

RECORDING REQUESTED BY:

LSI

700 Cherrington Parkway
Coraopolis, PA 15108

Return To:

4903894



LSI-LPS
Recording Department
700 Cherrington Parkway
Coraopolis, PA 15108

NON DURABLE POWER OF ATTORNEY

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT" OR "ATTORNEY IN FACT" HEREINAFTER CALLED "AGENT/AIF") BROAD POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC TRANSACTION DURING A CERTAIN PERIOD OF TIME, WHICH INCLUDE POWERS TO PROMISE TO REPAY A DEBT WITH INTEREST AND MORTGAGE YOUR REAL PROPERTY FOLLOWING YOUR REVIEW OF YOUR LOAN DOCUMENTATION DURING A LOAN CLOSING TO BE CONDUCTED ON THE INTERNET. WITH RESPECT TO ANY LOSS OF, MISPLACEMENT OF, INACCURACY IN, OR FAILURE TO SIGN ANY LOAN DOCUMENTATION, YOUR AGENT/AIF WILL CONTINUE TO HAVE THESE POWERS AFTER THE LOAN CLOSING, FOR THE LIMITED PURPOSE TO REPLACE OR CORRECT SUCH LOAN DOCUMENTATION. IF THE ATTORNEY IN FACT HAS ACTUAL KNOWLEDGE OF ANY INCOMPETENCE BEFORE, DURING OR AFTER CLOSING, THE POWERS CONTAINED HEREIN WILL CEASE TO EXIST. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. ALTHOUGH USING A LIMITED POWER OF ATTORNEY DESIGNATING YOUR AGENT/AIF SHOULD MAKE YOUR LOAN CLOSING MORE CONVENIENT, YOU ARE NOT REQUIRED TO SIGN THIS DOCUMENT IN ORDER TO OBTAIN YOUR LOAN. BEFORE YOU DECIDE WHETHER TO SIGN OR IF YOU DO NOT UNDERSTAND THE PURPOSE OR EFFECT OF THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

BE IT KNOWN, that I, William H Hamilton and Dana R Poss

Whose residence address is: 6416 OLD HIGHWAY 280
STERRETT, AL 35147

Make and appoint the following persons who are employees of LSI, namely: Deanna Dixon, Greg Perdziola, James Greene, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis, PA 15108. Each of my agents may exercise the powers conferred in this power of attorney separately, without the consent of the other agent. My agents may delegate the powers, tasks and duties to one of the other agents but to no other person. My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes:

(A) Refinancing and/or home equity financing of the Real Estate located at 6416 OLD HIGHWAY 280, STERRETT, AL 35147 and legally described as (the "Property"):

(B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at : 6416 OLD HIGHWAY 280, STERRETT, AL 35147 to effectuate the above referenced refinancing and banking transactions with Wachovia Mortgage, FSB (hereinafter called "Lender"). See attached Exhibit A for full legal description.

(C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

- a. 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 the title insurer, lender or other parties to the transaction;
- b. those documents needed by governmental and taxing authorities;
- c. lien waivers, subordination/waiver of homestead and any marital rights necessary to obtain the financing; and
- d. escrow instructions, closing or settlement statements, truth in lending disclosures (including notice of my right to rescind the credit extension, if applicable), loan applications, HUD-1 and other written instruments relating to the transaction.

(D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same located at 6416 OLD HIGHWAY 280, STERRETT, AL 35147.
ELS Order # 4903894.

Further giving and granting said Agent/AIF, 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 is effective immediately and is limited to the specific transaction described above. This Power of Attorney shall not be effective in the event of my disability or incapacity. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at Closing Stream Department C/O LSI, 700 Cherrington ParkwayCoraopolis, PA 15108. When the Power of Attorney is recorded, any revocation will not be effective as to third parties until the revocation is recorded in the same county or other established governmental authority for the recording of Powers of Attorney. This Power of Attorney will terminate upon the proper recording of all documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction, except with respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation. With respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation, these powers will continue to exist for the limited purpose to replace or correct such documentation.

