

DOUGLAS COUNTY, NV

2015-861352

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\$20.00 Pgs=7

05/04/2015 08:16 AM

SERVICELINK EAST

KAREN ELLISON, RECORDER

**RECORDING COVER PAGE**

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 1220-21-610-160

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

**TITLE OF DOCUMENT**

(DO NOT Abbreviate)

**Non Durable Power of Attorney**

\_\_\_\_\_

\_\_\_\_\_

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

**RECORDING REQUESTED BY:**

**Jessie Ursitz**

\_\_\_\_\_

RETURN TO: Name SERVICELINK

Address 400 Corporation Drive

City/State/Zip Aliquippa, PA 15001

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

RECORDING REQUESTED BY:

**SERVICELINK**

400 Corporation Drive  
ALIQUIPPA, PA 15001

WHEN RECORDED MAIL TO:

**SERVICELINK**

400 Corporation Drive  
ALIQUIPPA, PA 15001  
eLS Order # 19309157

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**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") POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC REAL ESTATE MORTGAGE 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. 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, DOUGLAS B PETRI, TONYA PETRI

Whose residence address is: 742 HORNET DR  
GARDNERVILLE, NV 89460

As principal, make and appoint the following persons who are employees of ServiceLink, namely: Christy Stratton, Dawn Woods, Jennifer Cumpston, London Leavell, Mandy Winters, Ryan Flaherty, Tammy Gorecki, whose addresses are C/O ServiceLink, at 400 Corporation Drive, ALIQUIPPA, PA 15001. 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 as permitted by applicable law:

Principal's  
Initials

DP DP

(A) Refinancing and/or home equity financing of the Real Estate located at 742 HORNET DR, GARDNERVILLE, NV 89460 and legally described as (the "Property") (19309157).

DP DP

(B) To borrow, sign, pledge, mortgage, finance, and refinance the Property located at: 742 HORNET DR, GARDNERVILLE, NV 89460 to effectuate the above referenced refinancing and banking transactions with U.S. Bank National Association, its successors and or assigns (hereinafter called "Lender") with a loan amount currently estimated to be \$153,000.00, but in any event not to exceed \$175,950.00. See attached Exhibit A for full legal description.

DP (DP) (C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

- a. Notes, 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 as part of this transaction;
- c. lien waivers, subordination/waiver of homestead and any marital rights necessary as part of this transaction; 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 required or requested as part of this transaction.

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 (set out 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. Said Agent/AIF shall only execute documents if I have, to the satisfaction of the Agent/AIF in a recorded, interactive session conducted via the Internet, both confirmed my identity and reaffirmed, after an opportunity to review the required loan documents, my agreement to the terms and conditions of the required loan documents evidencing said refinancing transaction and agreed to the execution of said required loan documents by the Agent/AIF.

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 ServiceLink, 400 Corporation Drive, ALIQUIPPA, PA 15001. 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.

**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 ServiceLink 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.

**Governing Law.** This Power of Attorney shall be construed and governed in accordance with the laws of the state where the subject property is located without reference to the conflicts of laws principles thereof.

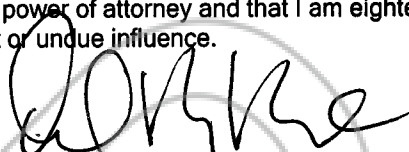
**I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.**

**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 MORTGAGE TRANSACTION.**

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.

I, DOUGLAS B PETRI, TONYA PETRI, the principal, sign my name to this power of attorney this 10<sup>th</sup> day of March, 2015, 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: 3-10, 2015

  
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DOUGLAS B PETRI

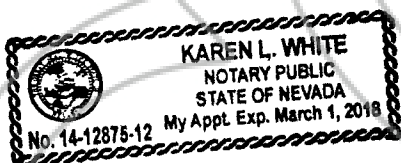
Dated: 3-10, 2015

  
\_\_\_\_\_  
TONYA PETRI

State of Nevada

County of Carson City

Subscribed, sworn to and/or acknowledged before me Karen White by DOUGLAS B PETRI, TONYA PETRI, the principal(s), this 10 day of March, 2015 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 OF NOTARY

MY COMMISSION EXPIRES 3-1-2018

**ACKNOWLEDGMENT OF ATTORNEY-IN-FACT**

I, Jennifer Ampston, 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/AIF, I am under a duty (called a "fiduciary duty") to conduct my powers with which I am entrusted with scrupulous honesty, skill, and diligence. 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 upon revocation or when the Principal dies or otherwise 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 legal 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 act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.  
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 ServiceLink, 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: Jennifer Ampston

State of Pennsylvania  
County of Beaver

On this, the 24 day of April, 2015, before me  
Dawn D Woods, the undersigned, personally appeared  
Jennifer Cupston 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 Dawn D Woods  
Dawn D Woods  
My Commission Expires: 4.2.18

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DAWN D WOODS  
Notary Public  
CITY OF ALIQUIPPA, BEAVER COUNTY  
My Commission Expires Apr 2

Order ID: 19309157  
Loan Number: 2300364154

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The following described property:

Lot 544, as shown on the map of Gardnerville Ranchos Unit No. 6, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, in Book 573, Page 1026, as File No. 66512.

Assessor's Parcel Number: 1220-21-610-160

