

SEND TAX NOTICE TO:

MICHAEL FINK
153 SOUTHVIEW DRIVE
BIRMINGHAM, ALABAMA 35244
58-13-3-05-0-001-007-013

THIS INSTRUMENT PREPARED BY:
Gene W. Gray, Jr.
GENE W. GRAY, JR., P.C.
2100 SouthBridge Parkway, #638
Birmingham, Alabama 35209
(205)879-3400

03/25/1998-10361
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCB 51.50

Inst # 1998-10361

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of TWO HUNDRED SIXTY FIVE THOUSAND AND NO/100***** (\$265,000.00****) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, STEPHEN NALEY AND SPOUSE DARCY L. WELLS, (herein referred to as Grantors) do grant, bargain, sell and convey unto MICHAEL FINK AND SPOUSE, GABRIELLE FINK (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 13, ACCORDING TO THE SURVEY OF SOUTHPOINTE, 9TH SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 16 PAGE 81 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Subject to:

- Advalorem taxes for the year 1998 which are a lien, but not due and payable until October 01, 1998.
- Mineral and mining rights not owned by Grantor.
- Building setback lines and easements as shown by plat.
- Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #1992-15653.
- Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 139, page 429.
- Easement(s) to South Central Bell as shown by instrument recorded in Real 188 page 843.
- Restrictions, covenants and conditions as set out in Map Book 16 page 81.
- Encroachment of driveway off of the land as shown on survey by J. Albert Hill dated July 16, 1995 and agreement in regard thereto as set out by Inst. #1995-22994.
- Covenant for storm water runoff control as set out in Inst.#1993-15687.

\$ 227,150.00 of the consideration was paid from the proceeds of 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 that same as aforesaid; that we will and my heirs, executors and administrators shall, warranty 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 CENDANT MOBILITY 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 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 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 don by virtue hereof. This power of Attorney shall not 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 ____ day of _____, 199__.

Stephen Naley
STEPHEN NALEY
Darcy L. Wells
DARCY L. WELLS

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STEPHEN NALEY 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 conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of March, 1998.

Mildred S. Statum
Notary Public
Print Name: MILDRED STATUM
Commission Expires: 9/8/98
MUST AFFIX SEAL

(SEAL)

Instructions to Notary: This form acknowledgment 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 acknowledgment.

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DARCY L. WELLS 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 conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of March 1998.

Mildred S Tatum
Notary Public
Print Name: MILDRED S TATUM
Commission Expires: 9/8/98
MUST AFFIX SEAL

(SEAL)

Instructions to Notary: This form acknowledgment 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 acknowledgment.

Inst # 1998-10361

03/25/1998-10361
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 REC 51.50