



20080612000239260 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
06/12/2008 09:53:24AM FILED/CERT

LIMITED POWER OF ATTORNEY

The undersigned borrower(s) whether one or more each referred to below as "I" or "me" residing at
373 MOONEY RD RD Apt. 11, COLUMBIANA, AL 35051

("Present Address") is/are the Buyer(s)/Owner(s) of the following manufactured home:

2007 28 x 52 RIVER BIRCH
MOD0410-2
RB07AL11719AB

which is now or will be permanently affixed to the real property located at:
402 QUAIL RIDGE LN, WILSONVILLE, AL 35186

("Property Address"), as more particularly described on Page 3 attached hereto (the "Real Property"), do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, U.S. Bank N. A., (" U.S. Bank N. A. "), 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 U.S. Bank N. A. '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 06/02/08 executed by the undersigned in favor of U.S. Bank N. A. ;
- (2) to complete, execute and deliver, in my name or in U.S. Bank N. A. 's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the manufactured home designated above, and to have U.S. Bank N. A. (or its designee) designated as lienholder on the certificate of title for the manufactured home;

(continued next page)


This instrument prepared by (name and address) <u>U.S. Bank N. A.</u> <u>5787 Chesapeake Court, Suite 205 San Diego, CA 92123</u> Signed in KY <u></u>

MB *Alb*

- (3) to complete, execute and deliver in my name or U.S. Bank N. A. '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 real estate described on Exhibit A 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 U.S. Bank N. A. '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 U.S. Bank N. A. 's security interest in the manufactured home, the Property and any other property sold with it.

The undersigned borrowers 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 for the manufactured housing unit may not be available. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon receipt of the serial number, I understand and agree that the above items may be completed and corrected 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 Power of Attorney in connection with a loan/financing to be given by U.S. Bank N. A. and to induce to U.S. Bank N. A. make the financing available. It is coupled with an interest in the transaction and is irrevocable. This power of attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto said Attorney-in-Fact 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.


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MB *Abb*

DESCRIPTION OF THE REAL PROPERTY

EXHIBIT "A" – LEGAL DESCRIPTION

RE: Loan Number: 00000511877819
 Borrower(s): Melissa J. Brooker and Arlie E. Benson
 Property Address: 402 Quail Ridge Lane, Wilsonville, AL 35186

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 1 EAST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO KAY BENSON, RECORDED IN INSTRUMENT NUMBER 2003-53620 OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE S 00 DEG. 18' 15" E ALONG THE WEST LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 583.73 FEET TO THE POINT OF BEGINNING; THENCE N 89 DEG. 30' 39" E A DISTANCE OF 153.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF QUAIL RIDGE LANE; THENCE S 15 DEG. 55' 42" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 236.13 FEET TO A POINT; THENCE S 16 DEG. 22' 07" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 36.15 FEET TO A POINT; THENCE S 73 DEG. 37' 53" W A DISTANCE OF 148.77 FEET TO A POINT; THENCE N 15 DEG. 54' 49" W A DISTANCE OF 314.41 FEET TO THE POINT OF BEGINNING. ACCORDING TO THE FEBRUARY 15, 2008 MORTGAGE SURVEY BY WHEELER SURVEYING AND MAPPING.

NOTE: THE ABOVE-DESCRIBED REAL PROPERTY INCLUDES THE FOLLOWING: ONE (1) 2007 RIVER BIRCH, MODEL MOD0410-2 28' X 52' MANUFACTURED HOME / SERIAL NO.: RB07AL11719A AND RB07AL11719B, WHICH IS PERMANENTLY AFFIXED TO SAID REAL PROPERTY.

Tennessee: Source of title reference

Virginia: Tax map reference number

Virginia and Kentucky: Parcel Identification Number



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MB *Deb*

Signatures:

X Melissa J. Brooker
Name: MELISSA J BROOKER

Signatures:

X _____
Name:

Signatures:

X Archie E. Benson
Name: ARLIE E BENSON

Signatures:

X _____
Name:

ACKNOWLEDGMENT: State of Alabama County of Jefferson SS

Before me, a Notary Public, this 2nd day of June, 2008, personally
appeared MELISSA J BROOKER
ARLIE E BENSON

the Borrowers named in the foregoing document, with whom I am personally acquainted, (or who proved his/her/their identity to me by satisfactory evidence) and who acknowledged to me the execution of the foregoing Limited Power of Attorney as his, her or their free act and deed and for the purposes stated therein.

My commission expires: 8/19/08

X Donna Wynn
Notary Public

Name: Donna Wynn

Notary's County: Jefferson
(State of Alabama at Large)

After recording please return to:

U.S. Bank N. A.
5787 Chesapeake Court, Suite 205 San Diego, CA 92123