


Consideration
\$ 252,000.00

SEND TAX NOTICE TO:

Cendant Mobility Financial Corporation
c/o Mid South Title Agency, Inc.
499 S. President Street, Suite 200
Jackson, MS 39225

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 #1327704


20020703000310720 Pg 1/2 269.00
Shelby Cnty Judge of Probate, AL
07/03/2002 11:09:00 FILED/CERTIFIED

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten Dollars and
no/100 -----
(\$ 10.00) to the undersigned Grantors in hand paid by the Grantees, whether one or
more, herein, the receipt of which is hereby acknowledged, we, JOSEPH M. CHENEY and
BLANCA CHENEY, husband & wife, (herein referred to as Grantors) do grant, bargain, sell and
convey unto Cendant Mobility Financial Corporation, A Delaware Corporation (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 55, according to the Survey of Silver Leaf, Phase 1, as recorded in Map Book
24, Page 16, in the Probate Office of Shelby County, Alabama.

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

\$ 0.00 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
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 17 day of June, 2002.

Joseph M. Cheney
JOSEPH M. CHENEY

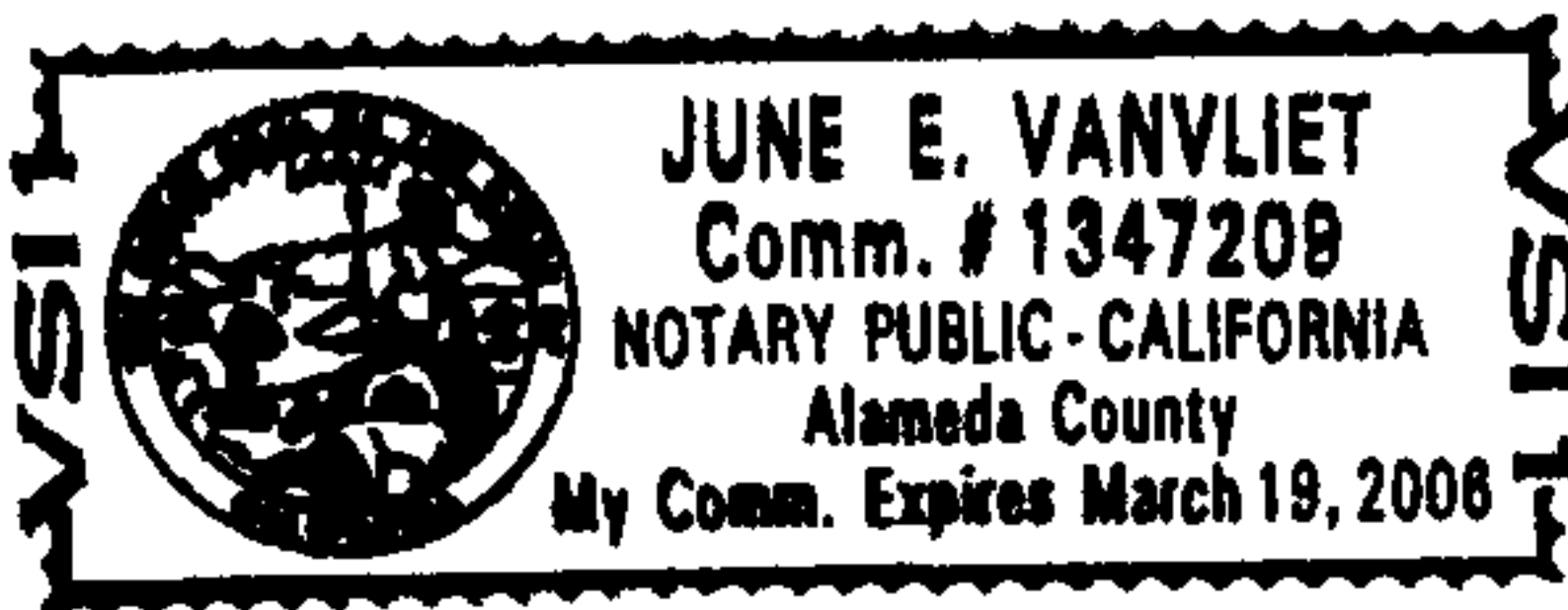
Blanca Cheney
BLANCA CHENEY

State of California
County of Alameda

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **JOSEPH M. CHENEY** 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 17 day of June, 2002.

