



20060626000304850 1/8 \$33.00
Shelby Cnty Judge of Probate, AL
06/26/2006 11:14:38AM FILED/CERT

RECORDING REQUESTED BY:

LSI - North Recording Division

WHEN RECORDED MAIL TO:

LSI - North Recording Division
5029 Dudley Blvd.
McClellan, CA 95652

ELS # 2300150

Power of Attorney

RECORDING REQUESTED BY
LSI, a division of Chicago Title Insurance
Company
700 Cherrington Parkway
Coraopolis, PA 15108

When recorded mail to: **2300150**
LSI - North Recording Division
5029 Dudley Blvd
McClellan, CA 95652
(800) 964-3524

LIMITED POWER OF ATTORNEY

Caution: this is an important document. It gives the person whom you designate (your "Agent" also called "Attorney in Fact") broad powers for a specific transaction, to handle your property during a certain period of time, which may include powers to mortgage your real property with advance notice to you by web based closing. These powers will continue to exist even after you have become disabled or incompetent. This document does not authorize anyone to make medical or other health care decisions. You may execute a different document, a health care proxy to do this. If there is anything about this form that you do not understand, you should ask an attorney to explain it to you.

BE IT KNOWN, that Steven R. Mitchell
a/k/a Steve Mitchell
and
Martha A. Mitchell

**RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE**

whose address is 3741 Kinross Dr
Birmingham, AL 35242

has made and appointed, and by these presents does make and appoint the following persons who are employees of LSI, namely: Greg Perdziola, Shannon Obringer, Donald Komoroski, Rickard Callen, Chris Kane, Chris Jeram and TJ Fazikas each of whom may act separately, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis PA 15108, my/our true and lawful attorney in fact (also called agent) for them and in their name, place and stead, for the following specific and limited purposes:

- (1) Refinancing of the Real Estate located at 3741 Kinross Dr, Birmingham, AL 35242, and to be refinanced with Ing Direct - Home Equity-ohel, said refinancing to occur on or about May 26, 2006 in an amount approximately \$ 150,000.00 .
- (2) To mortgage, finance, refinance, hypothecate, assign, transfer, and in any manner deal with the real estate to effectuate the above referenced refinancing (which may also be called "banking transactions" under state statute);
- (3) To execute, acknowledge, and deliver escrow instructions, and all Closing Documents which including but not limited to: Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary

or requested as part of this transaction by Title Insurer, Lender or the other parties to the transaction, those documents needed by governmental and taxing authorities, covenants, agreements and assignments of agreements, assignments of mortgages, assignments of deeds of trust, to secure the referenced indebtedness, lien waivers, encumbrance or waiver of homestead and any marital rights necessary to obtain the financing, settlement statements, truth in lending disclosures, loan applications, HUD 1 and other written instruments of whatever kind and nature, all upon such terms and conditions as said attorney in fact (also called agent) shall approve.

Further giving and granting said attorney in fact (also called agent), full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall become effective immediately, and shall not be affected by my subsequent disability, incapacity or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue until the Mortgage/Deed of Trust is recorded in the appropriate office. I may revoke this Power of Attorney at any time by providing written notice to my Attorney in Fact (also called agent), however such revocation shall not be effective as to third parties acting in reliance upon this Power of Attorney if recorded, unless and until the revocation is similarly recorded in the same county and state registry or other established records for the recording of Powers of Attorney. This Power of Attorney is limited to a specific refinance, and the powers noted shall continue only through and including any post closing corrections, amendments and follow up procedures, but shall cease when the refinance and all post-closing matters are fully accomplished.

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 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, 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.

Dated 5/25/, 2006 at _____,

Steven R. Mitchell

Partial Password 0150

Steven R. Mitchell

Steven R. Mitchell

a/k/a Steve Mitchell

Martha A. Mitchell

Martha A. Mitchell

State of Alabama

County of Shelby

On 05/25/06
DATE

before me, Matthew C Campbell, Notary Public
NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Steven R. Mitchell a/k/a Steve Mitchell Martha A. Mitchell

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Matthew C Campbell
SIGNATURE OF NOTARY PUBLIC
MY COMMISSION EXPIRES DECEMBER 13, 2009

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNEDER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY IN FACT
☐ TRUSTEE
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

State of Alabama

County of Shelby

On 05/25/06
DATE

before me, Matthew C Campbell, Notary Public
NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Steven R. Mitchell a/k/a Steve Mitchell Martha A. Mitchell

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY
MY COMMISSION EXPIRES DECEMBER 13, 2009

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNEER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY IN FACT
☐ TRUSTEE
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

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Witness: Matthew Campbell

printed name of witness: Matthew Campbell
(if required)

Witness: Tara Neill

printed name of witness: Tara Neill
(if required)

Specimen signature of AGENT/Attorney in Fact:

Shannon Obringer
SHANNON obringer

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, AGENT, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law., when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Shannon Obinger
AGENT

Shannon Obinger
Signature of Attorney-in-Fact

5-26-06
Date

Loan # : 17354459
Borrower : Martha A Mitchell
Steve V Mitchell


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Exhibit A

LEGAL DESCRIPTION

The following described real estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 35, according to the Map of Brook Highland, 1st Sector, as recorded in Map Book 12 page 62A & B, in the Probate Office of Shelby County, Alabama.

Being the same parcel conveyed to Steven R. Mitchell and Martha A. Mitchell from David P Cowden and Betsy R. Cowden, by virtue of a deed dated 9/4/2001, recorded 9/7/2001, as instrument no. 2001-38750 county of Shelby, state of Alabama.

Assessor's Parcel No: 03-9-30-0-002-028-000