

SEND, TAX NOTICE	TO:		
WXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXX Carla	S. Maynard	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	483 Reach Drive	5
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXBiri	mingham, AL 3524	+ 2

## THIS INSTRUMENT PREPARED BY:

Fred A. Ross Jr.
Attorney for CARTUS FINANCIAL CORPORATION
499 South President Street / P.O. Box 23429
Jackson, MS 39201/39225-3429
(601) 960-4550 Cartus File #1735210

## WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama County of Shelby

simultaneously herewith.

KNOW	ALL	MEN	BY	THESE	PRESENTS:	That	in	consideration	of
			THou	sand					
One Hu	ndred S	ixty Si	x (\$ 1	66,000.00	) to the und	ersigned	Granto	ors in hand paid b	y the
			-	· · · · · · · · · · · · · · · · · · ·	ipt of which is he	reby ack	nowle	dged, I, SHERY	LL.
SCHULT	Z, A Sing	gle Person	ı, (herei	n referred to	as Grantors) do	grant, ba	argain,	sell and convey	unto
							,		
Carla :	S. Mayn	ard					_ (here	ein referred to	as
Grantees)	as indiv	idual own	er or a	s joint tenan	its, with right of	survivor	ship, i	f more than one	, the
•					State of Alabama		_		
				SEE E	XHIBIT A				
Subject to	existing	easement	s, restri	ictions, set b	ack lines, rights o	f ways, l	imitati	ons, if any, of	

s 132.800.00 of the purchase price recited above was paid from a mortgage loan closed

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 I do for myself and for my 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 I do by these presents make, constitute and appoint Cartus 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.

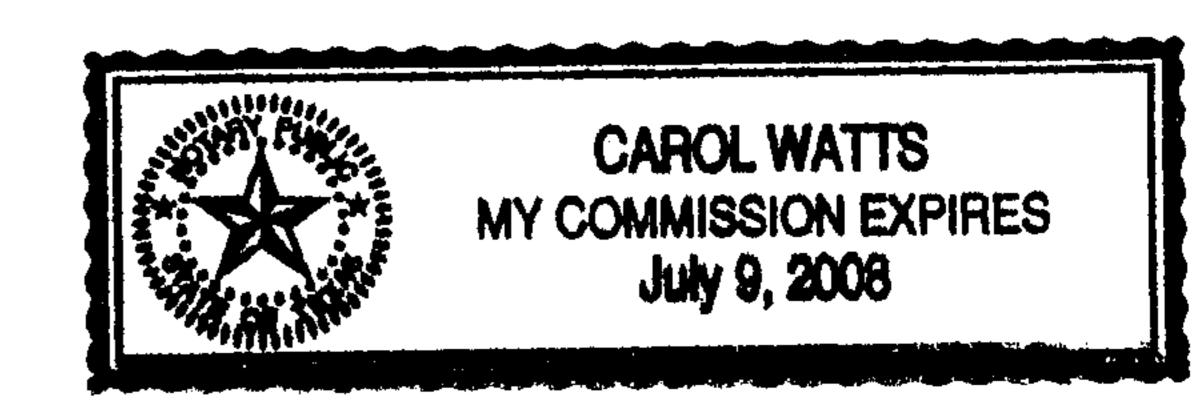
IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 22 day of

SHERYL L. SCHULTZ
State of IEMS County of COULN
I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is <b>SHERYL L. SCHULTZ</b> 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 <u>32<sup>nd</sup></u> day of <u>February</u> , 20 <u>07</u> .

(SEAL)

My commission expires:

Notary Public



<u>Instructions to Notary</u>: 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.

Shelby County, AL 03/28/2007 State of Alabama

Deed Tax: \$33.50

20070328000139470 2/3 \$50.50 Shelby Cnty Judge of Probate, AL 03/28/2007 12:00:08PM FILED/CERT

## **EXHIBIT A**

Lot 9, according to the Final Record Plat of Narrows Reach Sector, Phase 2, as recorded in Map Book 30, Page 58A & 58B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument #2000-9755 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

20070328000139470 3/3 \$50.50 Shelby Cnty Judge of Probate, AL 03/28/2007 12:00:08PM FILED/CERT