

OFFICIAL RECORD

Requested By:

LSI Pittsburgh  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 9 Fee: \$47.00  
BK-412 PG-6334 RPTT: 0.00



APN#

1420-29-612-006

11-digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>

POWER OF ATTORNEY

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested by:

LSI

Return Documents To:

Name LSI (13659872)

Address 700 CHERRINGTON PARKWAY

City/State/Zip CORAOPOLIS, PA 15108

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.



*Prepared by:*

**LSI**

700 Cherrington Parkway  
Coraopolis, PA 15108

WHEN RECORDED MAIL TO:

**LSI**

700 Cherrington Parkway  
Coraopolis, PA 15108  
eLS Order # 13659872

**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, Joseph W Girdner, Brandi B Girdner

Whose residence address is: 1164 San Marcos Circle  
Minden, NV 89423

Make and appoint the following persons who are employees of LSI, namely: Anthony Sisco, Casey Dill, Cherese Blackwell, Colleen Mooney, Greg Perdziola, Mary Dyll, Robert Jaymes C. Vincent, Rolanda Lee, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, Tymia Gunn, William Leonard, 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:

Principal's  
Initials

*(JS)*

(A) Refinancing and/or home equity financing of the Real Estate located at 1164 San Marcos Circle, Minden, NV 89423 and legally described as (the "Property"):

*(JS)*

(B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at: 1164 San Marcos Circle, Minden, NV 89423 to effectuate the above referenced refinancing and banking transactions with U.S. Bank National Association (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 1164 San Marcos Circle, Minden, NV 89423. ELS Order # 13659872.

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 Parkway, Coraopolis, 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.



(BG) (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.

(BG) (D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same located at 1164 San Marcos Circle, Minden, NV 89423. ELS Order # 13659872.

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 Parkway, Coraopolis, 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.

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I, Joseph W Girdner, Brandi B Girdner, the principal, sign my name to this power of attorney this 6<sup>th</sup> day of April, 2012, 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: April 6<sup>th</sup>, 2012

[Signature]  
Joseph W Girdner

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Brandi B Girdner

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

State of Nevada

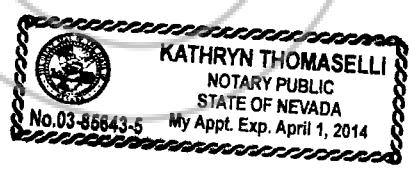
County of Carson

Subscribed, sworn to and/or acknowledged before me Kathryn Thomaselli by Joseph W Girdner, ~~Brandi B Girdner~~, the principal(s), this 6<sup>th</sup> day of April, 2012 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 signature(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]  
SIGNATURE OF NOTARY

COMMISSION EXPIRES April 1, 2014





I, Joseph W Girdner, Brandi B Girdner, the principal, sign my name to this power of attorney this 2 day of April, 2012, 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\_\_

\_\_\_\_\_  
Joseph W Girdner

Dated: 4-2, 2012

Brandi B. Girdner  
\_\_\_\_\_  
Brandi B Girdner

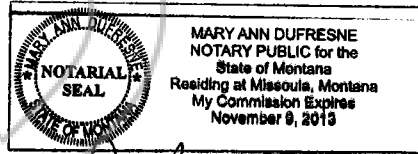
Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

State of Montana  
County of Missoula



Subscribed, sworn to and/or acknowledged before me Mary Ann Dufresne by Joseph W-Girdner, Brandi B Girdner, the principal(s), this 2nd day of Apr, 2012 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 signature(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

Mary Ann Dufresne  
\_\_\_\_\_  
SIGNATURE OF NOTARY

COMMISSION EXPIRES Nov. 9, 2013

**ACKNOWLEDGMENT OF ATTORNEY-IN-FACT**

I, Colleen Mooney, 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: Colleen Mooney  
Colleen Mooney

BK 412  
PG-6340  
801338 Page: 7 of 9 04/25/2012



State of PA )

County of ALLEGHENY )

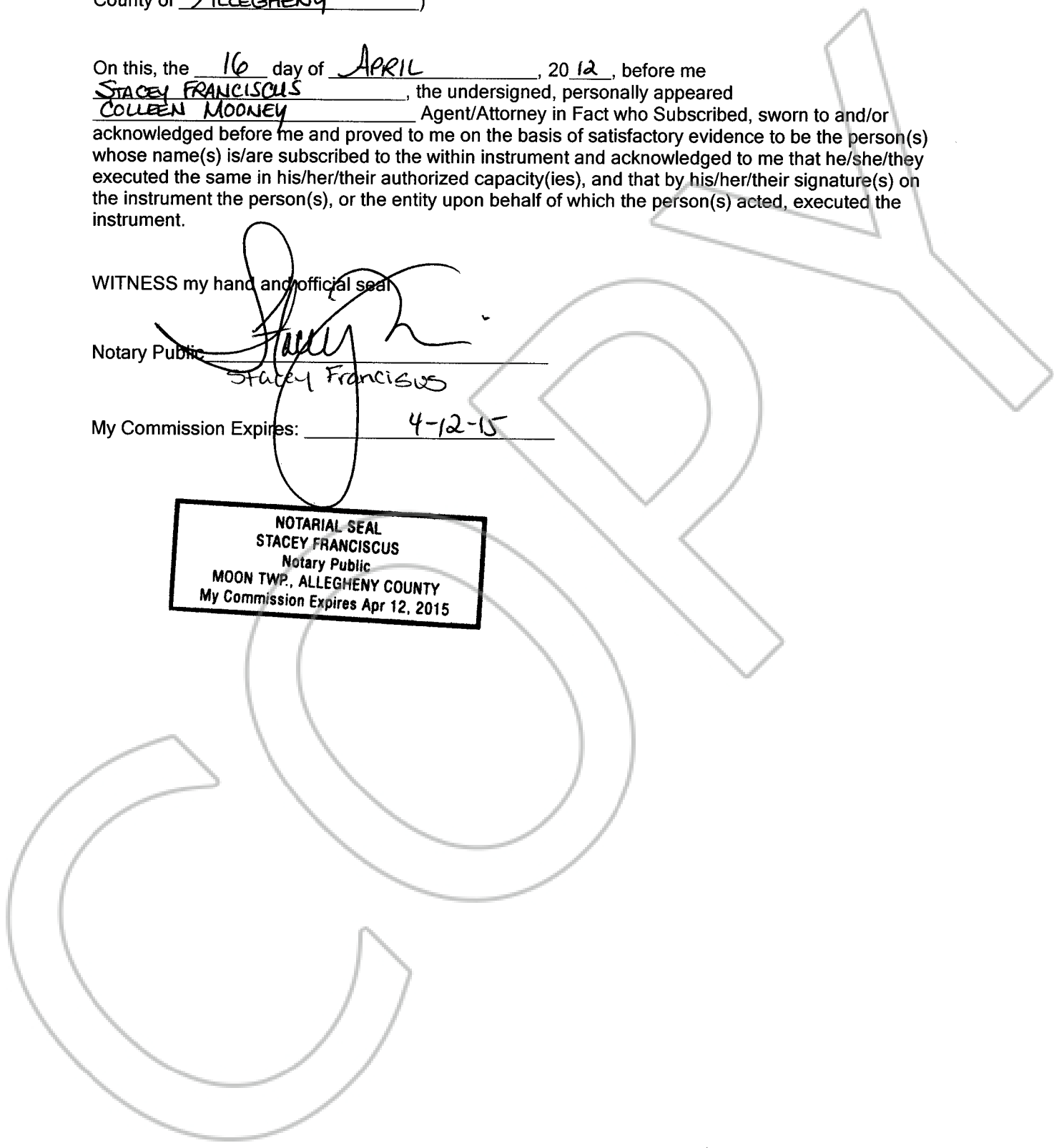
On this, the 16 day of APRIL, 2012, before me  
STACEY FRANCISCUS, the undersigned, personally appeared  
COLLEEN MOONEY Agent/Attorney in Fact who Subscribed, sworn to and/or  
acknowledged before me and proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed 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 signature(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 Francisus*  
Stacey Francisus

My Commission Expires: 4-12-15

NOTARIAL SEAL  
STACEY FRANCISCUS  
Notary Public  
MOON TWP., ALLEGHENY COUNTY  
My Commission Expires Apr 12, 2015







Order No.: **13659872**  
Loan No.: **2300086118**

**Exhibit A**

The following described property:

Lot 283, in Block A, as shown on the Final Map No. PD-99-02-08 of Saratoga Springs Estates Unit 8, a planned development filed in the Office of the Douglas County, Recorder on October 18, 2004, as Document No. 626992. State of Nevada.

Assessor's Parcel No: 1420-29-612-006

