

05/16/2011 12:35:05 PM FILED/CERT

Send Tax Notice To:

Rodney F. Nichols

THIS INSTRUMENT PREPARED BY:

Jeff W. Parmer Attorney For Cartus Financial Corporation 850 Shades Creek Parkway, Suite 210 Birmingham, AL 35209 (205) 871-1440 Cartus File #2133768

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of (\$ 165,500.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, Lance E. An unmarried person, (herein referred to as Grantors) do grant, bargain, sell and convey unto Rodney F. Nichols and Deborah B. Nichols

(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:

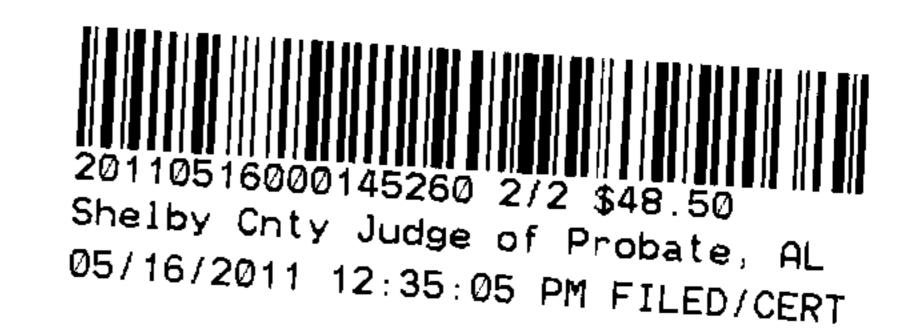
Lot 2, according to the Survey of Falliston Ridge, Second Sector, as recorded in Map Book 31, Page 87, in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record. \$ 132,400.00 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 assigns, forever; it being the intention of the parties to this conveyance, that if more that one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby crested is severed or terminated during the joint lives of the Grantee(s) herein) in the even 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 fee 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 presets 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 for 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 personally if 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 the said time.

IN WITNESS WHEREOF, we have hereur	ato set our hands and seals, this 14 day of
-e bruary, 20 <u>11</u> .	
	LANCE E. HAMAN
State of Alaboura County of Jefferson	
I, the undersigned, a Notary Public, in and for whose name is LANCE E. HAMAN signed to the foreknowledged before me on this day that, being inform the same voluntarily and on the day the same bears determined to the same bears determined to the same bears.	rmed of the contents of the foregoing, he executed
Given under my hand this 14th day of	February 2011. Sman Sanh
	Notary Public
	My Commission Expires:
	My Commission Expires 2/15/2014

Instructions to Notary: This form acknowledgment 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 acknowledgment.