

SEND TAX NOTICE TO:

Melissa French
132 King James Court
Alabaster, Alabama 3500

INSTRUMENT PREPARED BY:

McCain Moncus, Esq.
MONCUS & WARD, P.C.
One Creek Holloway, #100
Birmingham, Alabama 35209
(205) 879-5959

Inst # 2000-14340
05/02/2000-14340
0:36 AM CERTIFIED
PARK COUNTY MTC OF PARK
38 SEC 38 SEC

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
Three Thousand Four Hundred Dollars and no/100 ----- (\$ 103,400.00) to
the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt
of which is hereby acknowledged, we, Bradley P. Poeth, and wife Pamela B. Poeth (herein
referred to as Grantors) do grant, bargain, sell and convey unto

referred to as Grantors) to grant, bargain, sell and convey unto Melissa French, a single 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 29, according to the Survey of Spring Gate, Sector One, Phase Two, as recorded in Map Book 18, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

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

\$ 102,505.00 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 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 Cendant 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 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 21 day of March, 2000.



(SEAL)

Bradley B. Poeth

Pamela B. Poeth

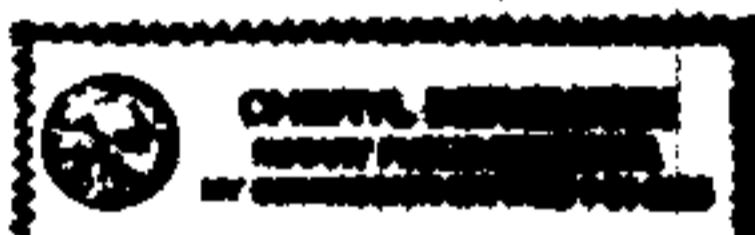


(SEAL)

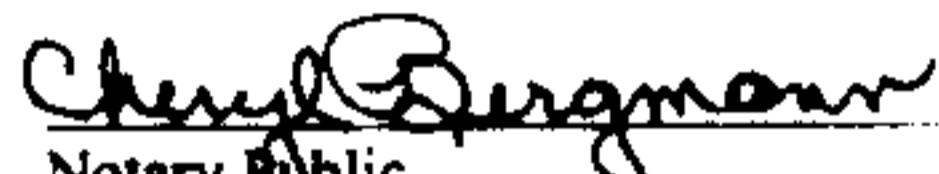
State of Alabama
Shelby County

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Bradley B. Poeth and Pamela B. Poeth, 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 21 day of March, 2000.



(SEAL)



Cheryl Bergman

Notary Public

My commission expires: 1/31/2005

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.

(Contract File #1004730)

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10:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

13.00

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