



20100202000031790 1/3 \$105.50  
Shelby Cnty Judge of Probate, AL  
02/02/2010 10:17:57 AM FILED/CERT

**SEND TAX NOTICE TO:**

Jack Morris Swarts III

1039 Highland Park Place  
Birmingham, AL 35242

**THIS INSTRUMENT PREPARED BY:**

David M. Ross, Esquire.  
Attorney for Cartus Financial Corporation  
625 Highland Colony Parkway, Suite 104  
Ridgeland, MS 39157  
(601) 853-7380 Cartus File #2016159

**WARRANTY DEED AND LIMITED POWER OF ATTORNEY**

State of Alabama  
County of Shelby

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Four Hundred Forty Two  
Thousand Five Hundred ~~(\$ 442,500.00 )~~ <sup>00/100</sup> ~~Dollars~~  
more, herein, the receipt of which is hereby acknowledged, we, RAYMOND A. SMITH and  
KASSAUNDRA K. SMITH, husband & wife, (herein referred to as Grantors) do grant, bargain,  
sell and convey unto

Jack Morris Swarts, III

(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:

**SEE EXHIBIT A**

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.  
\$ 354,000.00 of the purchase price recited above was paid from a mortgage loan closed  
simultaneously herewith. \$44,250.00 of the above purchase price was paid from the  
proceeds of 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.

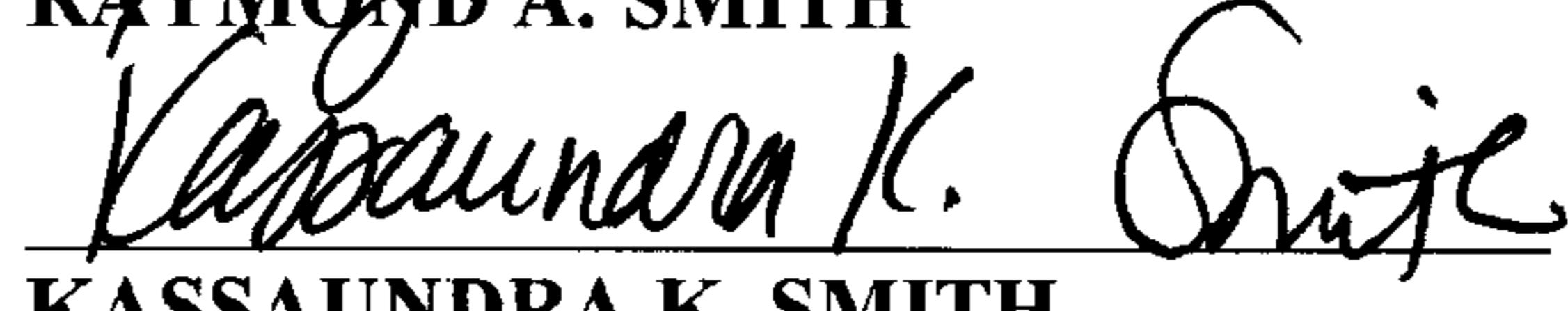
And we do for ourselves and for our heirs, executors, and administrators covenant with said  
Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee simple of said premises;  
that they are free from all encumbrances, unless otherwise noted above; that we have a good right to  
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 Cartus Financial Corporation, a  
Delaware Corporation ("Agent") and/or Mid South Relocation Services ("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 28 day of October, 2009.

  
RAYMOND A. SMITH

  
KASSAUNDRA K. SMITH

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 **RAYMOND A. 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 28 day of October, 2009.

  
Virginia D. Steed  
Notary Public

(SEAL)

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 12, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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 **KASSAUNDRA 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, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 28 day of October, 2009.

  
Virginia D. Steed  
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 12, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**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.

Revised 04/29/08

State of Alabama

Deed Tax : \$88.50

**EXHIBIT A**

**Lot 2010, according to the Map of Highland Lakes, 20<sup>th</sup> Sector, Phase 1, an Eddleman Community, as recorded in Map Book 29, Page 133, in the Probate Office of Shelby County, Alabama.**

Together with the nonexclusive easement to use the private roadways, common area, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded in Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument #1999-31095, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 20<sup>th</sup> Sector, recorded as instrument #20030801000496480, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").



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