

B-9800-08

20081204000456700 1/14 \$51.00  
Shelby Cnty Judge of Probate, AL  
12/04/2008 11:39:45AM FILED/CERT

Brunson and Associates  
301 Broad Street  
Gadsden, AL 35901  
(256) 546-9205

Loan No: 8090936

After recording please return to:  
AMERICAHOMEKEY, INC.

[Company Name]

[Name of Natural Person]

P.O. BOX 191708

[Street Address]

DALLAS, TX 75219

[City, State Zip Code]

[Space Above This Line For Recording Data]

PARCEL ID: 20-6-23-0-000-001.002

MIN: 100098500080909369

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 18th day of November, 2008 ,  
between JONATHAN M. HAWKINS AND SUZUKO HAWKINS, HUSBAND AND WIFE

and AMERICAHOMEKEY, INC.

("Borrower")

("Lender"),

Mortgage Electronic Registration Systems, Inc., ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated October 9, 2008 and granted or assigned to Mortgage Electronic Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber , at page(s) , of the Records of SHELBY County, Alabama and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 4970 HIGHWAY 30, WILSONVILLE, AL 35186

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
The Compliance Source, Inc.  
www.compliancesource.com

Page 1 of 5

MERS Modified Form 3179 1/01 (Rev. 6/06)  
23702MU 05/04 Rev. 11/07  
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J. H

S. H



Loan No: 8090936

1. As of November 18, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 149,770.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.000 %, from November 21, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$ 996.42, beginning on the 1st day of January, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.000 % will remain in effect until principal and interest are paid in full. If on December 1, 2038 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.  
  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
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www.compliance-source.com

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Loan No: 8090936

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

EXECUTED as of the day and year first above written.

Jonathan M. Hawkins (Seal)  
JONATHAN M. HAWKINS -Borrower

Suzuko Hawkins (Seal)  
SUZUKO HAWKINS -Borrower

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

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

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
AMERICAHOMEKEY, INC.

By: Kristin Petty Kristin Petty  
-Lender Asst. Operations Manager

Mortgage Electronic Registration Systems, Inc.  
By: Kristin Petty Kristin Petty  
-Mortgagee Asst. Operations Manager

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
The Compliance Source, Inc. Page 3 of 5  
www.compliancesource.com

