

## LIMITED DURABLE POWER OF ATTORNEY

STATE OF ALABAMA)  
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that, **TIFFANY J. BROWN**, a single woman, whose address is 9919 Gable Ridge Terrace, Rockville, MD 20850 (hereinafter referred to as "Principal"), does by these presents make, constitute and appoint, **CHERYL J. BROWN** or **GEORGE BROWN** and/or her or his designated representative as my true and lawful agent(s) and attorney-in-fact (hereinafter referred to as "Agent") to do and perform for me and in my name, place, and stead, and for my use and benefit, to execute the promissory note, mortgage, lien waiver and any and all documents necessary to obtain the Mortgage Loan on the below described property being more particularly described as the following real estate, situated in Shelby County, Alabama, to-wit:

Lot 1404 according to the Map of Highland Lakes, 14th Sector, an Eddleman Community, as recorded in Map Book 30, Page 74 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with a nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, A Residential Subdivision, as recorded in Instrument #1994-07111 and amended in Inst.#1996-17543 and further amended in Inst. #1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a residential Subdivision, 14<sup>th</sup> Sector, recorded in Inst. #20021101000539740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as , the "Declaration"). Mineral and mining rights excepted.

with a property address of 2020 Knollwood Place, Birmingham, AL 35242, including, but not limited to the Note, Mortgage, any applicable Riders thereto, Settlement Statement, HUD Certification, FNMA 1009 Affidavit and Agreement, Name Affidavit, Compliance Agreement, Truth-in-Lending Statement, Lien Waiver and any other documents required for said loan for the above described property to **First Franklin Financial Corporation**, the first mortgage loan to be in the amount of **Two Hundred Ninety Thousand One Hundred Fifty and 00/100 Dollars (\$290,150.00)**, for a term of **30 years**, said loan being at an initial fixed interest rate of 6.5% requiring interest only payments for the first five years and the rate being adjustable thereafter every six months based on the "LIBOR" rate plus a margin of 4.0% with the initial rate change not exceeding 9.5% nor less than 6.5%. Thereafter, the rate shall never increase or decrease by more than 1% every six months after the initial rate change with a lifetime cap of 12.50%, and a second mortgage loan in the amount of Ninety Six Thousand Seven Hundred Fifty and 00/100 (\$96,150.00) amortized over a period of 30 years at an interest rate of 10.00% with a balloon payment due at the end of 20 years to **First Franklin Financial Corporation..**

I further give and grant unto my said attorney-in-fact and 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 I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue hereof.

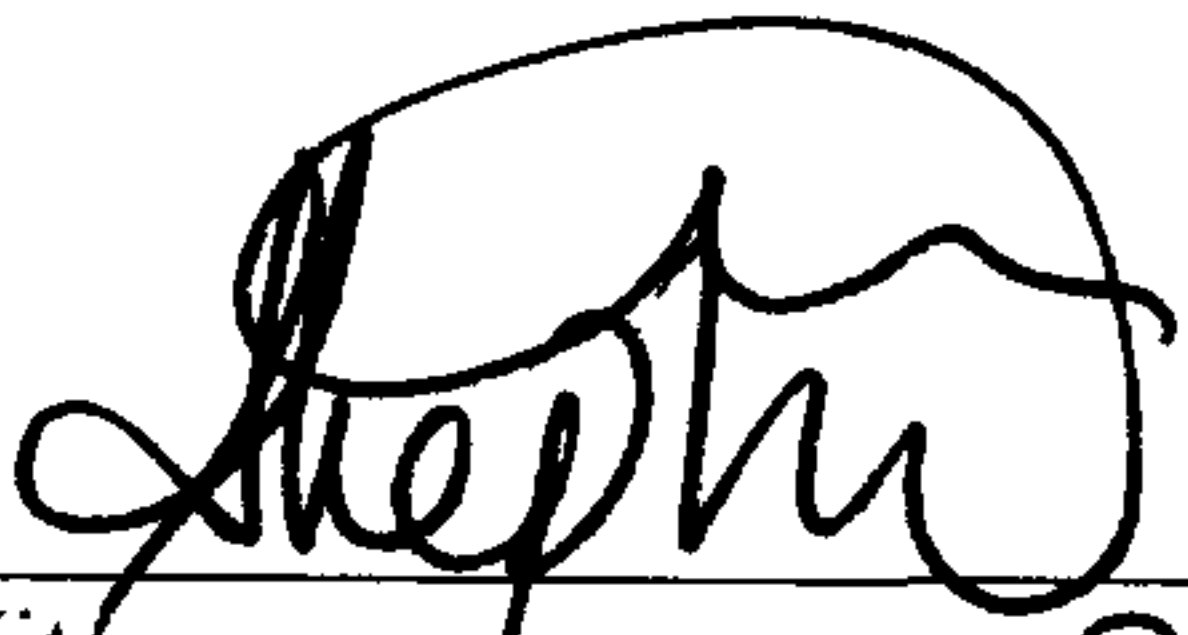
This power of attorney shall not be effected by disability, incompetency, or incapacity of Principal.

