

20130620000254020 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/20/2013 02:52:27 PM FILED/CERT

Record and Return ☐ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X2599-024

405 SW 5TH STREET

DES MOINES, IA 50309-4600

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:

115 CARLSON ROAD

Street Address

WILSONVILLE, AL 35186

("Present Address").

City, State Zip, County

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

USED 2005 CAVALIER HAMILTON HAMILTON 044 x 027

New/Used Year Manufacturer's Name

Model Name or Model No.

Length x Width

BC06AL0136254A

BC06AL0136254B

Serial No.

Serial No.

Serial No.

Serial No.

permanently affixed to the real property located at 79 CREEK HOLLOW TRAIL

Street Address

WILSONVILLE, SHELBY, AL 35186

("Property Address") and as more

City, County, State Zip



particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, HOMESERVICES LENDING, LLC SERIES A DBA HOMESERVICES LENDING,

("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 JUNE 21, 2010 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 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.

WITNESS my hand and seal this 21 day of June 2010.

Mallory Tucker
Borrower
MALLORY TUCKER

Witness

Borrower

Witness

Borrower

Witness

Borrower

Witness

STATE OF Alabama
COUNTY OF Jefferson) ss.:
)

On the 21 day of June in the year 2010
before me, the undersigned, a Notary Public in and for said State, personally appeared

Mallory Tucker
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.

Dana Wright McBowin
Notary Signature

Dana Wright McBowin
Notary Printed Name

Notary Public, State of Alabama

Qualified in the County of Jefferson

My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAY 5, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Official Seal:

Drafted By: BRENDA.BROWN@HSL-GA.COM [] Check if Construction Loan

EXHIBIT "A"

Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run Easterly along the South line thereof for 118.72 feet to the point of beginning; thence continue along the last described course for 313.47 feet; thence 90 degrees 00 minutes 00 seconds left run Northerly for 120.00 feet; thence 90 degrees 0 minutes 0 seconds left run Westerly for 46.82 feet to a point of a curve to the left, having a central angle of 30 degrees 58 minutes 3 seconds, a Radius of 240.00 feet, and an arc length of 129.58 feet; thence 15 degrees 28 minutes 2 seconds left to chord run Southwesterly along said chord for 128.01 feet; thence 15 degrees 26 minutes 2 seconds left run Southwesterly for 167.03 feet to the point of beginning. Also a 60 foot easement, the centerline of which being more particularly described as follows: Begin at the intersection of the East R/W of Shelby County Highway 109 and a line 30 feet South parallel to the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 20 South, Range 1 East; thence run East and parallel to the South line of said 1/4-1/4 Section 8.17 feet East of the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section; thence 30 degrees 58 minutes 3 seconds left run Northeasterly for 275.45 feet; to a point of a curve to the right having a central angle of 30 degrees 56 minutes 3 seconds, a radius of 270.00 feet, and an arc length of 145.77 feet; thence 15 degrees 28 minutes 2 seconds right to chord run Northeasterly along said chord for 144.01 feet; thence 15 degrees 28 minutes 2 seconds right run Easterly for 48.82 feet; thence 89 degrees 37 minutes 18 seconds left run Northerly for 343.91 feet to the center of a 60 foot easement and the point of ending.


Also: A 60 foot easement for all tracts, the boundary of which being more particularly described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof for 31.20 feet; thence 88 degrees 43 minutes 18 seconds right run Northeasterly for 240.58 feet; thence 71 degrees 55 minutes 39 seconds left run Northerly for 264.02 feet to the point of beginning; thence continue along the last described course for 60.94 feet; thence 78 degrees 58 minutes 48 seconds right run Northeasterly for 241.88 feet to a point of a curve to the right, having a central angle of 39 degrees 23 minutes 47 seconds, a radius of 672.43 feet, and an arc length of 482.36 feet; thence 19 degrees 41 minutes 53 seconds right to chord run Easterly along said chord for 453.31 feet; thence 19 degrees 41 minutes 53 seconds right run Southeasterly for 54.66 feet to a point of curve to the left, having a central angle of 56 degrees 37 minutes 19 seconds a radius of 145.00 feet, and an arc length of 143.29 feet; thence 28 degrees 18 minutes 39 seconds left to chord run Easterly along said chord for 137.53 feet; thence run Northeasterly for 203.99 feet to a point of a curve to the right, having a central angle of 40 degrees 14 minutes 34 seconds, a radius of 260.00 feet and an arc length of 182.61 feet; thence 20 degrees 7 minutes 16 seconds right to chord run Northeasterly along said chord for 178.88 feet; thence 20 degrees 19 minutes 12 seconds right run Easterly for 797.57 feet; thence 13 degrees 18 minutes 57 seconds left run Easterly for 245.79 feet; thence 19 degrees 15 minutes 34 seconds right run Southeasterly for 287.78 feet; thence 24 degrees 0 minutes 48 seconds left run Northeasterly for 148.48 feet; thence 10 degrees 54 minutes 57 seconds right run Easterly for 227.87 feet; thence 52 degrees 34 minutes 48 seconds left run Northeasterly for 165.51 feet; thence 106 degrees 21 minutes 52 seconds right run Southeasterly for 83.08 feet; thence 75 degrees 47 minutes 68 seconds right run Southwesterly for 177.39 feet; thence 52 degrees 24 minutes 57 seconds right run Westerly for 251.78 feet; thence 10 degrees 54 minutes 56 seconds left, run Southwesterly for 155.51 feet; thence 24 degrees 0 minutes 47 seconds right run Northwesterly for 290.36 feet; thence 19 degrees 15 minutes 34 seconds left run Westerly for 242.61 feet; thence 13 degrees 18 minutes 57 seconds right run Westerly for 804.57 feet to a point of a curve to the left, having a central angle of 40 degrees 10 minutes 56 seconds, a radius of 200.00 feet, and an arc length of 140.26 feet; thence 20 degrees 21 minutes 0 seconds left to chord run Southwesterly along said chord for 137.41 feet; thence 20 degrees 5 minutes 28 seconds left run Southwesterly for 203.99 feet to a point of a curve to the right, having a central angle of 58 degrees 37 minutes 19 seconds, a radius of 205.00 feet, and an arc length of 202.59 feet; thence 28 degrees 18 minutes 38 seconds right to chord run Westerly along chord for 191.44 feet; thence 28 degrees 18 minutes 39 seconds right run Northwesterly for 54.96 feet to a point of a curve to the left, having a central angle of 39 degrees 23 minutes 47 seconds a radius of 812.43 feet, and an arc length of 421.10 feet; thence 19 degrees 41 minutes 53 seconds left for chord run Westerly along said chord for 412.86 feet; thence 19 degrees 41 minutes 53 seconds left run Southwesterly for 252.52 feet to the point of beginning.

Also to be permanently attached as a fixture is the following manufactured home:

Year: 2006 Make: Cavalier Serial Number: BC06AL016254AB

Made part of this Mortgage and/or Deed is taxable solely as real estate and there are no outstanding personal property or motor vehicle taxes.


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