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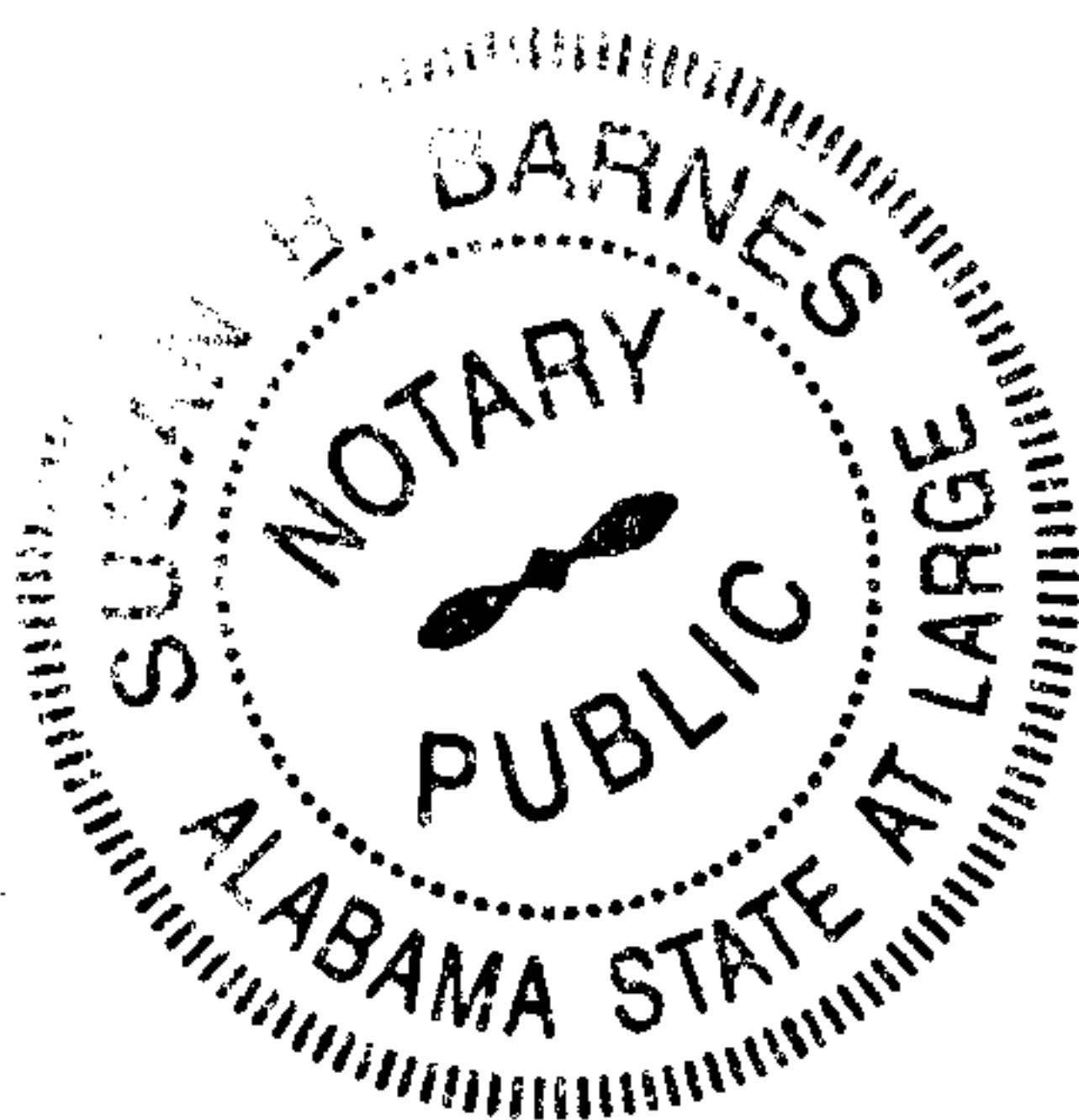
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12/04/2008 11:39:45AM FILED/CERT

Loan No: 8090936

ACKNOWLEDGMENT

State of Alabama §  
County of Dalladegu §

This instrument was acknowledged before me on November 18, 2008 (date) by  
JONATHAN M. HAWKINS and SUZUKO HAWKINS



(Seal)

Susan B Barnes  
Signature of Officer

Susan B Barnes  
Printed Name

Notary  
Title of Officer

My Commission Expires: 8-15-2012

CORPORATE ACKNOWLEDGMENT

State of Texas §  
County of Collin §

The foregoing instrument was acknowledged before me on 11/20/2008 [date], by  
Justin Petty, asst ops mgr  
[name of officer or agent, title of officer or agent] of  
AmericaHomeKey, Inc [name of corporation acknowledging],  
TX [state or place of incorporation], on behalf of the corporation.

(Seal)

JESSICA TODD  
Notary Public, State of Texas  
Commission Expires  
October 13, 2010

Jessica Todd  
Notary Public, State of Texas  
My Commission Expires: 10/13/10

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument  
The Compliance Source, Inc.  
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Loan No: 8090936

CORPORATE ACKNOWLEDGMENT

State of Texas  
County of Collin

§  
§  
§

The foregoing instrument was acknowledged before me on 11/26/2008 [date], by  
Kristin Petty, Asst Ops Mgr.  
[name of officer or agent, title of officer or agent] of  
AmericaHomeKey, Inc [name of corporation acknowledging],  
TX [state or place of incorporation], on behalf of the corporation.