Conflict of Interest Disclosure. My Agent/AIF can enter into transactions with me or on my behalf in which my Agent/AIF is personally interested as long as the terms of the transaction are fair to me and I have agreed to such an action. I also understand that LSI receives fees for escrow and title services from the closing. I further understand that these fees will be detailed on my Settlement Statement that accompanies my loan documents.

I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.

TO INDUCE ANY THIRD PARTY TO ACT, I AGREE THAT ANY THIRD PARTY RECEIVING AN EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT ON THIS INSTRUMENT. ANY REVOCATION OR TERMINATION OF THIS INSTRUMENT WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNTIL SUCH THIRD PARTY HAS ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH REVOCATION OR TERMINATION. I, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, 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 REASONABLY RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

I, William H Hamilton and Dana R Poss, the principal, sign my name to this power of attorney this 19th day of September, 2008, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: _____, 20____

Dated: 19 September, 2008

Dated: _____, 20____

Dated: _____, 20____

William H Hamilton

Dana R Poss

State of Georgia

County of Fulton

Subscribed, sworn to and/or acknowledged before me Cynthia W. Barrera by William H Hamilton and Dana R Poss, the principal(s), this 19th day of September, 2008 and 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 signatures(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.

Cynthia W. Barrera
SIGNATURE OF NOTARY

COMMISSION EXPIRES

6-15-12



Prepared By:
Shannon Obringer
LSI
700 Cherrington Pkwy
Coraopolis, PA 15108

I, William H Hamilton and Dana R Poss, the principal, sign my name to this power of attorney this 10th day of September, 20 08, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: Sept. 10th, 20 08



William H Hamilton

Dated: _____, 20____

Dana R Poss

Dated: _____, 20____

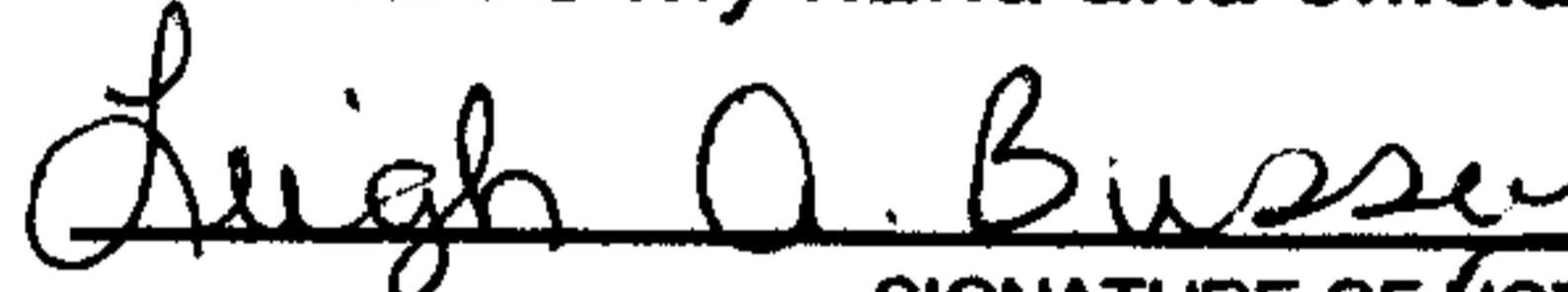
Dated: _____, 20____

State of Alabama

County of Shelby

Subscribed, sworn to and/or acknowledged before me Leigh A. Bussey by William H Hamilton and Dana R Poss, the principal(s), this 10th day of September, 20 08 and 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 signatures(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 OF NOTARY

COMMISSION EXPIRES 11-29-10



20080926000382890 4/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/26/2008 03:23:07PM FILED/CERT

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 Obringer
AGENT

Shannon Mungel
Signature of Attorney-in-Fact

9/19/08
Date



20080926000382890 5/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/26/2008 03:23:07PM FILED/CERT

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, Shannon Obringer, have read the attached power of attorney and am the person identified as the Agent/AIF for the Principal. I hereby acknowledge that when I act as Agent/AIF, I am given power under this Power of Attorney to make decisions about the refinancing the property belonging to the Principal, on the Principal's behalf, in accordance with the terms of this Power of Attorney. This Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, I am under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person's own affairs. If the exercise of my acts is called into question, the burden will be upon me to prove that I acted under the standards of a fiduciary. As the Agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others. As the Agent, my authority under this Power of Attorney will end when the Principal dies or becomes incompetent and I will not have authority to manage or dispose of any property or administer the estate. If I violate my fiduciary duty under this Power of Attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about this Power of Attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice. 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 an 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.

I will follow any instructions of the principal provided to me prior to or at the time of the loan closing to be conducted on the internet.

I will follow any closing instructions provided by LSI, the title insurer, lender, or other parties to the transaction related to the loan closing to be conducted on the internet

Specimen signature of AGENT/Attorney in Fact: Shannon Obringer

State of PENNSYLVANIA)

County of ALLEGHENY)

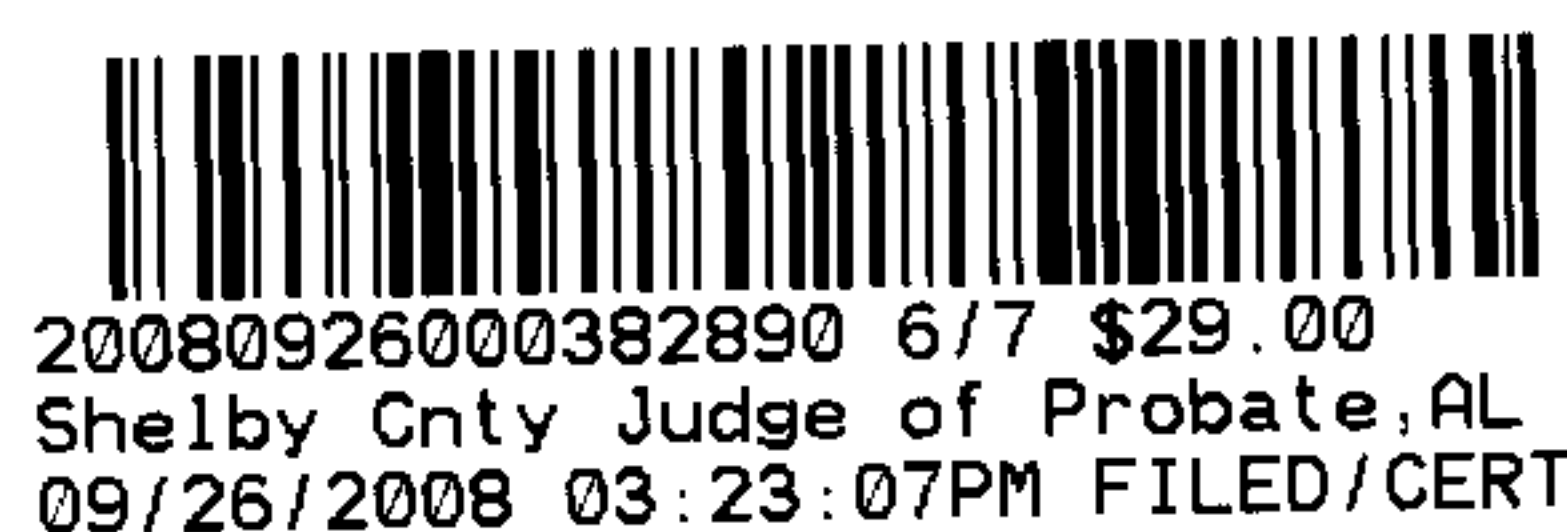
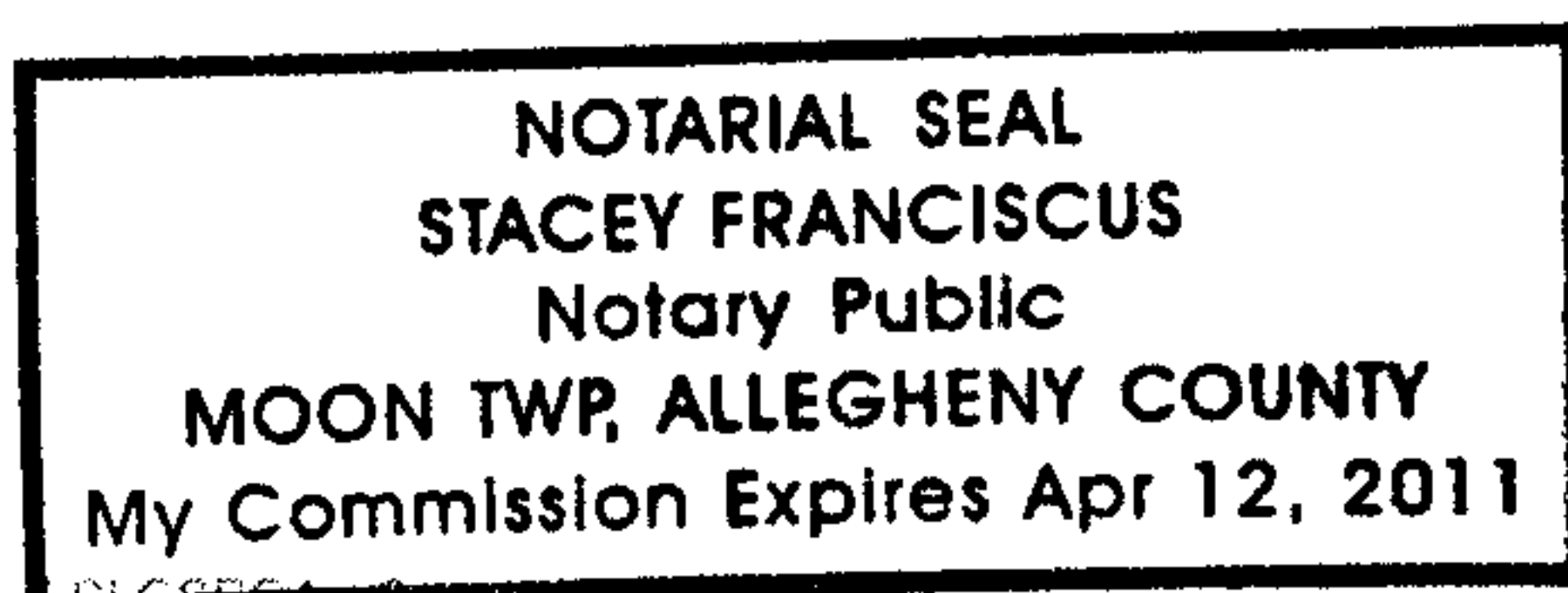
On this, the 19 day of SEPTEMBER, 2008, before me STACEY FRANCISCUS, the undersigned, personally appeared SHANNON OBRINGER Agent/Attorney in Fact who Subscribed, sworn to and/or acknowledged before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed 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 signatures(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

Notary Public

Stacey Franciscus
STACEY FRANCISCUS

My Commission Expires: 4-12-11




Order ID: 4903894

Loan No.: 4401170

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Commencing at the Northeast Corner of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 38 minutes 20 seconds West, a distance of 665.50 feet; thence South 0 degrees 00 minutes 08 seconds West, a distance of 469.34 feet for the point of beginning; thence continuing South along said line a distance of 318.60 feet; thence South 65 degrees 12 minutes 23 seconds West a distance of 27.72 feet; thence South 0 degrees 00 minutes 39 seconds West, a distance of 350.01 feet; thence North 65 degrees 11 minutes 14 seconds East, a distance of 32.71 feet; thence North 64 degrees 34 minutes 22 seconds East, a distance of 175.9 feet; thence North 11 degrees 23 minutes 24 seconds East, a distance of 176.77 feet; thence South 89 degrees 58 minutes 30 seconds East, a distance of 202.05 feet thence North 00 degrees 01 minutes 30 seconds East for 415.16 feet; thence North 89 degrees 35 minutes 53 seconds West for 330.42 feet to the point of beginning. Containing 4.08 acres more or less.


20080926000382890 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/26/2008 03:23:07PM FILED/CERT