

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

GEORGIA NON-DURABLE LIMITED POWER OF ATTORNEY

State of Georgia

County of _____

IMPORTANT INFORMATION

This power of attorney authorizes another person(s) (your agent(s)) to make decisions concerning your property for you (the principal). Your agent(s) will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in O.C.G.A. Chapter 6B of Title 10.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns, is unable to act for you or is removed by a court. If you revoke the power of attorney, you must communicate your revocation by notice to the agent in writing by certified mail and file such notice with the clerk of superior court in your county of domicile (where you live).

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your power of attorney.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a coagent in the Special Instructions. Coagents will not be required to act together unless you include that requirement in the Special Instructions.

Principal's Initials

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek advice from an attorney before signing this form.

DESIGNATION OF AGENT(S)

I, _____ (principal), whose residence address is: _____,

name the persons identified on Exhibit "A" hereto, which is incorporated herein by reference, who are employees of _____ [name of title company] _____ (hereinafter the "Title Company"), and whose addresses are C/O Title Company at _____ [address of title company].

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.

GRANT OF SPECIFIC AUTHORITY

My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes as permitted by applicable law:

Principal's
Initials

Witnesses'
Initials

- (____) (____) (A) Refinancing or purchase financing of the Real Estate located at _____
_____ [insert property street address] _____
_____, which is more particularly described on Exhibit B hereto, which is
incorporated herein by reference (hereinafter the "Property").
- (____) (____) (B) To mortgage, finance, refinance, assign, transfer, and in any manner deal with the
Property to effectuate the above referenced purchase or refinancing and banking
transactions with
_____ (hereinafter called "Lender"), including,

but not limited to, securing a loan not to exceed _____ [insert maximum expected loan amount] _____ from the Lender.

- () () (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 _____.

- () () (E) To exercise the foregoing powers only if I have, to the satisfaction of my Agent/AIF in a recorded, interactive session conducted via the Internet, both:
- (i) Confirmed my identity; and
 - (ii) I have reaffirmed, after an opportunity to review the required loan documents and other written instruments relating to the transaction, my agreement to the terms and conditions of such loan documents and other written instruments and to the execution of such loan documents and other written instruments by my Agent/AIF.

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.

SPECIAL INSTRUCTIONS

Non-Durable. This Power of Attorney shall not be effective in the event of my disability or incapacity.

Revocation and Term. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at C/O Title Company _____ [address of title company] _____. 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 Title Company 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.

I ACKNOWLEDGE THAT THIS LIMITED POWER OF ATTORNEY DOES NOT AUTHORIZE SAID ATTORNEY-IN-FACT TO EXERCISE ANY RIGHT OF RESCISSION GRANTED BY OR SET FORTH IN THE CLOSING DOCUMENTS IN CONNECTION WITH THIS TRANSACTION.

EFFECTIVE DATE OF POWER OF ATTORNEY

This Power of Attorney is effective immediately and is limited to the specific transaction described above.

RELIANCE ON THIS POWER OF ATTORNEY

This power of attorney does not revoke any other powers of attorney.

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.

EXHIBIT A

Employees of Title Company appointed as Attorneys In Fact or Agents

[List Names]

EXHIBIT “B”
LEGAL DESCRIPTION

Principal’s Initials

SIGNATURES AND ACKNOWLEDGMENT

Principal's signature

Date

Principal's name printed

Principal's address

Principal's telephone number

Principal's e-mail address

WITNESSES (2nd Witness Optional)

This document was signed or acknowledged
in my presence on this _____ day of
_____, _____, by _____
_____(name of principal).

Witness's signature

Witness's name printed

Witness's address

Witness's telephone number

Witness's e-mail address

This document was signed or acknowledged
in my presence on this _____ day of
_____, _____, by _____
_____(name of principal).

Witness's signature

Witness's name printed

Witness's address

Witness's telephone number

Witness's e-mail address

State of Georgia

County of _____

This document was signed in my presence on this _____ day of _____, _____, by _____, principal, and witness(es) _____ and _____ (2nd optional).

_____(Seal)

Signature of notary

My commissions expires: _____.

IMPORTANT INFORMATION FOR AGENT(S)

Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked.

You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: *(Principal's printed name)* by *(Agent's signature)* as Agent.

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) Death of the principal;
- (2) The principal's revocation of your authority or the power of attorney so as long as the revocation of the power of attorney is communicated to you in writing by certified mail and provided that such notice is filed with the clerk of superior court in the county of domicile of the principal;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or

- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority

Liability of Agent

The meaning of the authority granted to you is defined in O.C.G.A. Chapter 6B of Title 10. If you violate O.C.G.A. Chapter 6B of Title 10 or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

SIGNATURE AND ACKNOWLEDGMENT OF AGENT(S)

Agent's signature

Date

Agent's name printed

Agent's address

Agent's telephone number

Agent's e-mail address

Agent's signature

Date

Agent's name printed

Agent's address

Agent's telephone number

Agent's e-mail address

Agent's signature

Date

Agent's name printed

Agent's address

Agent's telephone number

Agent's e-mail address

State of Georgia

County of _____

This document was signed in my presence on this _____ day of _____, _____
_____, by _____, _____, _____.

_____(Seal)

Signature of notary

My commissions expires: _____.