(Seal)

Lissie J. Ladd  
Notary Public, State of Texas

My Commission Expires: 10/13/10

MERS Phone: 1-888-679-6377

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www.compliancesource.com

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**EXHIBIT A**

**LOT 3, ACCORDING TO THE SURVEY OF LAY LAKE FARMS ESTATES, AS RECORDED IN MAP BOOK 9, PAGE 178, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

**SUBJECT TO: RIGHT OF WAY AND RIGHTS IN CONNECTION THEREWITH TO SHELBY COUNTY, ALABAMA, IN DEED BOOK 266, PAGE 2 AND DEED BOOK 223, PAGE 658.**

**SUBJECT TO: RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY BY INSTRUMENTS RECORDED IN DEED BOOK 167, PAGE 167 AND DEED BOOK 133, PAGE 58.**

**SUBJECT TO: RESTRICTIONS APPEARING OF RECORD IN REAL VOLUME 79, PAGE 146.**

**SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAYS OF RECORD OR IN EVIDENCE THROUGH USE.**

**A 2009 30 X 68 Platinum Model# P-605-1; Beige in color; manufactured home, comprised of two sections and bearing the serial numbers PHAL01192A and PHAL01192B, is permanently affixed to the real property hereinabove described and is considered a part thereof.**



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Shelby Cnty Judge of Probate, AL  
12/04/2008 11:39:45AM FILED/CERT

JA

SH

After recording please return to:  
AMERICANHOMEKEY, INC.

[Company Name]

[Name of Natural Person]  
P.O. BOX 191708

[Street Address]  
DALLAS, TX 75219

[City, State Zip Code]

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

## AFFIXATION AFFIDAVIT REGARDING MANUFACTURED (AND FACTORY BUILT) HOUSING UNIT

THE STATE OF Alabama

COUNTY OF SHELBY

BEFORE ME, the undersigned authority, on this day personally appeared JONATHAN M. HAWKINS and SUZUKO HAWKINS

known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his or her oath state as follows:

- 1) The manufactured housing unit located on the following described property located in SHELBY County, Alabama, is affixed to a permanent foundation and will assume the characteristics of site-built housing:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

Make: PLATINUM HOMES

Model: P-605

Year: 2009

Serial Number: PHAL 001192AB

Width & Length: ~~412 x 72~~ 30x68

- 2) The wheels, axles and towbar or hitch were removed from the frame of said manufactured housing unit when said unit was placed on its permanent site.
- 3) All foundations, both perimeter and piers, for said manufactured housing unit have footings that are located below the frost line.
- 4) If piers are used for said manufactured housing unit they are placed where said housing unit manufacturer recommends.
- 5) If state law so requires, anchors for said manufactured housing unit have been provided.
- 6) The foundation system of the manufactured housing unit meets applicable state installation requirements.
- 7) The manufactured housing unit is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.

Loan No: 8090936

Affixation Affidavit Regarding manufactured (and Factory Built) Housing Unit  
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- 8) No other lien or financing affects said manufactured housing unit, other than as disclosed in writing to Lender.
- 9) Said manufactured housing unit has been built pursuant to the National Manufactured Home Construction and Safety Standards that became effective on June 15, 1976.
- 10) Borrower(s) acknowledges his or her intent that said manufactured housing unit is a part of the real property securing the security instrument.
- 11) The manufactured housing unit will be assessed and taxed by the applicable taxing jurisdiction. I/We understand that if Lender does not escrow for these taxes that I/we will be responsible for payment of such taxes.
- 12) If the land is being purchased, such purchase and said manufactured housing unit represent a single real estate transaction under applicable state law.

Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpet and manufacturer's warranties covering the heating/cooling systems, hot water heater, range, etc.; and the formaldehyde health notice.

LENDER: AMERICAHOMEKEY, INC.

BORROWER(S):

By: Kristin Petty  
 Kristin Petty  
 Its: Asst. Operations Manager

Jonathan M. Hawkins 11-18-08  
 JONATHAN M. HAWKINS (Borrower) (Date)  
Suzuko Hawkins 11-18-08  
 SUZUKO HAWKINS (Borrower) (Date)

(Borrower) (Date)

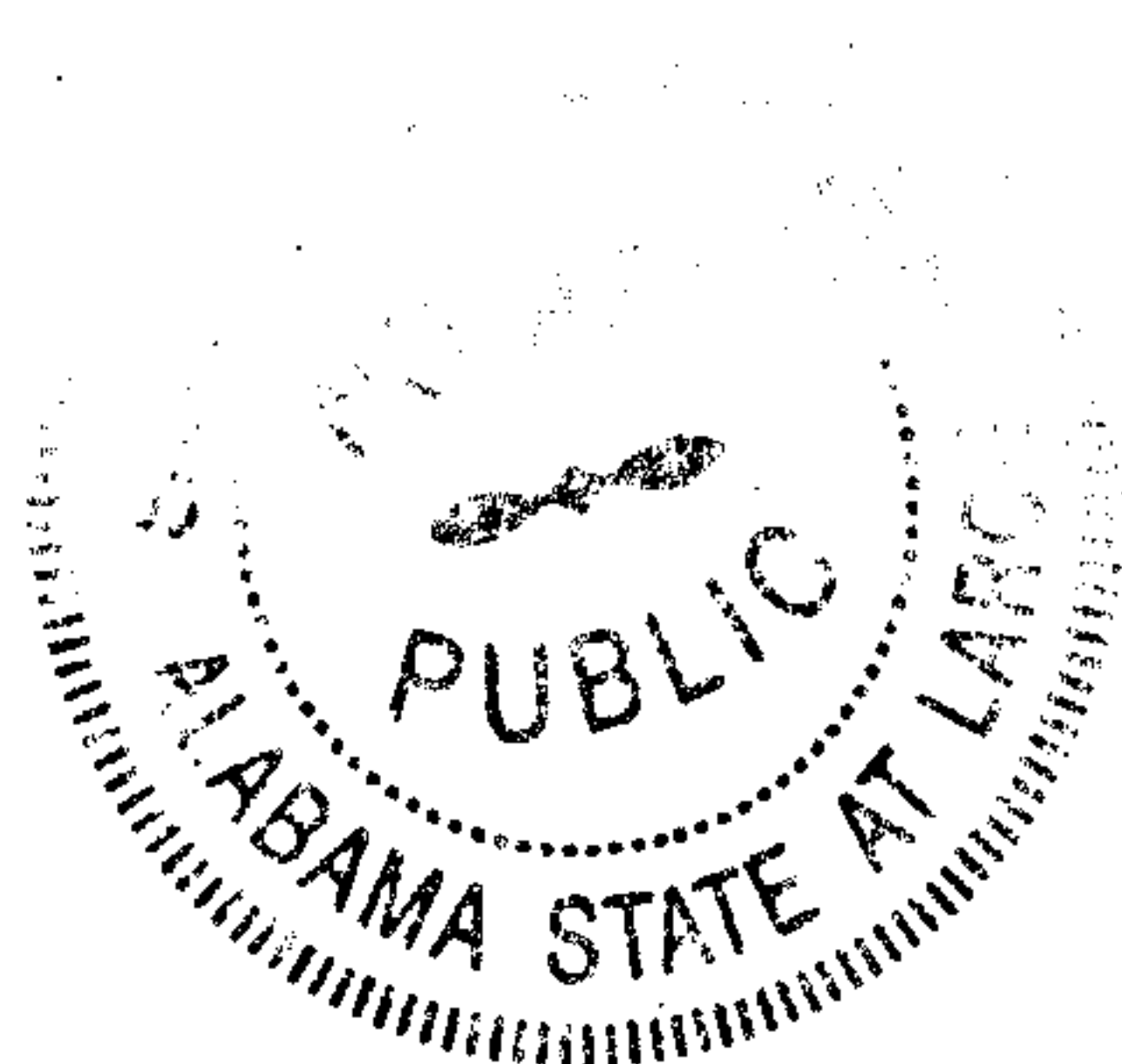
(Borrower) (Date)

#### BORROWERACKNOWLEDGMENT

State of Alabama §  
 County of SHELBY §

This instrument was acknowledged before me on November 18 2008, by  
 JONATHAN M. HAWKINS and SUZUKO HAWKINS

(Seal)



[Signature]  
 Signature of Notarial Officer

Notary  
 Title of Notarial Officer

My commission expires: 8-15-2012

Loan No: 8090936

Affixation Affidavit Regarding manufactured (and Factory Built) Housing Unit

Page 2 of 3



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 Shelby Cnty Judge of Probate, AL  
 12/04/2008 11:39:45AM FILED/CERT



**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

AmericaHomeKey, Inc

Lender

By:

Authorized Signer

*Kristin Petty*

**LENDER ACKNOWLEDGMENT**

State of Texas

§

County of Collin

§

§

This instrument was acknowledged before me on 11/20/2008 [date].  
by Kristin Petty [name of agent],  
ASST CSM [title of agent] of  
AmericaHomeKey, Inc [name of entity acknowledging],  
a TX [state and type of entity], on behalf of AmericaHomeKey, Inc  
[name of entity acknowledging].

(Seal)

Signature of Notarial Officer

Title of Notarial Officer

My commission expires: 10/13/10

Loan No: 8090936

Affidavit Regarding manufactured (and Factory Built) Housing Unit

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**SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHT OF WAYS OF RECORD OR IN EVIDENCE THROUGH USE.**

**A 2009 30 X 68 Platinum Model# P-605-1; Beige in color; manufactured home, comprised of two sections and bearing the serial numbers PHAL01192A and PHAL01192B, is permanently affixed to the real property hereinabove described and is considered a part thereof.**



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*J. H. S. H.*



Date

Place of Recording

Record and Return by ☐ Mail ☐ Pickup to:

AMERICAHOMEKEY, INC.

Name

P.O. BOX 191708

Address 1

DALLAS, TX 75219

Address 2

Tax Parcel No. 20-6-23-0-000-001.002

Legal Description is at page 4.

Lot

Block

Plat or Section

Township

Range

Quarter/Quarter Section

This Instrument Prepared By:

Preparer's Name

Lender's Name AMERICAHOMEKEY, INC.

Preparer's Title

Lender's Address 3838 OAK LAWN, STE. 1050, DALLAS, TX  
75219

Preparer's Address

Borrower's Name JONATHAN M. HAWKINS and SUZUKO HAWKINS

Preparer's Telephone Number

Preparer's Signature

Borrower's Address 4970 HIGHWAY 30, WILSONVILLE, AL  
35186

## 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 "T" or "me," residing at:  
4970 HIGHWAY 30

Street Address

WILSONVILLE, AL 35186

("Present Address").

City

State

Zip

County

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

New/Used

Manufacturer's

Name/Make PLATINUM HOMES

Year 2009

Model P-605

Width X Length 12 x 72 26  
30x68

Serial No. PHAL 001192AB

HUD Data Plate Number NTA1466468  
NTA1466469

Loan No: 8090936

Real Property and Manufactured Home Limited Power of Attorney

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permanently affixed to the real property located at 4970 HIGHWAY 30

Street Address

WILSONVILLE, AL 35186

SHELBY

("Property Address") and as more

City

State

Zip

County

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, **AMERICANHOMEKEY, INC.**

("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 **November 18, 2008** 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 Home may not be available or may be inaccurate. The Manufactured Home 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.

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.

Loan No: 8090936

Real Property and Manufactured Home Limited Power of Attorney

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WITNESS my hand and seal this 18 day of November 2008.

Jonathan M. Hawkins (Seal)  
Borrower

JONATHAN M. HAWKINS  
Printed Name

Suzuko Hawkins (Seal)  
Borrower

SUZUKO HAWKINS  
Printed Name

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

\_\_\_\_  
Printed Name

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

\_\_\_\_  
Printed Name

STATE OF Alabama,  
COUNTY OF Dallas ss.:

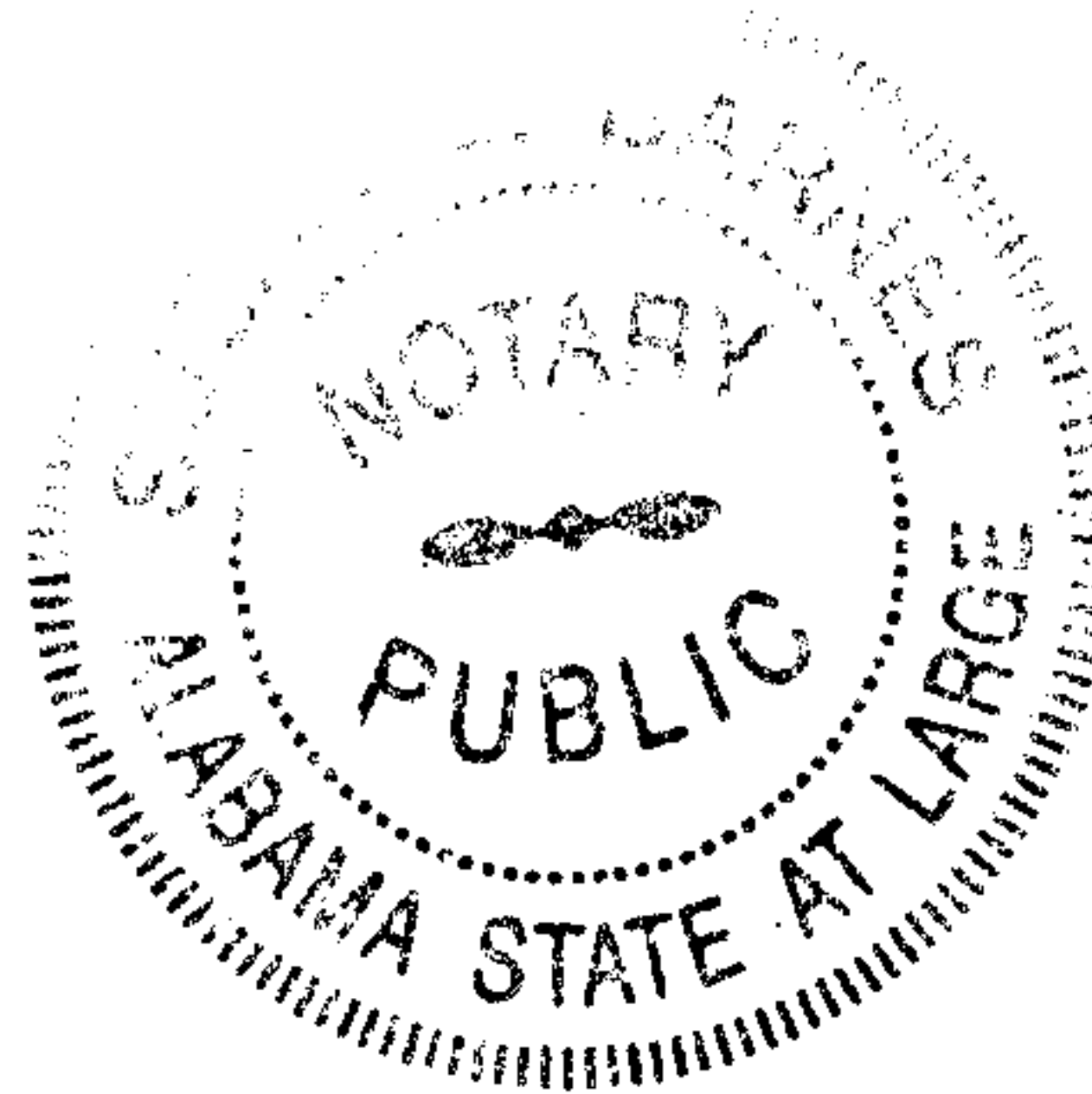
On the 18 day of November in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared

personally know 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 this instrument.

Susan B. Bauer  
Notary Signature

Susan B. Bauer  
Notary Printed Name

Notary Public; State of Alabama  
Qualified in the County of Dallas  
My commission expires: 8-15-2012  
Official Seal:



Loan No: 8090936

Real Property and Manufactured Home Limited Power of Attorney

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