

SEND TAX NOTICE TO:

Earnest C. Nixon

262 Grande View Parkway

Maylene, AL 35114

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 #150167604

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama

County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of _____
(\$ 240,000.00) to the undersigned Grantors in hand paid by the Grantees, whether one or
more, herein, the receipt of which is hereby acknowledged, we, JERRY HOWELL and
PATRICIA HOWELL, husband & wife, (herein referred to as Grantors) do grant, bargain, sell
and convey unto _____ Earnest C. Nixon and wife Daniela C. Nixon

(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 1031-A according to the Shipes Resurvey as recorded in Map Book 28, Page 42,
in the Probate Office of Shelby County, Alabama.

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

\$ 216,000.00 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 Burrow Closing Management
Corporation, A California Corporation, acting alone, and Mid South Title Inc., a Mississippi
Corporation as our true and lawful agent 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 2nd day of July, 2004.

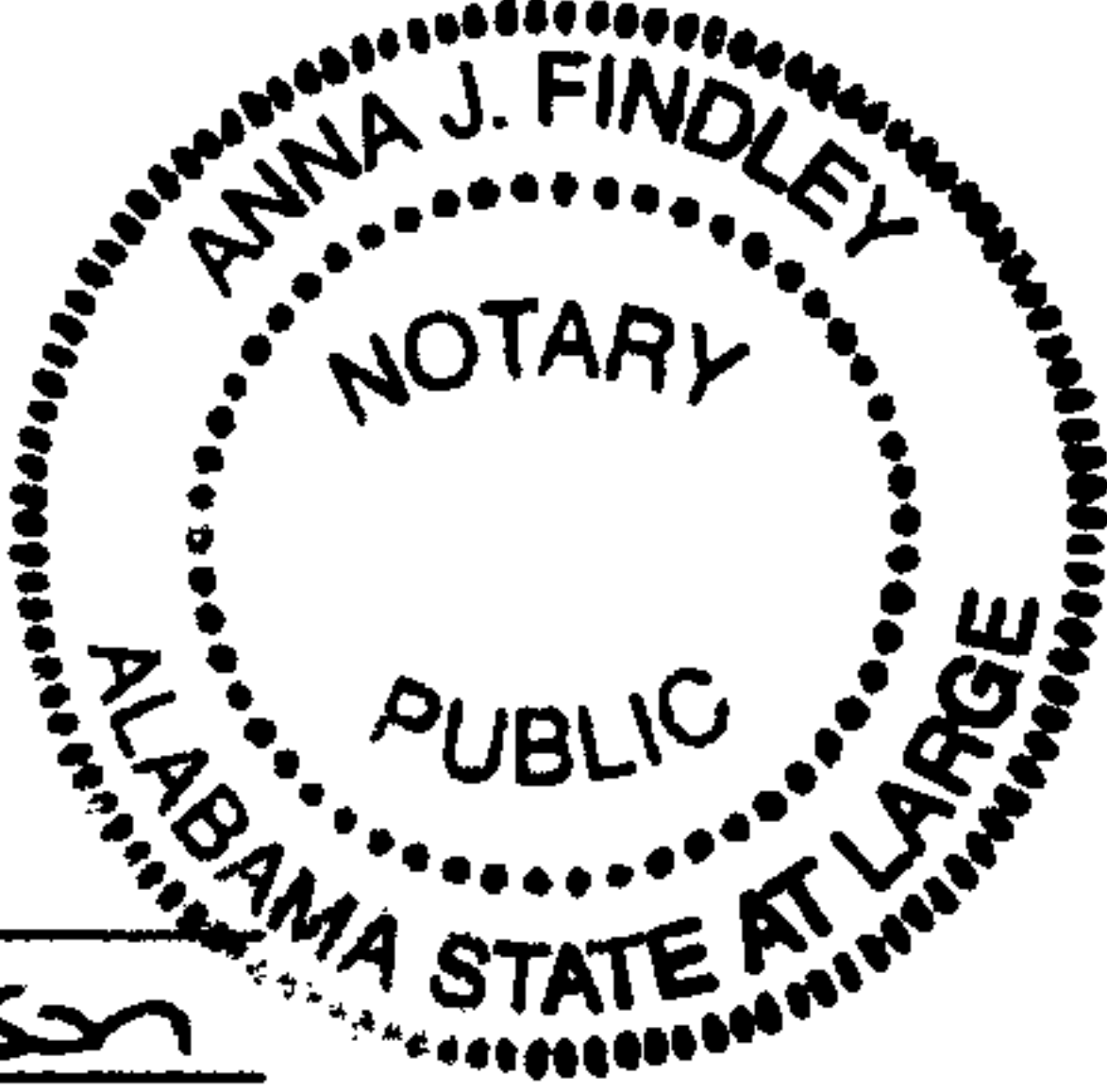
Jerry Howell
JERRY HOWELL
Patricia Howell
PATRICIA HOWELL

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **JERRY HOWELL** 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 2nd day of July, 2004.

