

~~When recorded return to:~~

Peter and Donna Smith
6300 Nance Place
Olive Branch, MS 38654

Return To:

NFG Lender Services
3850 Royal Avenue
Simi Valley, CA 93063
877-262-5504

Specific Power of Attorney

State of Mississippi Pennsylvania
County of Desoto NORTHAMPTON

KNOW ALL MEN BY THESE PRESENTS that I Donna M Smith, the undersigned, a resident of Desoto County, State of Mississippi, does hereby nominate, constitute, and appoint Peter L Smith as my true and lawful Attorney-in-Fact, to act in my name, place, and stead in any way which I could do, if personally present, to the extent permitted by law including the signing of a Promissory Note in the original principal amount of \$250,000.00, and the Security Instrument evidencing the aforesaid debt in favor of the Lender, CBC National Bank, ISAOA/ATIMA, at an annual interest rate of 4.250% and for a term of 360 months securing a lien on the real property located at 6300 Nance Place Olive Branch, MS 38654, as the same is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

My said Attorney-in-Fact is empowered to **refinance** said real property on such terms and conditions as said Attorney-in-Fact may deem advisable and to do in my name, place, and stead all things which said Attorney-in-Fact deems necessary to **refinance** said real property herein described including any and all interest therein and or improvements located thereon, including specifically the following:

- I. To execute and deliver deeds, with or without warranty, all closing documents, including but not limited to, closing statements, certifications, acknowledgments, agreements, notes, instruments to secure debt, truth-in-lending disclosure statements, and other consumer credit protection disclosures, and other documents of every kind and character necessary and or incidental to consummate the **refinance** of the above-referenced property and the acquisition of a loan secured by an instrument to secure debt encumbering the above-referenced property; upon such terms and conditions that my said Attorney-in-Fact may deem desirable or advantageous. My said Attorney-in-Fact shall further have the power and authority to amend, modify, change, or supplement any sales contract, if necessary or incidental for the consummation of the purchase of the above referenced property;
- II. To sign, endorse, receive, deposit, or issue monies, checks, notes, or other obligations or instruments;
- III. To execute any other instruments under seal, which may reasonably be required for the **refinance** and closing of said property;
- IV. To make any adjustments, on closing of said property, for interest, taxes, assessments, insurance, utilities, sewage, or any other amounts and to receive or pay out any money that may be necessary as a result of any such adjustments;
- V. To do any and all other acts or things related to said real property that might reasonably be done in **refinancing** said property.

In the event of my incompetence, insanity, or any other legal disability, I hereby declare that any acts performed by my said attorney pursuant to this Power of Attorney during such period of incompetence, insanity, or other legal disability shall be and remain binding on me, my legal guardians, and legal representatives in the same manner that such acts may have been binding on me had I not been incompetent, insane or legally disabled.

This Power of Attorney shall remain in full force and effect during such period of incompetence, insanity, or legal disability until such time as my legal guardian or legal representative revokes this Power of Attorney by a written instrument signed and dated by said guardian and such revocation is filed in the office of the Clerk of the Superior Court in the county where such property which is the subject hereof is located or if this Power of Attorney is terminated by a lawful judicial proceeding and such revocation is filed in the office of the Clerk of the Superior Court in the county where such property which is the subject hereof is located.

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Mellon*

Third parties may rely upon the representations of my Attorney-in-Fact as to all matters relating to any power granted to my attorney and no person who may act in reliance upon the representation of my attorney or the authority granted to my attorney shall incur any liability to me or my estate as a result of permitting my attorney to exercise any power.

To induce a third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this Power of Attorney may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The invalidity of any one or more phrases, clauses, sentences, or paragraphs of this Power of Attorney shall not affect the enforceability of any remaining part or parts of the Power of Attorney; all of the phrases, clauses, sentences, and paragraphs hereof are inserted conditional on their being deemed valid by a court of competent jurisdiction; and in the event that any one or more of the phrases, clauses, sentences, or paragraphs herein contained shall be held to be unenforceable, then the remaining non-offensive portions of this Power of Attorney shall be construed as if such unenforceable phrases, sentences, or paragraphs had not been inserted herein.

I hereby declare that any act or thing lawfully done hereunder by my said Attorney-in-Fact shall be binding on me, my heirs, representatives, and assigns, and I hereby ratify and confirm everything my Attorney-in-Fact shall do by virtue of this Power of Attorney.

This Power of Attorney shall remain in effect 90 days following its date of execution or upon the revocation by written instrument executed by me, which is recorded in the office of the Clerk of the Superior Court in which the subject property is located, whichever event occurs first.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to the Power of Attorney this 15 day of September, 2011.

Signed, sealed, and delivered in the presence of:

[Signature]
1st Unofficial Witness

[Signature] (SEAL)
Grantor

[Signature]
2nd Unofficial Witness (if required by state)

Sworn and subscribed before me this 15th day of September, 20 11.

[Signature]
NOTARY PUBLIC
My commission expires _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna L. Zainer, Notary Public
Moore Twp., Northampton County
My Commission Expires Oct. 30, 2013
Member, Pennsylvania Association of Notaries



SCHEDULE "A"

THE LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI,
MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT 53, WEDGEWOOD FARMS SUBDIVISION, SECTION B, PHASE 1, LOCATED
IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 7 WEST, AS PER PLAT
RECORDED IN PLAT BOOK 63, PAGE 12, IN THE OFFICE OF THE CHANCERY
CLERK OF DESOTO COUNTY, MISSISSIPPI.

PID # 1077351500005300