

Prepared by and when recorded

Indexing Instructions: (See Attached)

Return to:


First South Farm Credit, ACA

P. O. Box 3288

Oxford, Alabama 36203

Attn: Jerry Lex Brown, Jr.

Phone: (256) 831-6778


20081223000475110 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
12/23/2008 03:34:10PM FILED/CERT

LIMITED POWER OF ATTORNEY

WHEREAS, First South Farm Credit, ACA (the "Participant")
has entered into a Certificate of Participation dated December 23, 2008, pursuant to which the Participant
purchased from Oxford-University Bank (the "Originator") a 100%
participation in Loan No. 092 001 348466-01 to David C.Oakes and April J. Oakes
(the "Borrower") in the original principal amount of \$130,481.00 (the "Loan"); and

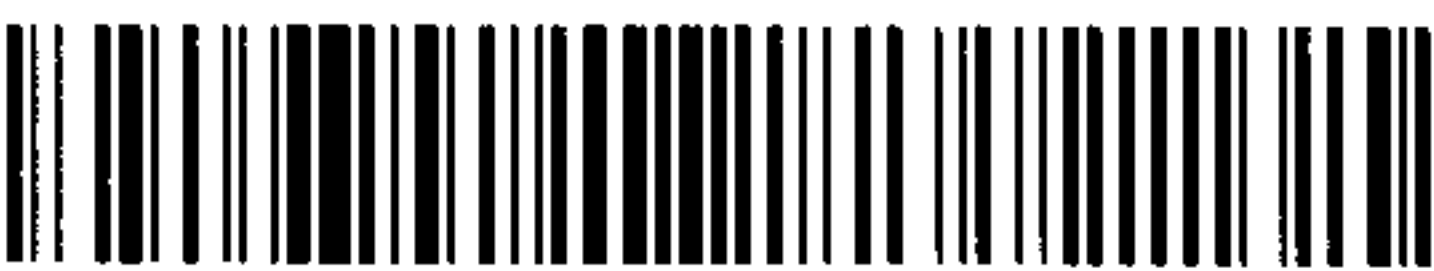
WHEREAS, the Loan is secured in whole or in part by the real estate more particularly described in Exhibit
A hereto, together with any and all improvements, fixtures, equipment, timber or minerals located thereto.

WHEREAS, the Originator desires to appoint the Participant as its agent and attorney-in-fact to act for the
Originator and on its behalf in all matters relating to the Loan.

KNOW ALL MEAN BY THESE PRESENTS, that the Originator hereby designates and appoints the
Participant, who has this date purchased a 100% participation interest in the Loan as its exclusive agent and
attorney-in-fact to act for it and on its behalf in all matters relating to the Loan. The Participant is hereby authorized
and empowered by the Originator to take all actions and execute any and all documents related to the Loan for and
on behalf of the Originator, having the effect as the Originator's official act and deed, including, without limitation,
the following:

- a. make or consent to any amendments in the terms and conditions of the Loan, or in the terms of the
note or notes evidencing the Loan, or in any security instrument securing the Loan or any other documents executed
in connection with the Loan;
- b. waive or release any claim against any obligor under the Loan;
- c. make or consent to any release, subordination, substitution or exchange of any collateral securing
the Loan;
- d. accelerate payment under the Loan and/or under any note or notes evidencing the Loan;
- e. commence or consent to the commencement of any type of collection proceeding against any
obligor of the Loan;
- f. seize, sell, transfer, assign, foreclose or attempt to exercise against the Loan or any collateral
securing the Loan;
- g. to take any action as the Participant deems necessary to secure or otherwise protect the
Originator's and the Participant's interest in any collateral securing the Loan ; or
- h. execute such assignments, terminations, releases, modifications, amendments and other
instruments and documents as may be necessary or appropriate with respect to the Loan.

WITNESS MY SIGNATURE, on this the 23rd day of December, 2008 .


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ORIGINATOR:

Oxford-University Bank

By: 
Its: Executive Vice President

STATE OF Mississippi

COUNTY OF Lafayette

Personally appeared before me, the undersigned authority in and for the said parish and state, on this 23rd day of December, 2008, within my jurisdiction, the within named Steve White, duly identified before me, who acknowledged that he or she is Executive Vice President of Oxford University Bank, the Originator of the above-referenced Loan, and for and on behalf of said corporation, and as its act and deed, he or she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC

My Commission expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 7, 2010
BONDED THRU STEGALL NOTARY SERVICE
(Affix official seal)

EXHIBIT "A"

PARCEL I:

Lot 4 of Weaver's Survey as recorded in Map Book 9, Page 153, in the Judge of Probate Office, Shelby County, Alabama, being more particularly described as follows:

LESS AND EXCEPT that part of Lot 4 being more particularly described as follows: Commence from the SE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township 21, Range 1 east; thence run northerly along the East line thereof for 258.03 feet; thence 88 degrees 46 minutes 29 seconds left run westerly 340.07 feet to the point of beginning; thence continue last described course for 195.83 feet to the easterly right of way of Shelby County Highway #5 and a curve concaved northeasterly, (having a radius of 1629.67 feet and a central angle of 6 degrees 50 minutes 56 seconds); thence 87 degrees 24 minutes 59 seconds right to chord of said curve run northerly along said curve and right of way a chord distance of 194.69 feet; thence 76 degrees 17 minutes 04 seconds right from said chord run northeasterly 203.34 feet; thence 104 degrees 09 minutes 04 seconds right run southerly 251.74 feet to the point of beginning.

PARCEL II:

Begin at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 21 South, Range 1 East; thence run easterly along the South line thereof 1325.44 feet to the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence 90 degrees 06 minutes 45 seconds left run northerly 825.00 feet; thence 89 degrees 53 minutes 15 seconds left run westerly 1322.52 feet to the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence 89 degrees 44 minutes 35 seconds left run southerly 825.00 feet to the point of beginning.

LESS AND EXCEPT property conveyed in deed recorded in Inst. No. 20030528000331460, Probate Office, Shelby County, Alabama.

TOGETHER with and SUBJECT TO 40' easement, the centerline of which being more particularly described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 21 South, Range 1 East; thence run northerly along the West line thereof for 258.03 feet; thence 82 degrees 53 minutes 45 seconds right run easterly for 182.31 feet to the point of beginning; thence 99 degrees 19 minutes 49 seconds left run northwesterly for 155.80 feet; thence 42 degrees 37 minutes 12 seconds left run northwesterly for 114.39 feet; thence 21 degrees 35 minutes 58 seconds left run westerly for 304.49 feet; thence 10 degrees 18 minutes 7 seconds left run westerly for 84.92 feet; thence 14 degrees 9 minutes 4 seconds left run southwesterly for 197.96 feet to the easterly R/W of Shelby County Highway 5 and the Point of Beginning.

PARCEL III:

Also, a 30-foot strip, the North side of which being more particularly described as follows:

Begin at a point 30 feet East of the SW corner along the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 21 South, Range 1 East; thence run West 30.00 feet; thence 1 degrees 05 minutes 44 seconds right run Westerly 523.62 feet to the Easterly right of way of Shelby County Highway 5 and the point of ending.