

UNOFFICIAL COPY

1. To exercise, do or perform any act, right, power, duty or obligation that I now have or may acquire the legal right, power or capacity to exercise, do or perform in connection with, arising out of or relating to the sale/purchase/refinance transactions.
2. To make loan application required by the proposed lender or lenders, whether such loan is to be conventional or otherwise, to execute a Note in favor of such lender or lenders in an amount not to exceed Five hundred thousand AND NO/100 DOLLARS (\$ 500,000.00), evidencing moneys advanced to pay all or part of the existing indebtedness on the Property, and where applicable all or part of the points and closing costs, obligating me to pay such amounts on such terms and at such rate as my Attorney-In-Fact deems appropriate, to execute a Deed of Trust\Mortgage\Security Deed pledging the Property as security for the above referenced loan on such terms and conditions and under such covenants as my Attorney-In-Fact deems appropriate, to insure the Property, to execute a closing statement, to execute a Truth-In-Lending Disclosure Statement, to execute my Notice of Right to Cancel said transaction, and to execute such other instruments as the title company and /or the lender or lenders and/or any other interested parties might require.
3. To pay, set over and deliver all sums of money which have or may become due and owing by me, arising out of such sale/purchase/refinance transactions, and to settle any dispute and compromise any and all claims in connection therewith as my Attorney-In-Fact may deem proper.
4. I specifically authorize my Attorney-In-Fact to execute on my behalf a Notice of Right to Cancel (or similar instrument) advising me as to my right to cancel said transaction and I further authorize said Attorney-In-Fact to exercise said right to cancel. Should my Attorney-In-Fact not exercise any such right, I agree with any lender that I shall not thereafter have the right to cancel said transaction.
5. To take such other action in connection therewith as my Attorney-In-Fact may deem to be necessary or desirable.

I hereby revoke any and all powers of attorney heretofore made by me authorizing any person or entity to do any act relative to the above-described property or any part thereof.

I hereby give and grant to my said Attorney-In-Fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said Attorney-In-Fact shall lawfully do or cause to be done by virtue of this Special Power of Attorney and the rights and powers herein granted.

I further give to my said Attorney-In-Fact full power and authority to appoint a substitute to perform any of the acts that the said Attorney-In-Fact is by this instrument empowered to perform, with the right to revoke such appointment of such substitute at the pleasure of my Attorney-In-Fact.

I hereby agree to indemnify any third party and further give to my said Attorney-In-Fact full power and authority to indemnify and hold harmless any third party who accepts and acts under this Special Power of Attorney for and claims that arise against the third party because of reliance on this Special Power of Attorney.

The Attorney-In-Fact named herein shall not be obligated to furnish bond or other security.

