



20061122000572320 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/22/2006 03:28:44PM FILED/CERT

Please Return to:  
**HOLLIMAN, SHOCKLEY**  
**2491 PELHAN PKWY**  
**PELHAN, AL 35124**

## REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:  
**265 HIGHWAY 93, HELENA, ALABAMA 35080**

("Present Address").

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

<b>USED</b>	<b>1991</b>
New or Used	Year
<b>Southern Hospitality Homes</b>	<b>SD105</b>
Manufacturer's Name	Model Name and/or Model No.
<b>DSHAL16837 A&amp;B</b>	
Manufacturer's Serial No.	
<b>28x64.5</b>	
Dimensions	

permanently affixed to the real property located at  
**265 HIGHWAY 93, HELENA, ALABAMA 35080**

("Property Address") and as more particularly described as  
**SEE ATTACHED EXHIBIT A**

(the "Real Property").

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Initials: EW  
Drawn by EW

I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution,  
**COLONIAL BANK, N.A.**

("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated **OCTOBER 25, 2006** executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

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To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this 25th day of **OCTOBER**, 2006 .

\_\_\_\_\_  
*Elizabeth Ann Williams* (Seal)  
**ELIZABETH ANN WILLIAMS** -Borrower

\_\_\_\_\_  
*David Ray Williams* (Seal)  
**DAVID RAY WILLIAMS** -Borrower  
BY **ELIZABETH ANN WILLIAMS, ATTORNEY-IN-FACT**

*By Elizabeth Ann Williams, Attorney-in-Fact*

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

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STATE OF AL )  
 ) ss.:  
COUNTY OF Shelby )

On the 25th day of OCTOBER, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared

Elizabeth Ann Williams and David Ray Williams by Elizabeth Ann Williams as Attorney In Fact

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Signature

JOHN R HOLLIMAN  
\_\_\_\_\_  
Notary Printed Name

Notary Public; State of AL

Qualified in the County of SHELBY

My commission expires: 08-29-10

Official Seal: \_\_\_\_\_

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JMOBILEPOA (3/06)

Page 4 of 4

Initials: EAW  
DRW by EAW

Prepared By:

COLONIAL BANK  
400 N. TAMPA STREET  
TAMPA, FL 33602  
813-314-3100

Exhibit A



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**Beginning at the NW corner of the NE 1/4 of SW 1/4, Section 26, Township 20 South, Range 4 West; thence run South 0°22'45" West along the West boundary of the said NE 1/4 of SW 1/4 a distance of 1017.70 feet to a point; thence turn an angle of 133°26'45" to the left and run North 46°56' East a distance of 647.50 feet to a point on the West 40 foot ROW line of County Highway 93; thence run in a Northeasterly direction along the said 40 foot ROW line and along a 6°40' curve to the right a distance of 368.81 feet to a point; thence continue along said 40 foot ROW line in a straight line bearing North 33°17'30" East a distance of 277.68 feet to a point on the North boundary line of the said NE 1/4 of SW 1/4; thence turn an angle of 123°17'30" to the left and run West along the said North boundary of the NE 1/4 of SW 1/4 a distance of 748.38 feet to the point of beginning.**

**Said parcel of land is lying in the NE 1/4 of SW 1/4 Section 26, Township 20 South, Range 4 West, Shelby County, Alabama.**

**Less and except any part of subject property lying within a road right of way.**

**HOLLIMAN & SHOCKLEY  
ATTORNEYS AT LAW  
2491 PELHAM PARKWAY  
PELHAM, ALABAMA 35124**