

20050902000455740 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
09/02/2005 02:21:30PM FILED/CERT

Record and Return ☒ by Mail ☐ by Pickup to:
Wells Fargo Home Mortgage Final Documents
1000 Blue Gentian Road MAC X9999-01M
Eagan, MN 55121

REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY
(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:
24 Scott Drive

Street Address

Leeds, AL 35094 Shelby ("Present Address").
City State Zip County

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

<u>New</u>	<u>2005</u>	<u>Southern Energy Homes</u>
New/Used	Year	Manufacturer's Name
<u>ZDW-400</u>	<u>DSEAL16962 A & DSEAL16962 B</u>	<u>70x27.6</u>
Model Name/Model No.	Manufacturer's Serial No.	Length/Width

permanently affixed to the real property located at 102 Lakeview Drive

Street Address

Leeds, AL 35094 Shelby ("Property Address") and as more
City State Zip County

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, Wells Fargo Bank N.A., ("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated August 25, 2005 executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or

mt. 

other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

m.i. 

WITNESS my hand and seal this 25th day of August, 2005

Michael E. Towery
Borrower

Terri D. Robert
Witness

Michael E Towery
Printed Name

Carolyn N. Towery
Borrower

Terri D. Robert
Witness

Carolyn N. Towery
Printed Name

STATE OF ALABAMA)
COUNTY OF SHELBY) ss.:

On the 25th day of August in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael E. Towery and Carolyn N. Towery, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Terri D. Robert
Notary Signature
Terri D. Robert
Notary Printed Name


Notary Public; State of Alabama
Qualified in the County of Shelby
My commission expires: _____
Office Seal: _____

**My Commission Expires
January 22, 2008**

Drafted By: Youlanda Rogers

Loan Number: 0051690832

EXHIBIT A


20050902000455740 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
09/02/2005 02:21:30PM FILED/CERT

Property Description

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 33, Township 17 South, Range 1 East, being more particularly described as follows:

Commence at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 33, Township 17 South, Range 1 East, Shelby County, Alabama; thence run Southeasterly along the diagonal line, being the Northeast line of Southwest $\frac{1}{2}$ of the Northeast Quarter of the Northeast Quarter of said Section 33, a distance of 979.43 feet to the point of beginning of parcel herein described; thence continue Southeasterly along last described course a distance of 215.13 feet; thence turn right 89 degrees 39 minutes 48 seconds and run Southwesterly a distance of 105.11 feet; thence turn right 24 degrees 35 minutes 33 seconds and continue Southwesterly a distance of 225.83 feet; thence turn right 111 degrees 20 minutes 41 seconds and run Northerly a distance of 307.12 feet; thence turn right 89 degrees 30 minutes 00 seconds and run Easterly a distance of 129.74 feet to the point of beginning.

Situated in Shelby County, Alabama.

The above-described real property includes a manufactured home permanently affixed to said land. Said home is described as follows:

Year: 2005

Manufacturer: Southern Energy Homes

Model: ZDW-400

Serial Numbers: DSEAL16962A and DSEAL16962B

Size: 76x27.6

MT. 