(SEAL)



June E. VanVliet
Notary Public

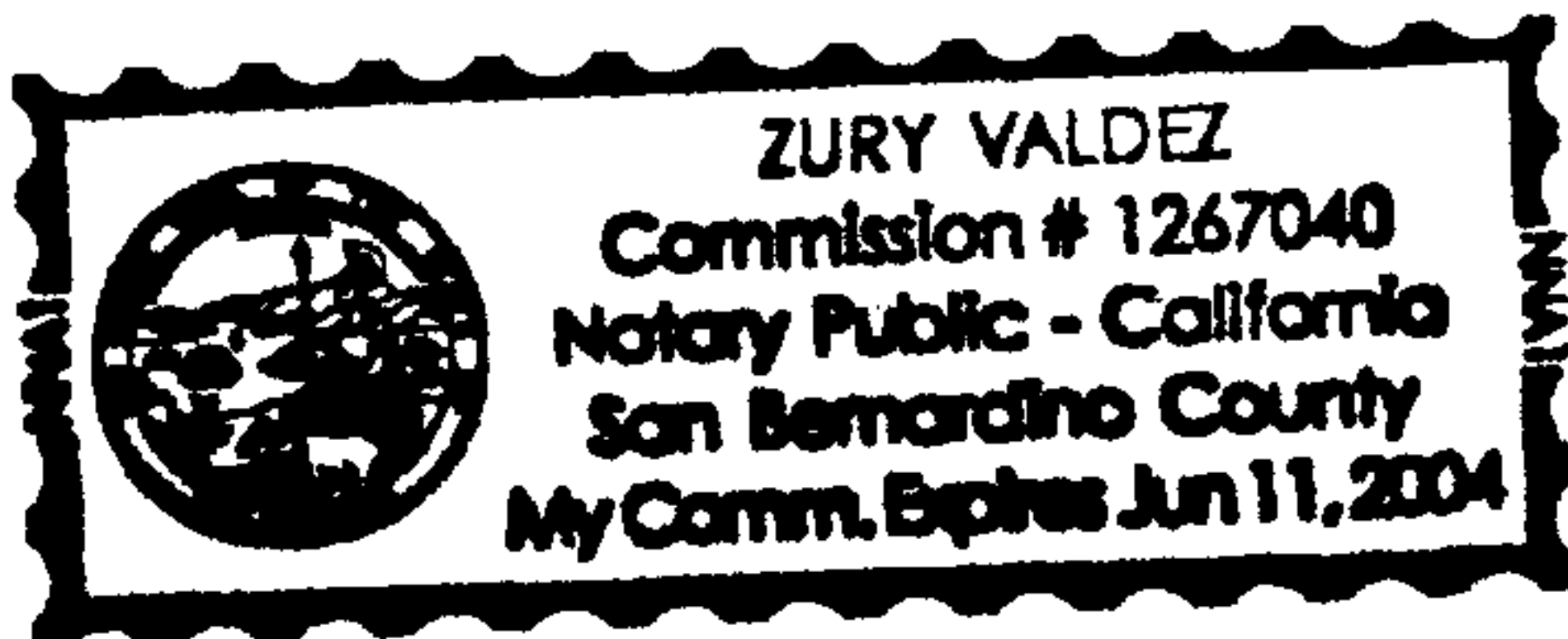
My commission expires: 3-19-02

State of California
County of San Bernardino

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **BLANCA CHENEY** 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 18 day of June, 2002.

(SEAL)



Zury Valdez
Notary Public

My commission expires: June 11, 2004

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.