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Vol M05 Page 40239

State of Oregon, County of Klamath

Recorded 05/31/05 3:40 Pm

Vol M05 Pg 40239-44

Linda Smith, County Clerk

Fee \$ 46.00 # of Pgs 6

Record and Return ☒ by Mail ☐ by Pickup to:

Wells Fargo Bank, N.A.

10220 SW Greenburg Rd., Suite 501

Portland, OR 97223

REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:

4620 Bly Mountain Cutoff Road

Street Address

Bonanza, OR 97623 Klamath ("Present Address").
City State Zip County

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"):

<u>Used</u>	<u>1999</u>	<u>Palm Harbor</u>
New/Used	Year	Manufacturer's Name
<u>448</u>	<u>20-3894</u>	<u>48/27</u>
Model Name/Model No.	Manufacturer's Serial No.	Length/Width

permanently affixed to the real property located at 4620 Bly Mountain Cutoff Road
Street Address

Bonanza, OR 97623 Klamath ("Property Address") and as more
City State Zip County

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, Wells Fargo Bank, N.A., ("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated May 23, 2005 executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the

4600

Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my 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 have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this 25th day of May, 2005.
Daniel L. Smith
 Borrower
[Signature]
 Witness

Daniel L. Smith
 Printed Name

Rhonda I. Smith
 Borrower
[Signature]
 Witness

Rhonda I. Smith
 Printed Name

STATE OF Oregon)
 COUNTY OF Clatsop) ss.:

On the 25th day of May in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel L. Smith and Rhonda I. Smith personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Signature [Signature]

Notary Printed Name

Notary Public; State of Oregon
 Qualified in the County of Clatsop
 My commission expires: 12/20/06
 Official Seal:



Drafted By: Holly Warren

EXHIBIT A
PROPERTY DESCRIPTION

See Attached Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying in the NE1/4 of the NW1/4 of Section 22, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Western boundary of the Bly Mountain Cut-Off road right of way, said point being approximately 417 feet South $4^{\circ} 11'$ West from that certain Brass Cap (1/4 corner) of record, located at the Northeast corner of the NE1/4 of the NW1/4 of Section 22, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and said point of beginning also being the Southeast corner of that certain parcel of land described in Volume M77, page 21908, Microfilm Records of Klamath County, Oregon; thence North $83^{\circ} 05'$ West along the Southerly boundary of said parcel a distance of 662 feet, more or less, to the Southwest corner thereof; thence Westerly and Southerly along the $111^{\circ} 58'$ arc of a circle having a 100 foot radius and centered at a point approximately 825 feet South $58^{\circ} 09'$ West from the aforesaid Brass Cap; thence South $14^{\circ} 53'$ East 221 feet; thence South $89^{\circ} 44'$ East a distance of 778 feet, more or less, to a point on the Western boundary of the Bly Mountain Cut-Off road right of way; thence North $15^{\circ} 58'$ West 271 feet, more or less, along said boundary to the point of beginning.

ALSO, beginning at a point on the Western boundary of the Bly Mountain Cut-Off road right of way, said point being approximately 679 feet South $3^{\circ} 15'$ East from that certain Brass Cap (1/4 corner) of record located at the Northeast corner of the NE1/4 of the NW1/4 of Section 22, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and said point of beginning also being the Southeast corner of the above described parcel; thence North $89^{\circ} 44'$ West along the Southerly boundary of said parcel 778 feet, more or less, to the Southwest corner thereof; thence South $14^{\circ} 53'$ East a distance of 196 feet, more or less, to the most Northerly Northeast corner of that certain parcel of land described in Volume M77, page 16396, Microfilm Records of Klamath County, Oregon; thence Southerly and Easterly along the $68^{\circ} 31'$ arc of a circle having a radius of 100 feet and centered at a point approximately 1026 feet South $35^{\circ} 06'$ West from the aforesaid Brass cap, said course also following the Northerly boundary of the parcel described in Volume M77, page 16396; thence continuing along the Northerly boundary of said parcel South $83^{\circ} 24'$ East a distance of 740 feet, more or less, to a point on the Western boundary of the aforesaid Bly Mountain Cut-Off road; thence North $15^{\circ} 58'$ West along said boundary a distance of 368 feet, more or less, to the point of beginning.

(Legal Description continued)

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LESS AND EXCEPTING :

Beginning at a point on the Western boundary of the Bly Mountain Cut-Off road right of way, said point being approximately 417 feet South $4^{\circ} 11'$ West from that certain Brass Cap (1/4 corner) of record, located at the Northeast corner of the NE1/4 of the NW1/4 of Section 22, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and said point of beginning also being the Southeast corner of that certain parcel of land described in Volume M77, page 21908, Microfilm Records of Klamath County, Oregon; thence North $83^{\circ} 05'$ West along the Southerly boundary of said parcel a distance of 662 feet, more or less, to the Southwest corner thereof; thence Westerly and Southerly along the $111^{\circ} 58'$ arc of a circle having a 100 foot radius and centered at a point approximately 825 feet South $58^{\circ} 09'$ West from the aforesaid Brass Cap; thence South $14^{\circ} 53'$ East 221 feet; thence South $89^{\circ} 44'$ East a distance of 778 feet, more or less, to a point on the Western boundary of the Bly Mountain Cut-Off road right of way; thence North $15^{\circ} 58'$ West 271 feet, more or less, along said boundary to the point of beginning.

Tax Account No.: 3811-022B0-00500-000

Key No.: 473516