



20120110000011930 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
01/10/2012 10:00:52 AM FILED/CERT

**Send Tax Notice To:**

NATHAN DANIEL DUNAWAY

440 Lime Creek Bend

Chelsea, Alabama 35043

**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 #2141230

**WARRANTY DEED AND LIMITED POWER OF ATTORNEY**

State of Alabama  
County of Shelby

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of  
\_\_\_\_\_ (\$ 188,000.00 ) to the undersigned Grantors in hand paid by the Grantees,  
whether one or more, herein, the receipt of which is hereby acknowledged, we, Ross E. Campbell and  
wife Linda Campbell, (herein referred to as Grantors) do grant, bargain, sell and convey unto

Nathan Daniel Dunaway

(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 County,  
to-wit:

**Lot 38, according to the Final Plat Lime Creek at Chelsea Preserve, Sector 2, as recorded in  
Map Book 36, Page 121, in the Office of the Judge of Probate of Shelby County, Alabama.**

Deed Effective Date: December 29, 2011

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.  
\$ 191,760.00 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 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 25<sup>th</sup> day of MARCH, 2011.

Ross E. Campbell  
Ross E. Campbell

Linda Campbell  
Linda Campbell

State of ALABAMA  
County of SHELBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **Ross E. Campbell** 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 25 day of March, 2011.

[Signature]  
Notary Public

My Commission Expires: 2-9-2011

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that whose name is **Linda Campbell** 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 25 day of March, 2011.

[Signature]  
Notary Public

My Commission Expires: 2-9-2011

**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.