

20110808000230670 1/3 \$168.00
Shelby Cnty Judge of Probate, AL
08/08/2011 09:53:03 AM FILED/CERT

Send Tax Notice To:

Lesa P. Hill and Lois Burns
1063 Baldwin Lane
Birmingham, AL 35244

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 #2099287

Shelby County, AL 08/08/2011
State of Alabama
Deed Tax: \$150.00

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of
_____ (\$ 450,000.00) to the undersigned Grantors in hand paid by the Grantees,
whether one or more, herein, the receipt of which is hereby acknowledged, we, Moses H. Feagin and
wife Glenda Feagin, (herein referred to as Grantors) do grant, bargain, sell and convey unto

Lesa P. Hill and Lois Burns

(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 Attached Exhibit "A"

Deed Effective Date: August 1, 2011

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.
\$ 300,000.00 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 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 of 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 hereunto set our hands and seals, this 18th day of January, 2011.

Moses H. Feagin
MOSES H. FEAGIN

Glenda Feagin
GLENDA FEAGIN

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 **MOSES H. FEAGIN** 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 and on the day the same bears date.

Given under my hand this 18th day of January, 2011.

Mary K Jones
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires: **MY COMMISSION EXPIRES: Aug 16, 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 **GLENDA FEAGIN** 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 and on the day the same bears date.

Given under my hand this 18th day of January, 2011.

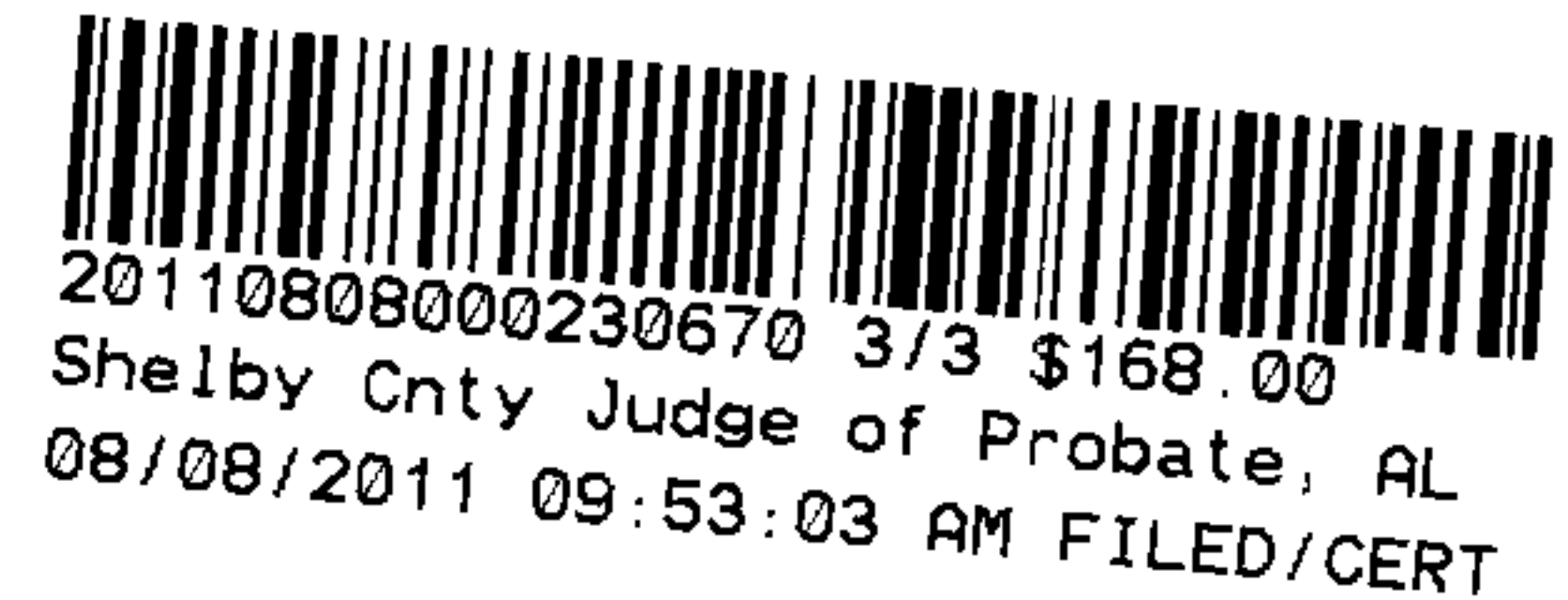
Mary K Jones
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 16, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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.

ATTACHMENT

EXHIBIT "A"



Lot 2823, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with 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 as 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, 28th Sector, recorded as Instrument # 20041109000615190, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").