do make, constitute and appoint **James T. Carr** as my true and lawful agent or attorney in fact ("Agent") to do and perform each and every act, deed, matter and thing whatsoever in and about the acquisition and financing of a residence located at 5025 Aberdeen Way, Birmingham, Alabama (the "Residence") as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, including, without limiting the generality of the foregoing, the following specifically enumerated powers which are granted in aid and exemplification of the specific power herein granted and not in limitation or definition thereof:

1. To execute any and all financing documents necessary to receive and evidence a \$369,200.00 thirty-year fully amortizing adjustable rate loan, providing for an initial interest rate of 7.375% per annum, fixed for the first five years of the loan and thereafter to adjust annually according to the ARM disclosure heretofore provided by Lender, but not to exceed 2% in any year with a maximum increase of 6% over the life of the loan (the "Loan"). The Loan is to be made by BancMortgage Financial Services Corporation (the "Lender"), and is to be secured by a first mortgage on the Residence, the legal description of which is more particularly described on Exhibit A hereto. Among other things, financing documents shall include, but not be limited to, a truth-in-lending statement, note, mortgage, FNMA 1009 Affidavit and miscellaneous certificates required by Lender.

2. To execute any and all HUD-1 Settlement Statements, affidavits or other documents necessary to acquire the Residence for a purchase price of \$461,500.00.

All conveyances, papers, instruments, documents or writings executed in my name and behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to such Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefor, and of the form and contents thereof, and that Agent deems the execution thereof in my behalf necessary or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transactions so entered into by Agent and shall be under no duty or obligation to see to or examine into the disposition thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses

incurred and paid by Agent on my behalf pursuant to any provisions of this Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.

This Power of Attorney shall not be affected by disability, incompetency or incapacity of Principal.

Principal may revoke this Power of Attorney at any time by written instrument delivered to Agent. The guardian of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF I have executed this Power of Attorney in three counterparts, and I have directed that photostatic copies of this Power be made, which shall have the same force and effect as an original.

Executed this the 24 day of May, 1997.

Cynthia B. Land
Cynthia B. Land
PRINCIPAL

STATE OF Michigan)
COUNTY OF Genesee)

I, a Notary Public in and for said State and County hereby certify that Cynthia B. Land, whose name is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 24 day of May, 1997.

[Signature]
Notary Public

My commission expires:

3/24/2002

This instrument prepared by:
Robert R. Sexton
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

EXHIBIT "A"

Lot 8, according to the Survey of Greystone, 7th Sector, Phase I, as recorded in Map Book 18, page 120 A, B, & C, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11-06-90, and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama and all Amendments thereto.

Inst # 1997-16940

06/02/1997-16940
10:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SKA 13.50