

Out
of
submittal

Recorded: 2/23/2012 at 9:58:39.0 AM
Fee Amount: \$17.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2012 PG: 606

Limited Power Of Attorney

12WR03343

This instrument was prepared by:

P. DeSantis, Esquire
235 W. Brandon Blvd, #191
Brandon, FL, 33511
1-866-755-6300

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682

Taxpayer name and address: Albert Lucas, 3301 Otis Rd SE, Cedar Rapids, IA, 52403

Grantor's name and address: Oakmont Pool 50, LLC, 8333 Douglas Ave, #1350, Dallas, TX, 75225

Grantee's name and address: Quadrant Capital Partners LLC, 5700 W Plano PKWY, Suite 1200, Plano, TX, 75093

Borrower's names and address: Albert Lucas, 3301 Otis Rd SE, Cedar Rapids, IA, 52403

Legal description: ~~Located on page~~ Lot 632, Machester, Iowa, According to a plat recorded in book I L. D. Page 284-285.

References: N/A

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Oakmont Pool 50, LLC ("Oakmont"), by and through its officers, hereby constitutes and appoints iServe Real Estate Operations, Inc. ("iServe") its true and lawful attorney-in-fact, in its name, place and stead and for its benefit, with full power of substitution in connection with real properties owned by Oakmont and managed by iServe on behalf of Oakmont and pursuant to a certain Property Management and Disposition Agreement dated April 9, 2010, as amended from time to time (the "Agreement"), between Oakmont and iServe.

Oakmont hereby grants to iServe the authority to act in any manner necessary and proper to exercise the powers enumerated herein in accordance with the Agreement, as amended from time to time.

Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use as described in the Agreement and is limited to those actions reasonable and necessary for iServe to carry out the provisions of the Agreement in accordance with the terms hereof, applicable law and accepted practices of prudent property managers.

Pursuant to this Limited Power of Attorney, iServe is permitted to take all actions permitted in the Agreement on behalf of and in the name of the Oakmont (as attorney-in-fact as fully as Oakmont might or could do in its capacity), including, but not limited to: (a) signing authorized documents with respect to any of the properties under management; (b) signing and taking all other actions necessary to collect or cash payments; (c) signing any and all deeds or other instruments to transfer, convey or reconvey the mortgaged property; and (d) performing any and all other actions necessary, requisite, proper or appropriate to carry out the terms of the Agreement, and hereby ratify and confirm all done by virtue hereof.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall limit in any manner any indemnification provided by iServe to Oakmont or Oakmont to iServe under the Agreement.

This Limited Power of Attorney is not intended to extend the powers granted to iServe under the Agreement or to allow iServe to take any action with respect to the properties not authorized by the Agreement.

This Limited Power of Attorney shall be effective on the date signed and acknowledged by Oakmont, and shall continue in effect until the earliest of: (a) the date of its revocation by Oakmont; or (b) twelve (12) months from the date hereof; or (c) the date iServe shall have become bankrupt, dissolved, insolvent, or liquidated; or (d) the date on which the Agreement is terminated.

By use of this Limited Power of Attorney, iServe hereby agrees to indemnify and hold Oakmont and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred solely by reason of the unauthorized use or exercise of the powers granted hereunder. This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Oakmont has caused this Limited Power of Attorney to be signed and acknowledged in its name and behalf by a duly elected and authorized officer this 29 day of November, ~~2010~~ 2011.

OAKMONT POOL 50, LLC,
a Texas limited liability company

By: OPMGR, LLC,
a Texas limited liability company, its Manager

By: Oakmont Capital Group, Inc.,
a Texas corporation, its Manager

By: William B. Grant
William B. Grant, its President

County of Dallas }
 }
State of Texas } ss.
 }

Acknowledged before me on November 29, ~~2010~~ 2011, by William B. Grant, who says that he is an authorized representative of Oakmont Pool 50, LLC, and is authorized to execute this power of attorney on its behalf.

Rebecca Booth
Notary Public
Rebecca Booth

Seal:

