

SEND TAX NOTICE TO:

Marilyn D. Miranda and David M. Miranda
119 Katy Circle
Birmingham, Alabama 35242

THIS INSTRUMENT PREPARED BY:

Fred A. Ross, Jr.
Attorney for Cendant Mobility Financial Corporation
499 South President Street / P.O. Box 23429
Jackson, MS 39201/39225-3429
(601) 960-4550 Cendant #1302135

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred
Eleven Thousand Seven Hundred Dollars and no/100 -----
(\$ 311,700.00) to the undersigned Grantors in hand paid by the Grantees, whether one or
more, herein, the receipt of which is hereby acknowledged, we, RICHARD E. SWAYNE and
DEBORAH T. SWAYNE, husband & wife, (herein referred to as Grantors) do grant, bargain, sell
and convey unto Marilyn D. Miranda and husband, David M. Miranda

 (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 28, according to the Survey of The Cedars, as recorded in Map Book 25, Page
134, in the Probate Office of Shelby County, Alabama.

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

\$ 249,350.00 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 Financial
Corporation, a Delaware Corporation ("Agent") and/or Mid South Title Agency, Inc., a Mississippi
Corporation ("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

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04/04/2002-15675

10:16 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CH 79.50

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 05 day of February, 2002

Richard E. Swayne
RICHARD E. SWAYNE

Deborah T. Swayne
DEBORAH T. SWAYNE

State of Alabama
County of Shelby

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **RICHARD E. SWAYNE** 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 foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 05 day of February, 2002

Mary Joall Martin
Notary Public

(SEAL)

My commission expires:

State of Alabama
County of Shelby

NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES
ON 04/04/2002

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **DEBORAH T. SWAYNE** 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 foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 05 day of February, 2002.

(SEAL)

Mary Joall Martin
Notary Public

My commission expires:

NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES
ON 04/04/2002

Instructions to Notary: This form acknowledgement 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 acknowledgement.

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