

6/17/05 12:23:26 P.04
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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and return to
The Lowrance Law Firm
5100 Poplar Ave. Suite 2200
Clark Tower
Memphis, TN 38137
(901) 761-1212

**DURABLE POWER OF ATTORNEY
TO PURCHASE REAL PROPERTY**

THE STATE OF TENNESSEE
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Michael Farien, of the County of Shelby, State of Tennessee, as of this date and by this document do nominate, constitute, and appoint Mary Farien of Shelby County, Tennessee, my true and lawful attorney-in-fact, to act in, manage, and conduct all of my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or concur with persons jointly interested with me in the doing or executing of every act, deed, or thing I could do or execute in connection with the exercise of the power granted herein, including all or any of the following acts, deeds and things:

1. To acquire, purchase or execute any contract to purchase, on such terms and for such consideration as my said agent shall deem proper, the hereinafter described real property (hereinafter referred to as the "Property") together with all improvements and personal property situated thereon, to-wit:
8911 Oak Grove, Olive Branch, Mississippi 38654
2. To pay all cost, expenses or other claims; to make, sign, execute, acknowledge and deliver a Note and Deed of Trust/Mortgage covering the Property to or for my benefit and to bind me pursuant thereto, on such form or forms and pursuant to such terms as provided by the lender;
3. To accept a Deed to the Property in my place and stead, said Deed retaining a Vendor's Lien additionally securing the above Note and Deed of Trust/Mortgage;
4. For me and in my place and stead to execute any and all instruments pursuant to such Loan, Note and Deed of Trust, including, but not limited to, closing statements, disclosure statements, water district notices, waivers as may be required incident to or pursuant to such loan;
5. To take, hold, possess, convey, lease, let, or otherwise manage any or all of my real, personal, or mixed property, or any interest in it or pertaining to it; to eject, remove, or relieve tenants or others persons from, and recover possession of, this Property by all lawful means; to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part of it; and to dedicate easements;
6. To make, endorse, guarantee, accept, receive, sign, seal, execute, acknowledge, and deliver assignments, agreements, certificates, hypothecations, checks, notes, mortgages, deeds of trust, bonds, vouchers, receipts, releases, and such other instruments in writing of whatever kind or nature, as may be proper;
7. To make deposits or investments in or withdrawals from any account, holding or interest which I may now or in the future have, or be entitled to, in any banking, trust, or investment institution, including postal savings depository offices, credit unions, savings and loan associations, and similar institutions; to exercise any right, option, or privilege pertaining to it or them, including, but not limited to, the authority to borrow money; and to open or establish accounts, holdings, or interest of whatever kind or nature, with any of these institutions, in my name or in the name of my attorney-in-fact or in our names jointly, either with or without right of survivorship;
8. To engage and dismiss agents, counsels, attorneys, accountants, and employees, and to appoint and remove at pleasure any substitute for, or any agent of, my attorney-in-fact in respect to all or any of the matters or things mentioned in this document and upon any terms that my attorney-in-fact shall think fit, in connection with the Property;
9. To do any and all other acts as may be necessary to complete the purchase of the Property;

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GIVING AND GRANTING to this attorney-in-fact full power and authority to do and perform every act, deed, matter, and thing whatever in and about my estate, property, and affairs, as fully as I might or could do if personally present, the above especially enumerated powers being in aid and exemplification of the full, complete, and general power granted in this document, and not in limitation or definition of those powers; and by this document ratifying all that my attorney-in-fact shall lawfully do or cause to be done.

This Power of Attorney shall not terminate on disability of the principal and shall survive and continue in full force and effect, should I for any reason be declared insane, or should I be physically unable to take any such actions, or incompetent, hereby ratifying and confirming all acts performed by my attorney-in-fact irrespective of my future mental condition. The attorney-in-fact is hereby authorized to indemnify and hold harmless any third party who accepts and acts under this Power of Attorney.

The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on the date of execution of this instrument, and all such rights, powers and authority shall remain in full force and effect thereafter until this Power of Attorney is revoked or terminated by my actual written notice, provided such notice is placed in the U.S. Mail and sent certified, return receipt requested to:

Lender: First Horizon Home Loan Corporation
Address: 4000 Horizon Way
Irving, TX 75063

Att: _____

or to any other third party by a duly filed revocation or termination with the County Clerk of Shelby County, Tennessee.

Signed this 8th day of June, 20 05.

Michael R. Farien
PRINCIPAL Michael Farien

Michael Farien
Printed Name

STATE OF Tennessee

COUNTY OF Shelby

The foregoing instrument was acknowledged before me on this, the 8th day of June, 20 05, by Michael Farien, who declared the same to be the person/persons granting of a Durable Power of Attorney.

Emily C. Kennedy
Notary Public, State of Tennessee

emily c Kennedy
Printed Name of Notary

My Commission Expires: 4-29-08

