20050802000389800 1/2 $28.50
Shelby Cnty Judge of Probate,AL
08/02/2005 11:56:57AM FILED/CERT

SEND TAX NOTICE TO:
Marie Vega
148 Pin Oak Drive
Chelsea, AL 35043

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 #1561262

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two Hundred Eighty Two THousand ($282,000.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, MICHAEL K. SMITH and MELISSA L. SMITH, husband & wife, (herein referred to as Grantors) do grant, bargain, sell and convey unto Michael E. Vega and wife, Marie Vega (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 234, according to the Survey of Yellowleaf Ridge Estates, Second Sector, as recorded in Map Book 21, Page 93 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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

$225,600.00 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.

Shelby County, AL 08/02/2005
State of Alabama

Deed Tax:$14.50

Parner

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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 ____ day of _____, 20___.

MICHAEL K. SMITH

MELISSA L. SMITH

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 **MICHAEL K. SMITH** 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 25th day of March, 2005.

Notary Public

(SEAL)

My commission expires:
MY COMMISSION EXPIRES JULY 25, 2005

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 **MELISSA L. SMITH** 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 25th day of March, 2005.

(SEAL)

Notary Public

My commission expires:
MY COMMISSION EXPIRES JULY 25, 2005

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.