(SEAL)



[Signature]
Notary Public

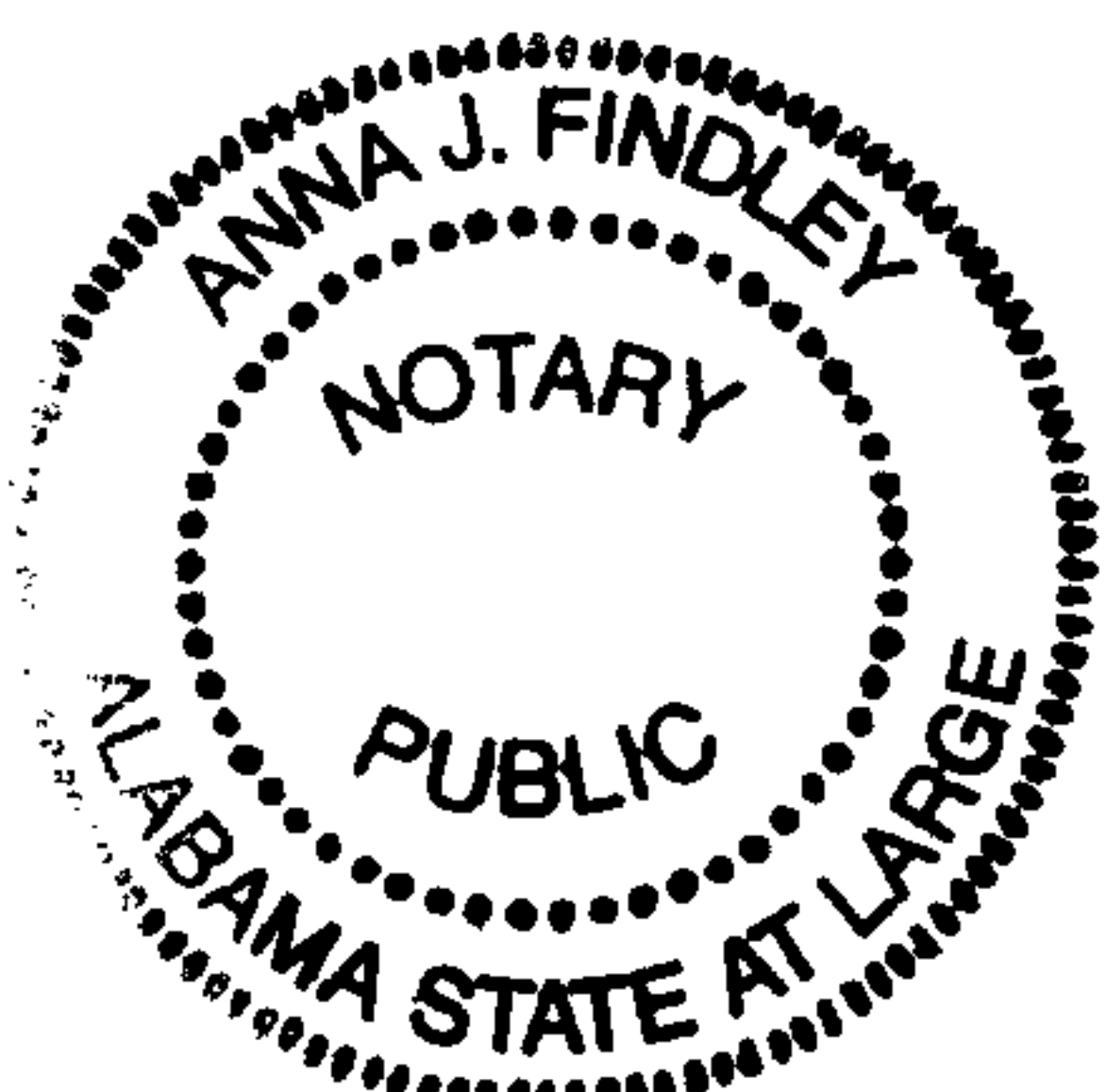
My commission expires: 6.9.06

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **PATRICIA HOWELL** 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 2nd day of July, 2004.

(SEAL)



[Signature]
Notary Public

My commission expires: 6.9.06

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.