

RECORDING REQUESTED BY

When Recorded Mail to:
Burrow Closing Management Corporation
520 W. Palmdale Blvd., Suite O
Palmdale, CA 93551
Cendant Mobility Services File #: 1183754

(Space above for recorder's use)

SPECIAL POWER OF ATTORNEY

I (We), G. Edward Conn and Rebecca Conn as principal(s), do hereby constitute and appoint either Burrow Closing Management Corporation, a California Corporation ACTING ALONE, or Cendant Mobility Services, a Delaware Corporation, ACTING ALONE (hereinafter referred to as the "Corporation"), as my (our) true and lawful agent (attorney(s)-in-fact) to act for me (us), and in my (our) name(s), place(s) and stead(s);

To enter upon and take possession of the real property located at and commonly known as 2002 Kimberly Drive, Klamath Falls, OR 97603 more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference, (hereinafter referred to as the "Property") that may belong to me (us), and/or to the possession of which I (we) may be entitled, including but not limited to any buildings or other structures on the Property and to take any and all actions on behalf of the undersigned for the exchange, transfer conveyance and/or sale of the Property;

To ask, and/or collect by all available legal avenues and to also receive any of the rents, profits, issues or income of any and all of the Property, or of any part(s) thereof;

To pay contest, and/or compromise any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the Property and to also receive refunds in connection with the taxes, charges and assessments that affect the Property;

To make, execute and deliver any deed, mortgage or lease, with or without covenants and/or warranties, regarding the Property, or of any part(s) thereof;

To do any act of management and/or conservation of the Property including but not limited to, repair, rebuilding or reconstructing any buildings, houses or other structures or any part(s) of the Property;

To obtain insurance of any kind, nature or description whatsoever, on any of the Property and/or in connection with the management, use or occupation thereof and/or on any personal property belonging to me (us) on the Property and/or regarding the rents, issues and profits arising therefrom, and to make execute and file proof(s) of all loss(es) sustained or claimable thereunder, and all other instruments in and about the same, and to make, execute and deliver receipts, releases or other discharges therefore, under seal or otherwise;

To demand, sue for, collect, and recover and receive all goods, claims, debts, monies, interests and demands whatsoever now due, or that may be hereafter due or belong to me (us) (including the right to institute any action, suit or legal proceedings for the recovery of any such Property or any part(s) thereof, to the possession whereof I (we) may be entitled), and to make, execute and deliver receipts, releases or other discharges therefore, under seal or otherwise;

To defend, settle, adjust, compound, submit to arbitration all actions, suits, accounts, reckonings, claims and demands whatsoever regarding the Property that now are, or hereafter shall be, pending between me (us) and any claimant, person, firm, association or corporation, in such manner and in all respects as my (our) said attorney-in-fact shall think fit;

To hire any and all accountants, attorneys at law, clerks, inspectors, appraisers, brokers, workmen, laborers and others, and to remove them, and appoint others in their place, and to pay and allow to the persons so employed such salaries, wages or other remuneration(s), as my (our) said attorney-in-fact shall think fit;

To use, develop, alter, replace, remove, erect, or install structures or other improvements upon the Property which the principal(s) has/have an interest and/or rights in the Property; and

Without in any way limiting the foregoing, generally to do, execute and perform any other lawful act, deed, matter or anything whatsoever, that ought to be done, executed and performed regarding the Property.

And I (we) do hereby ratify and confirm each and every act that my (our) said attorney-in-fact shall do, or cause to be done, in or about the Property, by virtue of this power of attorney.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal(s) hereto. This power of attorney may not be changed orally.

In order to induce any third party to act hereunder, I (we) 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 of knowledge of such revocation or termination shall have been received by such party, and I (we), for myself (ourselves) and for my (our) 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.

I (We) further agree to indemnify and hold harmless the Corporation, and its officers, directors and employees from any liability costs, damages or fees (including reasonable attorney fees) from the actions of Corporation exercised under the terms of this Power of Attorney, provided that acts of the attorney-in-fact are performed in good faith.

WITNESS WHEREOF, we have signed these presents this 1st day of Dec., 2000.

Signature G. Edward Conn
G. Edward Conn

Signature Rebecca Conn
Rebecca Conn

STATE OF IDAHO §
COUNTY OF BONNEVILLE § SS.
§

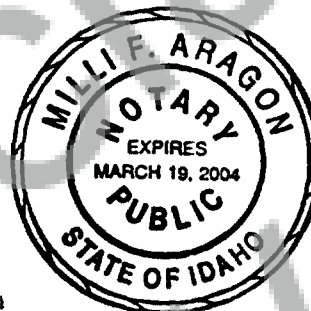
On December 6, 2000, before me, MILLI F. ARAGON, personally appeared G. EDWARD CONN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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

Milli F. Aragon

My Commission Expires: 03-19-2004



(This area for official notarial seal)

State of Oregon, County of Klamath
Recorded 01/26/01, at 253P m.
In Vol. M01 Page 3265
Linda Smith,
County Clerk Fee\$ 31