

M05-65751

Klamath County, Oregon

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Pages 10 Fee: \$66.00

Record and Return ☒ by Mail ☐ by Pickup to:
Wells Fargo Home Mortgage Final Documents
1000 Blue Gentian Road MAC X9999-01M
Eagan, MN 55121

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:
16000 South Poe Valley Road

Street Address

Klamath Falls, OR 97603 Klamath ("Present Address").
 City State Zip County

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

<u>Used</u>	<u>1991</u>	<u>Fleetwood</u>
New/Used	Year	Manufacturer's Name
<u>4563A</u>	<u>IRFKN448A12651LP</u>	<u>72/28</u>
Model Name/Model No.	Manufacturer's Serial No.	Length/Width

permanently affixed to the real property located at 16000 South Poe Valley Road
 Street Address

Klamath Falls, OR 97603 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 September 15, 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,

66.00

releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the 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 _____ day of _____, _____
Bruce S. Jensen
Borrower

Witness

Bruce S. Jensen
Printed Name

Brenda High Jensen
Borrower

Witness

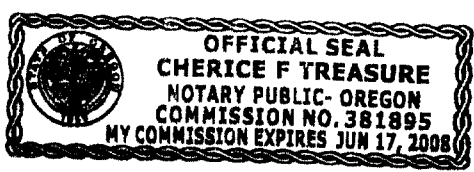
Brenda High Jensen
Printed Name

STATE OF Oregon)
COUNTY OF Klamath) ss.:

On the 22nd day of September in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce S. Jensen and Brenda High Jensen, 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.

Cherice F. Treasure
Notary Signature
Cherice F. Treasure
Notary Printed Name

Notary Public; State of Oregon
Qualified in the County of Klamath
My commission expires: 6/17/2008
Official Seal: _____



Drafted By: Holly Warren
Loan Number: 0145917159

Exhibit A
PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below or please see attached legal description:

See attached legal description

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A tract of land situated in Sections 13 and 24 of Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the West line of the NE1/4 SW1/4 of said Section 13 and the Center line of South Poe Valley Road; thence South along the West line of the E1/2 SW1/4 of said Section to the North line of said Section 24; thence West along said North line to the Northwest corner of said Section 24; thence South along the West line of Section 24 to the Southwest corner thereof; thence East along said South line to the Southeast corner of the SE1/4 SW1/4 of said Section; thence North to the Northeast corner of the S1/2 SE1/4 SW1/4; thence West to the Northwest corner thereof; thence North along the East line of the W1/2 W1/2 of said Section to a point 20 feet South of the Northeast corner thereof; thence East, parallel with and 20 feet Southerly from the North line of said Section 24, 1,006 feet to a point; thence North on a line parallel with the North South Center line of Section 13 to its intersection with the Center line of South Poe Valley Road; thence Northwesterly along said centerline to the point of beginning.

LESS AND EXCEPTING that portion lying within the right-of-way of South Poe Valley Road.

EXCEPTING all that portion thereof in said Section 24.

Tax Account No: 3910-01300-00601-000

Key No: 808852

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return ☒ by Mail ☐ by Pickup to:

Wells Fargo Home Mortgage Final Documents

1000 Blue Gentian Road MAC X9999-01M

Eagan, MN 55121

This Instrument Prepared By:

Holly Warren

Preparer's Name

Closer

Preparer's Title

10220 SW Greenburg Rd. #501

Preparer's Address 1

Portland, OR 97223

Preparer's Address 2

0145917159

Loan Number

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Bruce S. Jensen
Brenda High Jensen

[type the name of each Homeowner signing this Affidavit]:

being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

Used	1991	Fleetwood	4563A	ORFLM448A12651LP	72/28
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Manufacturer's Serial No.	Length/Width

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.

4. The Home is or will be located at the following "Property Address":

16000 South Poe Valley Road	Klamath Falls	Klamath	OR	97603
Street or Route	City	County	State	Zip Code

5. The legal description of the Property Address ("Land") is typed below or please see attached legal description:

See attached legal description

6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home ☐ is ☒ shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
8. The Home shall be assessed and taxed as an improvement to the Land.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
- (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
 - (c) The wheels, axles, towbar or hitch were removed when the Home was, placed on the Property Address; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:
- ☐ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
 - ☐ The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
 - ☐ The ☐ manufacturer's certificate of origin ☐ certificate of title to the Home ☒ shall be ☐ has been eliminated as required by applicable law.
 - ☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this _____ day of _____.

Bruce S. Jensen (SEAL)
Homeowner #1

Witness

Bruce S. Jensen
Printed Name

Brenda High Jensen (SEAL)
Homeowner #2

Witness

Brenda High Jensen
Printed Name

Homeowner #3 (SEAL)

Witness

Printed Name

STATE OF Oregon)

) ss.:

COUNTY OF Klamath)

On the 22nd day of September in the year 2005 before me, the undersigned, a Notary Public in, and for said State, personally appeared Bruce S. Jensen and Brenda High Jensen, 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.

Cherice F. Treasure
Notary Signature

Cherice F. Treasure
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Klamath

My commission expires: 6/17/2008

Official Seal:



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immoveable fixture and a permanent improvement to the Land.

Wells Fargo Bank N.A.

Lender

By: Cynthia Rawlinson

Authorized Signature

STATE OF Oregon)

) ss.:

COUNTY OF Washington)

On the 15th day of September in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Cynthia Rawlinson

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.

Holly Warren
Notary Signature

Holly Warren
Notary Printed Name

Notary Public; State of Oregon

Qualified in the County of Washington

My commission expires: 2-27-07

Official Seal:



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.