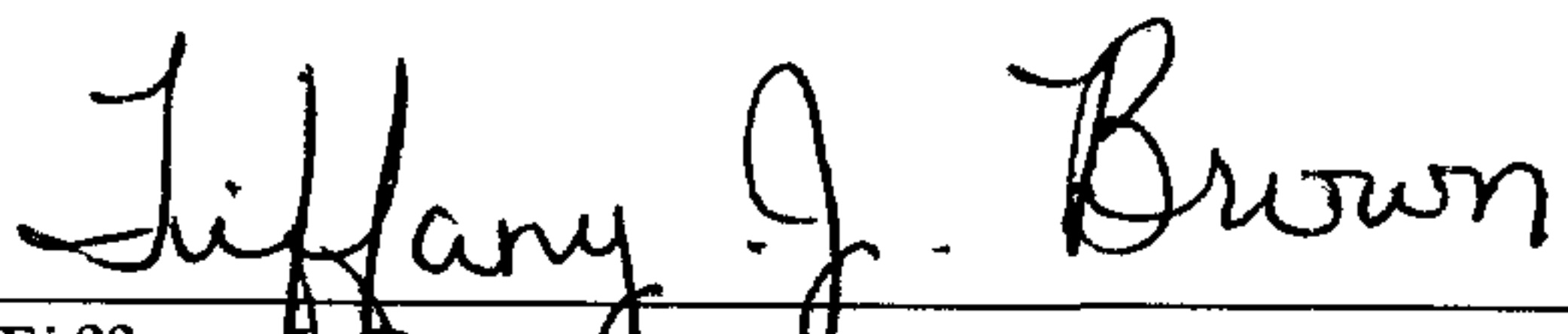
The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and

CLAYTON T. SWEENEY, ATTORNEY AT LAW

behalf shall be conclusive evidence of Agent's approval of the consideration therefore, and of the form and contents thereof, and that Agent deems the execution thereof on my behalf necessary or desirable.

IN WITNESS WHEREOF, the undersigned has executed this limited power of attorney on the 26<sup>th</sup> day of September, 2003.

  
Witness  
Stephanie Okoye

  
Tiffany J. Brown

STATE OF Maryland}  
COUNTY OF Montgomery}

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Tiffany J. Brown, a single woman, whose name is signed to the foregoing document, 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 26<sup>th</sup> day of September, 2003.

(AFFIX SEAL)

  
Notary Public  
Stephanie Okoye

My commission expires **ON 02/04/2005**  
**STEPHANIE OKOYE**  
Notary Public, State of Maryland  
My Commission Expires Apr. 2, 2005

This instrument was prepared by:  
Clayton T. Sweeney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223