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INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

Prepared By: Mark L. Smith, P.O. Box 230, Winterset, IA 50273 Telephone: 515/462-3731  
Return Document To: Mark L. Smith, POB 230, Winterset, IA 50273

AFFIDAVIT

STATE OF IOWA :  
 :SS  
COUNTY OF MADISON :

I, Mark L. Smith, being first duly sworn on oath, depose and state:

That this Affidavit concerns the chain of title to the following-described real estate:

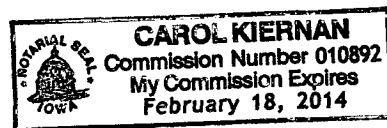
**Lot Two (2) of Helen McCall Huntoon Addition, Plat No. 2 to the City of Winterset, Madison County, Iowa.**

Attached hereto is a Limited Power of Attorney which is recorded in the Official Records of McClennan County, Texas.

Mark L. Smith

Subscribed and sworn to before me by the said Mark L. Smith on this 18 day of September, 2012

Notary Public in and for the State of Iowa



## LIMITED POWER OF ATTORNEY

### THE ADMINISTRATOR OF THE U.S. SMALL BUSINESS

ADMINISTRATION (the "SBA"), acting by and through her authorized agent, hereby appoints each of the individuals set forth on Exhibit A attached hereto severally, as true and lawful attorney-in-fact to act in the name, place and stead of the SBA for the purposes set forth below. This limited power of attorney is given pursuant to that certain Loan Sale Agreement (the "Agreement") by and between the SBA and CFSC CONSORTIUM, LLC, a Delaware limited liability company (the "Buyer"), dated as of August 20, 1999 to which reference is made for the definition of all capitalized terms herein. The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows:

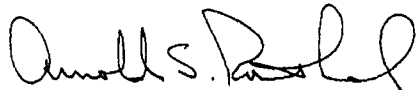
1. To execute, acknowledge, seal and deliver, on behalf of the SBA ("Seller"), the Note Endorsements with respect to the Notes for all of the Loans to the order of the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that such Note Endorsements are to be substantially in the form of Exhibit H to the Agreement, appropriately completed;
  2. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignment and Lost Instrument Affidavit with respect to any Note which has been lost or is otherwise unavailable, as provided for in the Agreement, to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that any such Assignment and Lost Instrument Affidavit are to be substantially in the form of Exhibit C to the Agreement, appropriately completed;
  3. To execute, acknowledge, seal and deliver, on behalf of Seller, the Assignments of Loan Documents with respect to all of the Loans, to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer, provided that such Assignments of Loan Documents are to be substantially in the form of Exhibit D to the Agreement, with such modifications as may be required to comply with applicable Transfer/Recordation Requirements and appropriately completed;
  4. To execute, acknowledge, seal and deliver, on behalf of Seller, assignments of security interest with respect to all of the Loans to the Buyer or, subject to the terms and conditions of the Agreement, to any purchaser from or assignee of Buyer;
-

5. To execute on behalf of the Seller releases and partial releases, satisfactions and partial satisfactions, and termination statements relating to Mortgages and other Collateral transferred under the Agreement, but not yet transferred of record to Buyer.

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of the SBA or Seller not specifically described herein.

The rights, powers and authority of the attorneys-in-fact granted in this instrument shall commence and be in full force and effect on September 21, 1999 and such rights, powers and authority will remain in full force and effect until 11:50 p.m., Washington, D.C. time, on July 1, 2000.

U. S. SMALL BUSINESS ADMINISTRATION,  
as Seller

BY:   
Arnold S. Rosenthal  
Authorized Agent

ACKNOWLEDGEMENT

DISTRICT OF COLUMBIA, ss:

Before me, William A. Seng Jr, a Notary Public in and for the jurisdiction aforesaid, on this 22nd day of October, 1999, personally appeared Arnold S. Rosenthal, who is personally well known to me (or sufficiently proven) to be an authorized agent of the Administrator of the U. S. Small Business Administration and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as an authorized agent of the Administrator of the U. S. Small Business Administration, for and on behalf of the Administrator of the U. S. Small Business Administration in the capacities indicated therein and for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 22<sup>nd</sup> day of October, 1999.

William A. Seng Jr  
Notary Public

My commission expires: 4/30/04

**EXHIBIT A**

**Attorneys-In-Fact**

Jeff Parker  
E. Gerald O'Brien, II  
Jeffrey Staley  
Kari Johnson  
James Hicks  
Terry DeWitt  
Kathy S. McNair  
Jeffrey Lawler  
Stephen C. Gohring  
G. Stephen Filip  
James C. Holmes  
Janette Coon  
Nancy D. Walker  
Karen E. Mode  
Lydia A. Hardin  
Jerry Timmis  
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Eric Abel  
Wayne Nix  
Carey Graham  
Brian Leahy  
Craig McGrain  
Terri Nunan  
Laurence B. Richardson, II  
Carrie H. O'Malley  
Gina M. Burgin

#200138 v.1 22531.01631

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*J.A. "Andy" Harwell*

11-10-99 10:16 AM 9938209  
INGE \$20.25  
J.A. "ANDY" HARWELL, County Clerk  
MCLENNAN COUNTY, TEXAS