

**CORRECTION AGREEMENT
LIMITED POWER OF ATTORNEY**

Loan Number: 5355212

Lender: Old Kent Mortgage Company

Seller(s): The Narrows, Inc.

Borrower(s): BRIAN SCOTT SPENCE

Security Property: 625 NARROWS POINT WAY, BIRMINGHAM, AL 35242

Legal Description: Lot 21, according to the survey of Narrows Point Sector as recorded in Map Book 26 at pages 81A & B in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, AL.

Together with non-exclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded in Inst. #2000-09755 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The undersigned Seller(s) and Borrower(s), for and in consideration of Lender having granted a real estate mortgage loan secured by the Security Property and causing funds to be disbursed for the closing of the Security Property, hereby agree, if requested by Lender, its successors or assigns, or someone acting on behalf of Lender, to fully cooperate and adjust for typographical or clerical errors in any loan closing or other documents executed at settlement.

If Borrower(s) fails or refuses to execute, acknowledge, initial and deliver at the discretion of Lender, corrected or replacement documents more than ten (10) days after having been requested to do so by Lender, and understanding that Lender is relying on these representations, Borrower(s) agrees that such failure shall constitute a default under the note and security instrument, and that Borrower(s) shall be liable for any and all loss or damage which Lender reasonably sustains thereby, including but not limited to all reasonable attorneys' fees and costs incurred by Lender.

The undersigned Seller(s) and Borrower(s) hereby appoint Lender, its successors and assigns, as their attorney-in-fact to correct any such errors in notes, security instruments, deeds, settlement statements, addenda, attachments, affidavits or any other documents required by Lender to complete the loan transaction, and agree, should the attorney-in-fact deem it proper or necessary, to sign or initial such changes made by the attorney-in-fact. Lender may exercise this power of attorney in its sole discretion. No changes in documents shall be made by the attorney-in-fact that substantially alter the intended terms and conditions of the loan transaction, or change the general meaning thereof. In the event this procedure is utilized, the affected Seller(s) and/or Borrower(s) shall be furnished a copy of the corrected document(s) after the fact.

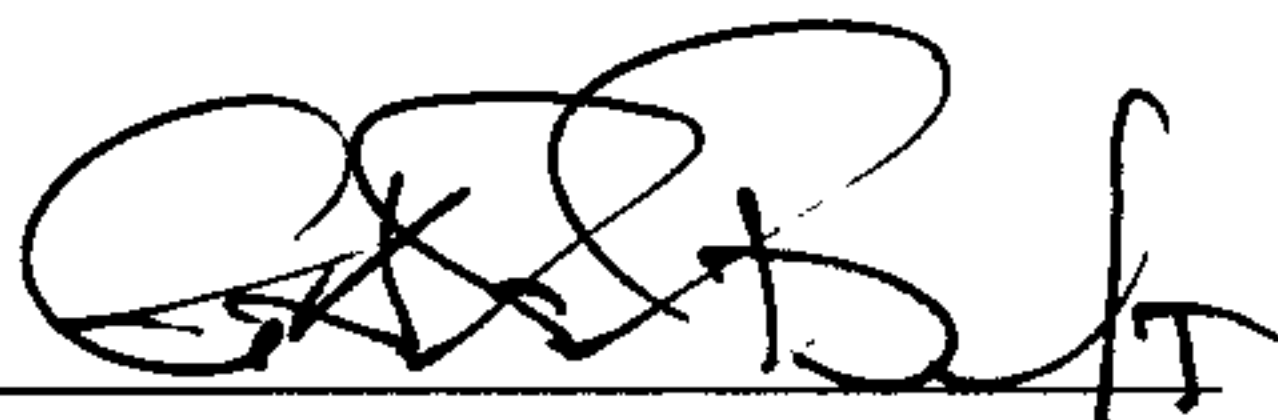
This Agreement shall survive the closing of the loan, and inure to the benefit of Lender's successors and assigns and be binding upon the heirs, devisees personal representatives, successors and assigns of Seller(s) and Borrower(s).

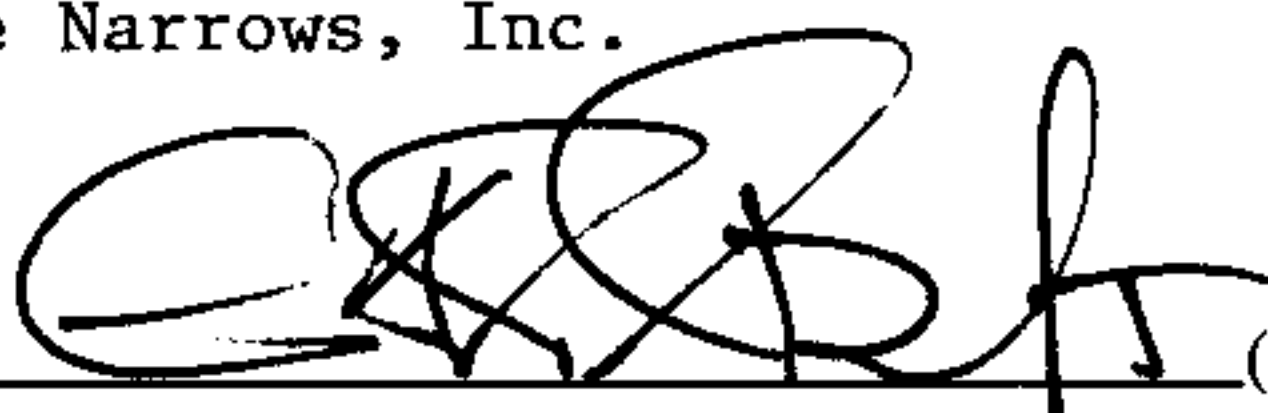
Inst # 2001-23686

06/11/2001-23686
10:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 14.00

Effective this 31st day of May 2001.

Witnesses:


The Narrows, Inc.

By:  (Seal)
Gary R. Dent, President -Seller

 (Seal)
BRIAN SCOTT SPENCE -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Seller


STATE OF

County ss:

The foregoing instrument was acknowledged before me this 31st day of May, 2001, (Date)
by BRIAN SCOTT SPENCE

My Commission Expires:
12-11-02

(person acknowledging)


Notary Public,

Jefferson County,

This instrument was prepared by: Jane Greene

WHEN RECORDED RETURN TO:

Dominick, Fletcher, Yeilding, Wood & Lloyd, P.A.
2121 Highland Avenue
Birmingham, AL 35205

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cdg:CORRECTION AGREEMENT - LTD POA

(11/00)

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