

01 OCT 13 PM 2:45



THIS SPACE RESERVED FOR RECORDER'S USE

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After recording return to:

Lee Sukraw  
1881 Lower Klamath Lk Rd  
Klamath Falls OR 97603

Escrow No. K57474B  
Title No. K57474B

### SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Lee Archie does hereby make constitute and appoint Lee R. Sukraw 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:

See legal description marked Exhibit "A" attached hereto and by this reference made a part herof as though fully set forth herein.

(being commonly known as: , , OR )

(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, chooses 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

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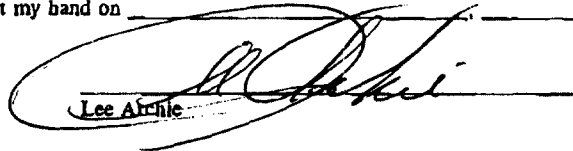
Special Power of Attorney  
continued...

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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.

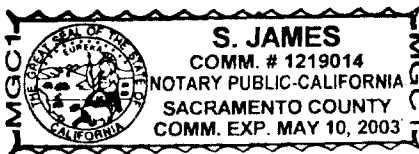
This Power of Attorney expires \_\_\_\_\_ months from the date hereof or SIX MONTHS FROM THE DATE HEREOF IF NO TIME PERIOD IS SPECIFIED.

In witness whereof, I have hereunto set my hand on \_\_\_\_\_

  
\_\_\_\_\_  
Lee Archie

STATE OF California  
County of Sacramento } ss.

<sup>sworn & subscribed to</sup>  
This instrument was acknowledged before me on this 2<sup>nd</sup> day of October, 2001  
by Lee Archie



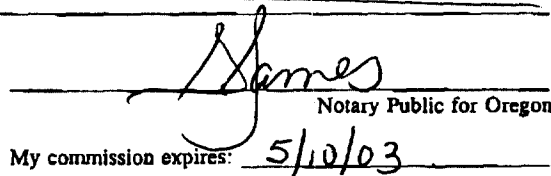
  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 5/10/03

Exhibit A

All of that portion of the SW ¼ NW ¼ of Section 27 Township 39 South, Range 9 East of the Willamette Meridian, which lies Southwesterly of the First Unit Main Drain ditch which crosses said SW ¼ NW ¼. And all that portion of the SE ¼ NE ¼ of Section 28 Township 39 South, Range 9 East of the Willamette Meridian lying Easterly of the East line of Lost River Diversion Channel, said East line being also the East line of premises described in Order Fixing Value and Final Judgment in Condemnation entered in case of United States of America Vs. J. F. Newman, etal, Civil No. 4716, in the District Court of the United States for the District of Oregon, which order was recorded July 13, 1950, in Book 240, page 174, Deed Records of Klamath County, Oregon and Westerly of a strip of land 105 feet in width heretofore deeded to the United States of America for drainage purposes.

State of Oregon, County of Klamath  
Recorded 10/03/01 at 2:45 p. m.  
In Vol. M01 Page 50613  
Linda Smith,  
County Clerk Fee \$ 26<sup>00</sup> 20<sup>00</sup> NS