

## RECORDING REQUESTED BY

State of Oregon, County of Klamath  
 Recorded 03/30/2004 11:18 A m  
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 Linda Smith, County Clerk  
 Fee \$ 36.00 # of Pgs 4

When Recorded Mail to:  
 Burrow Closing Management Corporation  
 520 W. Palmdale Blvd., Suite O  
 Palmdale, CA 93551  
 Cendant Mobility Services File #: 1465501

1st 332841

(Space above for recorder's use)

## SPECIAL POWER OF ATTORNEY

I (We), Ron S. Tacchini and Deanna E. Tacchini as principal(s), do hereby constitute and appoint Burrow Closing Management Corporation, a California 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 1050 Sunset Beach Road, Klamath Falls, OR 97601 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.

The Corporation, its agents and employees are also authorized to obtain information with connection with my home and my relocation by accessing web-based sources maintained by lenders and others and providing them with such authentication as may be needed to obtain such information.

WITNESS WHEREOF, we have signed these presents this 21<sup>st</sup> day of FEBRUARY 2004.

Signature

  
Ron S. Tacchini

Signature

  
Deanna E. Tacchini

## ALL PURPOSE ACKNOWLEDGEMENT

State of OREGON  
County of KLAMATH

On 2/21/04 before me, LLOYD CURTIS SORG  
Date Name, e.g., "Jane Doe, Notary Public"  
Personally appeared RON S. TACCHINI & DEANNA E. TACCHINI  
Name of Signers

( ) 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/he/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 & official seal

Lloyd Curtis Sorg  
Signature of Notary



17640

CENDANT File No. 1465501

Property Address: 1050 Sunset Beach Road, Klamath Falls, OR 97601

**EXHIBIT "A"**

Lots 1 through 9, Sunset Beach, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.