

LIMITED DURABLE POWER OF ATTORNE.

STATE OF ALABAMA}
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS, that Lindsay E. Korth, whose address is 20975 Constitution St. Southfield M., (hereinafter referred to as "Principal") does by these presents make, constitute and appoint, Patrick J. Korth and/or his designated representative as my true and lawful agent(s) and Attorney-in-Fact (hereinafter referred to as "Agent") to do and perform for me and in my name, place and stead, and for my use and benefit, to execute the promissory note, mortgage, lien waiver and any and all documents necessary to obtain Construction and Permanent Mortgage Loans on the below described property being more particularly described as the following real estate, situated in Shelby County, Alabama:

Lot 209, according to the Map of Highland Lakes, 2nd Sector, an Eddleman Community, as recorded in Map Book 20, Page 150, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private road ways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, as recorded in Instrument #1994-07111 and amended in Inst. #1996-17543 and further amended in Inst. # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision 2nd Sector, as recorded in Instrument No. 1995-10298 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

including, but not limited to the Note, Mortgage, any applicable Riders thereto, Settlement Statement, HUD Certification, FNMA 1009 Affidavit and Agreement, Name Affidavit, Compliance Agreement, Truth in Lending Statement, Lien Waiver and any other documents required for said loan for the above described property to GMAC Mortgage, its successors and/or assigns, as there interest may appear, first mortgage loan to be in the amount of Three Hundred Thirty-Four Thousand Three Hundred Dollars (\$334,300.00) amortized over a term of 30 years with an adjustable interest rate based on the London Interbank Offered Rate (LIBOR rate) with an initial interest rate of 5.25% and a second mortgage home equity line of credit in the amount of Sixty-Two Thousand Seven Hundred Dollars (\$62,700.00) amortized over a term of 15 years with an interest rate based on prime plus a margin of 2.75.

I further give and grant unto my said Attorney-in-Fact and 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 I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue hereof.

This power of attorney shall not be effected by disability, incompetency or incapacity of Principal.

The execution and delivery by Agent of any conveyance, paper, instrument or document in my name and behalf shall be conclusive evidence of Agent's approval of the consideration therefore and of the form and contents thereof, and that the Agent deems the execution thereof on my behalf necessary or desirable.

20031218000815230 Pg 2/2 14.00 Shelby Cnty Judge of Probate, AL 12/18/2003 13:11:00 FILED/CERTIFIED

IN WITNESS WHEREOF, the u	indersigned has executed this limited power of attorney on this
the	
Howard Koch Witness	Lindsay E. Korth
STATE OF ALABAMA }	
COUNTY OF JEFFERSON }	
Lindsay E. Korth, whose name is signacknowledged before fme on this day that the same voluntarily on the day the same Given under my hand this	NOTARY PUBLIC Day of November, 2003.
(AFFIX SEAL)	My commission expires: 1/17/07
This instrument prepared by:	
Clayton T. Sweeney, Attorney at Law	
2700 Highway 280 East, Suite 160	
Birmingham, AL 35223	