

After recording return to:

Merholds 1885 Del MORO St.

Escrow No. \\Q 358
Title No.

THIS SPACE RESERVED FOR RECORDER'S USE

Vol. M03 Page 20252

State of Oregon, County of Klamath
Recorded 04/03/2003 10:51 Am.
Vol M03 Pg 2025 2 - 54
Linda Smith, County Clerk
Fee \$ 31 4 of Pgs 3

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That <u>G Craig Merhoff</u>, <u>Sr. and Martha B. Merhoff</u> does hereby make constitute and appoint <u>George C. Merhoff</u>, <u>Jr.</u> 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 Attached Exhibit "A" Legal Description

(being commonly known as: 1885 Del Moro St., Klamath Falls, OR 97601)

- (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.

20253

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 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.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and



That part of Lots 5 and 6 in Block 19 of Hillside Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

20254

Beginning at a point 50 feet Southwesterly along Del Moro Street from the point of intersection of the Southwesterly line of El Dorado Street and the Northwesterly line of Del Moro Street; thence Southwesterly along the Northwesterly line of Del Moro Street 40 feet; thence Northwesterly parallel with El Dorado Street 100 feet to the line between Lots 4 and 5 of said Block 19 of Hillside Addition; thence Northeasterly along said line 40 feet; thence Southeasterly parallel with El Dorado Street to the point of beginning.

