

**RECORDING COVER SHEET
FOR CONVEYANCES, PER ORS 205.234**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

Vol MQ1 Page 2335

2001 JUN 19 PM 1:21

AFTER RECORDING RETURN TO
name and address of the person authorized to receive the
instrument after recording, as required by ORS 205.180(4)
and ORS 205.238.

David BOESE
4642 SJODIN LN
Klamath Falls, OR 97603

K 56303

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a).
Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

SPECIAL POWER OF ATTORNEY

2. **GRANTOR**, as described in ORS 205.160.

Jeannie A. BOESE

3. **GRANTEE**, as described in ORS 205.160.

DAVID R. BOESE

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

N/A

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS** for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

N/A



THIS SPACE RESERVED FOR RECORDER'S USE

2336

After recording return to:

Escrow No. K56303S
Title No. K56303S

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Iegannie A. Boese does hereby make constitute and appoint David R. Boese my true and lawful attorney for me and in my name, place and stead and for my use and benefit as to that certain real property, together with any interest therein or any improvements thereon, described as:

Parcel 3 of Land Partition 26-00 being Parcel 2 of Major Land Partition No. 29-88, Situate in the S1/2 SW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

(being commonly known as: 4642 Sjodin Lane, Klamath Falls, OR 97603)

(a) to contract for purchase, receive and take possession thereof and of evidence of title thereto, to lease the same for any term or purpose, including leases for business, residence and oil or mineral development; to sell, exchange, subdivide, grant or convey the same with or without warranty, covenant or restrictions; to mortgage, transfer in trust or otherwise encumber the same to secure payment of a note or performance of any obligation or agreement; and to accept the conveyance thereof in any form of tenancy including but not limited to tenants in common, tenants by the entirety and "not as tenants in common, but with right of survivorship" with any other person or persons, including property wherein my said Attorney is one of the co-tenants.

(b) To borrow money and to execute and deliver notes therefore, with or without security; and to loan money and receive notes therefore with such security as he/she shall deem proper.

(c) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver a deed, lease, assignment of lease, covenant, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or beneficial interest under deed of trust, subdivision plat, extension or renewal of any obligation, subordination or waiver of priority, bill of lading, bill of sale, bond, note, receipt, check, evidence of debt, full or partial release of mortgage, judgment or other debt, escrow instructions, and other such instruments in writing of any kind or class as may be necessary or proper in the premises.

(d) As to any personal property and goods, wares and merchandise, checks, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer, endorse and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber the same to secure payment of a note or performance of any obligation or agreement.

This power shall not be affected by disability of the principal. All acts done by my Attorney pursuant to this power during any period of disability or incompetence or uncertainty as to whether I am dead or alive shall have the same effect and inure to the benefit of and bind me or my heirs, devisees and personal representatives as if I were alive, competent and not disabled.

(e) This power of attorney does not empower or authorize my said Attorney to negotiate or otherwise receive the net proceeds due to me in the case of a sale of my property.

GIVING AND GRANTING unto my said attorney 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 premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that

Page 2
Special Power of Attorney
continued...

2337

my said Attorney shall lawfully do or cause to be done by virtue of these presents. When the context so requires the singular number includes the plural.

This Power of Attorney expires 6 months from the date hereof or SIX MONTHS FROM THE DATE HEREOF IF NO TIME PERIOD IS SPECIFIED.

In witness whereof, I have hereunto set my hand on January 15, 2001

Jeanne A. Boese
Jeanne A. Boese

STATE OF OREGON
County of ~~KLAMATH~~ Douglas ss.

This instrument was acknowledged before me on this 15th day of Jan. 2001
by Jeanne A. Boese

Marilyn J. Passow
Notary Public for Oregon

My commission expires: 9-23-2003



UNOFFICIAL COPY

State of Oregon, County of Klamath
Recorded 01/19/01, at 121 P m.
In Vol. M01 Page 2335
Linda Smith,
County Clerk Fee \$ 31⁻