DOUGLAS COUNTY, NV

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2016-887704 09/19/2016 08:42 AM

TIMIOS, INC.

KAREN ELLISON, RECORDER

Requested By: Timios, Inc. 2301 W. Plano Pkwy., Suite 215 Plano, TX 75075

Mail To: Timios, Inc. 2301 W. Plano Pkwy., Suite 215 Plano, TX 75075

Limited Power of Attorney

NOTICE: This is an important document. It gives the person whom you designate (your "Agent" also called "Attorney in Fact") broad powers for a specific transaction, to handle your property during a certain period of time. These powers will continue to exist even after you have become disabled or incompetent, but the powers cease to exist after the conclusion of the transaction for which this power is granted. This document does not authorize anyone to make medical or other health care decisions. You may execute a different document, a health care proxy to do this. If there is anything about this document that you do not understand, you should ask a licensed attorney in your state to explain it to you.

Be it known, that

JOHN LOURITT ('Principal')

MARTHA LOURITT ('Principal')

Whose address is:

1018 KERRY LN

GARDNERVILLE, NV 89460

has made and appointed, and by these presents does make and appoint the following person(s) who are employees of Timios, Inc., namely: Joseph Montag officer of Timios, Inc. and if more than one person is named, then each of whom may act separately, whose addresses are C/O Timios, Inc., Suite 102, Westlake Village. CA 91362 my/our true and lawful Attorney in Fact (also called Agent) for them and in their name, place and stead, for the following specific and limited purposes:

- This Limited Power of Attorney is given for the specific and limited purpose of a home equity loan or refinancing the existing loan or loans secured by a mortgage(s) or deed of trust(s) encumbering the real property located at 1018 KERRY LN, GARDNERVILLE, NV 89460 more particularly described in Exhibit A attached hereto, with BBMC MORTGAGE, LLC (Lender) with a new loan in the approximate amount of \$182,000.00, to be secured with a mortgage or deed of trust encumbering said real property, and expected to close on or about ______ (hereinafter referred to as the "Loan Transaction.")
- 2. The true and lawful Agent for the Principal, and in Principal's name to complete, execute, place our initials on and sign the Principal's names on "Closing Documents" related to the above referenced Loan Transaction, and to execute, by the initialization and signature, as required by the authorized Attorney in Fact, for the purpose of completing the Closing Documents in the above referenced Loan Transaction;
- 3. Closing Documents include but are not limited to: Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments, title company internal documents, addenda, including documents necessary or requested by Timios, Inc., Lender or other parties to the Loan Transaction, including but not limited to governmental and taxing authorities. In addition, in the event of clerical errors or mistakes, including but not limited to omissions, spelling, grammatical, typographical and scrivener errors, then in such events, the Principal hereby gives its consent and grants authority to the Agent to correct any omission, misstatement or inaccuracy and execute any new or corrected or completed documents as may be deemed necessary to ready any omission, inaccuracy or misstatement.
- 4. Further giving and granting said Attorney in Fact (also called Agent), full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the specific and limited premises (setout herein) as fully to all intents and purposes as I might or could be done if personally present, hereby ratifying and confirming all that said Attorney in Fact (also called Agent) should lawfully do or cause to be done by virtue hereof.

The specific and limited purposes of this Power of Attorney specifically exclude any change to the loan amount, interest rate or due date. The Agent is precluded from signing any documents pertaining to the Loan Transaction on Principal's behalf when the document included a new loan amount, interest rate or due date.

This Power of Attorney shall become effective immediately, and shall not be affected by my subsequent disability; incapacity or lack of mental competence, except as may be provided otherwise by an applicable state statute. This Power of Attorney is not intended to revoke or terminate any previously executed General Durable Power of Attorney except to the limit that it would affect this specific transaction and this Power of Attorney is limited to the specific time and for the specific purposes described herein. I may revoke this Power of Attorney at any time by providing written notice to my Attorney in Fact (also called Agent), however such revocation shall not be effective as to third parties acting in reliance upon this Power of Attorney if recorded, unless and until the revocation is similarly recorded in the same county and state registry or other established records for the recording of Powers of Attorney. This Power of Attorney is limited to a specific Loan Transaction, and this Power of Attorney shall continue in full force and effect until recordation of the Mortgage/Deed of Trust and execution of any other documents necessary to complete this Loan Transaction.

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 THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, 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.

REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.
I, JOHN LOURITT, the principal, sign my name to this power of attorney this 22 May of ANGUST, 20 16
and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney
and that I sign it willingly, that I execute it as my free and voluntary act for the purpose(s) 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.
John Lawitt M
JOHN LOUR TT, PRINCIPAL
JOHN LOURN I, PRINCIPAL
I MARTHA LOURITT the principal sign my name to this power of ottorney this 22 day of Autile At 2016
I, MARTHA LOURITT, the principal, sign my name to this power of attorney this 22 day of 2016 and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney
and that I sign it willingly, that I execute it as my free and voluntary act for the purpose(s) 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.
Tam eighteen years or age or order, or sound mind did direct no constraint or diddle influence.
1//artha Jouret
MARTHA LOURITT, PRINCIPAL
State of Merada
County of Diffie Cos

to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the

In witness hereof, I hereunto set my hand and official seal.

SHARI L. HALL
Notary Public-State of Nevada
Appointment No. 15-2058-5
My Appointment Expires July 8, 2019

Notary Public

, before me a notary public, the undersigned officer, personally

, known to me (or satisfactorily proven)

purposes therein contained.

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 08-01309169

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WHOLLY WITHIN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 20 EAST, M. D. B. & M. BEING A PORTION OF THAT CERTAIN PARCEL 1 AS DESCRIBED IN BOOK 63, PAGE 649, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 9, 10, 15 AND 16, TOWNSHIP 12 NORTH, RANGE 20 EAST, M. D. B. & M.; THENCE EASTERLY ALONG THE LINE COMMON TO SECTIONS 10 AND 15 AND ALONG THE NORTHERLY RIGHT OF WAY OF "DRESSLERVILLE ROAD"; A COUNTY ROAD NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST 1316.75 FEET; THENCE LEAVING SAID COUNTY ROAD RIGHT OF WAY AND SECTION LINE NORTH 11 DEGREES 33 MINUTES 51 SECONDS EAST, 336.81 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 11 DEGREES 33 MINUTES 51 SECONDS EAST, 176.22 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS WEST, 776.13 FEET TO THE NORTHWEST CORNER, BEING A POINT ON THE EASTERLY BOUNDARY OF THE PASCALE PROPERTY AS DESCRIBED IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, IN BOOK 26, AT PAGE 438, THENCE ALONG SAID BOUNDARY SOUTH 00 DEGREES 14 MINUTES 10 SECONDS EAST, 172.52 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 89 DEGREES, 48 MINUTES 09 SECONDS TO THE POINT OF BEGINNING.

SAID PARCEL AS SET FORTH AS PARCEL NO. 2, ON SURVEY MAP FILED FOR RECORD APRIL 29, 1974 IN BOOK 474, PAGE 702, DOCUMENT NO. 92914, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

SUBJECT TO AN EASEMENT FOR ROADWAY PURPOSES 20 FEET IN WIDTH AS SET FORTH IN AGREEMENT DATED DECEMBER 30, 1963, BETWEEN C. E. SWIFT, CRYSTAL NELL SWIFT AND SWIFT BUILDERS, RECORDED JANUARY 14, 1964, IN BOOK 21, AT PAGE 394, AS DOCUMENT NO. 24215, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

APN: 1220-10-401-016

BEING THE SAME PROPERTY CONVEYED TO JOHN J. LOURITT III AND MARTHA LOURITT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON BY DEED FROM GENE A. EPPLER AND PEGGY P. EPPLER, HUSBAND AND WIFE RECORDED 09/21/1990 IN DEED BOOK 990 PAGE 3199, IN THE DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE.