

2/08/12 9:05:34
DK P BK 149 PG 484
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

SPECIFIC DURABLE POWER OF ATTORNEY

[Space Above This Line For Recording Data]

Lot 23 section A Parkway Village
After Recording Return To:

Prepared By: Bank of America NA
101 South Tryon Street
Charlotte, NC 28255

Recording Requested By & Return To: *ev*
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 *190 7961*
724-857-5890

NOTICE: IF YOU HAVE ANY QUESTIONS ABOUT THE POWERS YOU ARE GRANTING TO YOUR AGENT AND ATTORNEY-IN-FACT IN THIS DOCUMENT, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Section: A
Block: _____

Lot: 23 Parkway Village
Unit: _____

Specific Durable Power of Attorney
1U015-XX (12/07)(d/i)

Page 1 of 4



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CASE #: MS2813581816703

DOC ID #: 00020462802304009

I, Rodger D. CLARK,

whose address is

173 N PARKWAY ST

HERNANDO, MS 38632,

appoint Patricia P. Clark

whose address is

173 N Parkway, Hernando MS 38632

as my agent and attorney-in-fact ("Agent") to act for me in any lawful way with respect to applying for and consummating financial transactions involving the Property (described below).

1. PROPERTY

The Property is described as:

and has an address of
173 N PARKWAY ST
HERNANDO, MS 38632-1623

CASE #: MS2813581816703

DOC ID #: 00020462802304009

2. AGENT'S AUTHORITY*(YOU MUST CROSS OUT ALL POWERS YOU WISH TO WITHHOLD FROM YOUR AGENT)*

I hereby authorize my Agent to do all acts necessary to obtain financing and pledge the Property as security on my behalf for the following purposes:

- Purchase the Property
- Refinance to pay off existing liens on the Property
- Construct a new dwelling on the Property
- Improve, alter or repair the Property
- Withdraw cash equity from the Property
- Establish a line of credit with the equity in the Property

3. SPECIAL INSTRUCTIONS

VA Loan: In the event my Agent applies for a loan on my behalf that is guaranteed by the Department of Veterans Affairs: (1) all or a portion of my entitlement may be used; (2) if this is a purchase transaction, the price of the Property is \$ 0 . 00 ; (3) the amount of the loan to be secured by the Property is \$ 156 , 400 . 00 ; and (4) I intend to use and occupy the Property as my home. My Agent is authorized to sign the loan application, receive federal-, state- and investor-required disclosures, and sign all documents necessary to consummate the loan on my behalf.

FHA Loan: I intend to use and occupy the Property as my home. My Agent is authorized to sign the loan application (only if I am incapacitated), receive federal-, state- and investor-required disclosures, and sign all documents necessary to consummate the loan on my behalf.

Conventional Loan: My Agent is authorized to sign the loan application, receive federal-, state- and investor-required disclosures, and sign all documents necessary to consummate the loan on my behalf.

4. GENERAL PROVISIONS

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED BY ME. Any third party who receives a copy of this Power of Attorney may act under it. Revocation of this Power of Attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party due to reliance on this Power of Attorney.

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THIS POWER OF ATTORNEY IS NOT AFFECTED BY MY SUBSEQUENT DISABILITY OR INCAPACITY.

I HEREBY RATIFY AND CONFIRM ALL THAT MY AGENT MAY LAWFULLY DO OR CAUSE TO BE DONE BY VIRTUE OF THIS POWER OF ATTORNEY AND THE RIGHTS, POWERS AND AUTHORITY GRANTED HEREIN.

Rodger D. Clark ^{Am} May 29, 2009
Principal Date
RODGER D. CLARK

Paula Bice 4-29-09
Witness PAULA C BICE Date

Stephanie Unruh 4-29-09
Witness STEPHANIE UNRUH Date

WARNING TO AGENT: THE AGENT AND ATTORNEY-IN-FACT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Notary Public must ensure the acknowledgment is in correct form.

STATE OF Tennessee
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 29th day of April 2009
Bette B. Jacobs
Notary Public

Specific Durable Power of Attorney
1U015-XX (12/07)

My Commission Expires Oct. 12, 2011



Exhibit "A"
Legal Description

ALL THAT PARCEL OF LAND IN CITY OF , DE SOTO COUNTY, STATE OF MISSISSIPPI, AS MORE FULLY DESCRIBED IN DEED BOOK 473, PAGE 224, ID# 3081127540002300, DESCRIBED AS FOLLOWS:

LOT 23, SECTION A, PARKWAY VILLAGE SUBDIVISION, IN SECTION 12, TOWNSHIP 3 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGES 51-52, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

BY FEE SIMPLE DEED FROM JIMMY D. TERRY AND PHYLLIS E. TERRY AS SET FORTH IN DEED BOOK 473, PAGE 224 DATED 05/27/2004 AND RECORDED 05/28/2004, DE SOTO COUNTY RECORDS, STATE OF MISSISSIPPI.

Tax/Parcel ID: 3081127540002300