

SEND TAX NOTICE TO:

CESAR E. MUNOZ
1104 LAKE POINT COURT
BIRMINGHAM, ALABAMA 35244
#58-11-7-35-0-001-012.027

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

Inst # 1998-12845
04/10/1998-12845
09:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCB 63.50

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 FORTY EIGHT THOUSAND AND NO/100***** (\$248,000.00*****) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, MARK A. BECKWITH AND SPOUSE, LAURA C. BECKWITH, (herein referred to as Grantors) do grant, bargain, sell and convey unto CESAR E. MUNOZ AND SPOUSE, GUENDALINA RAVELLO MUNOZ (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 JEFFERSON, to wit:

LOT 2024, ACCORDING TO THE SURVEY OF LAKE POINTE ESTATES, 1ST ADDITION, AS RECORDED IN MAP BOOK 17 PAGE 14 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The property conveyed herein is subject to the exceptions as described on Exhibit "A", attached hereto and made a part hereof for all purposes.

\$ 198,400.00 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 H F S MOBILITY SERVICES, INC. ("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

Inst # 1998-12845

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 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 13th day of March, 1998.

x Mark A. Beckwith
MARK A. BECKWITH

x Laura C. Beckwith
LAURA C. BECKWITH

STATE OF CT
COUNTY OF Hartford

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARK A. BECKWITH 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 13th day of March, 1998.

Karen C. Webb
Notary Public
Print Name: Karen C. Webb
Commission Expires: 1-31-2001
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 CT
COUNTY OF Hartford

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LAURA C. BECKWITH 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 13th day of March, 1998.

Karen C. Webb
Notary Public
Print Name: Karen C. Webb
Commission Expires: 1-31-2001
MUST AFFIX SEAL

(SEAL)

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EXHIBIT "A":

General and special taxes or assessments for 1998 and subsequent years not yet due and payable.

Building setback line of 25 feet reserved from Lake Point Drive as shown by plat.

Easements as shown by recorded plat, including 10 feet on the Southeasterly and Northerly sides of lot.

Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential) recorded in Misc. Book 14 beginning at page 536, as amended in Misc. Book 17, beginning at page 550, amended by Inst. #1993-7626 and Map Book 17 page 14 and Notice of Compliance Certificate, recorded in Misc. Book 34 page 549 in Probate Office.

Right(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Deed Book 311 page 801 in Probate Office.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 127 page 140 in Probate Office..

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1993-7626 in the Probate Office.

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