

HTC-13852 DS

M06-07042

Klamath County, Oregon

04/11/2006 02:41:43 PM

Pages 4 Fee: \$36.00

Record and Return ☒ by Mail ☐ by Pickup to:

Eagle Home Mortgage, Inc.
10510 NE Northup Way #300
Kirkland, Washington 98033

Loan Number: EZ63001

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:

1812 IVORY STREET

Street Address

KLAMATH FALLS, OREGON 97603

("Present Address").

City, State, Zip, County

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

Used	1995	CHAMPION
New/Used	Year	Manufacturer's Name
CHAMPION/UNKNOWN	16-95-7143391	40 X 27
Model Name/Model No.	Manufacturer's Serial No.	Length/Width

permanently affixed to the real property located at 1812 IVORY STREET

Street Address

KLAMATH FALLS, OREGON 97603

("Property Address") and as more

City, County, State, Zip

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full power of substitution, Eagle Home Mortgage, Inc.


("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 APRIL 3, 2006 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 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 of 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 4th day of April, 2006

Witness

-  4-4-06
Borrower TOBY F. BIRDWELL Date

Witness

- Jackie R Birdwell 4-01-06
Borrower JACKIE R. BIRDWELL Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

STATE OF OREGON

)

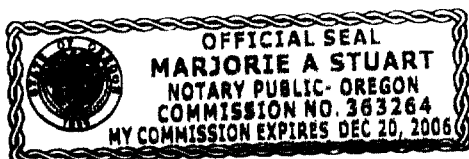
) ss.:

COUNTY OF KLAMATH

)

On the 4th day of April 2006 in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared TOBY F. BIRDWELL, JACKIE R. BIRDWELL

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.



(Official Seal)

[Signature]
Notary Signature

MA Stuart
Notary Printed Name

Notary Public; State of OR

Qualified in the County of Klamath

My Commission Expires: 12/20/06

EXHIBIT A

PROPERTY DESCRIPTION

THE NORTH 60 FEET OF TRACT NO. 52, PLEASANT HOME TRACTS,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.
A.P.N.: 3909-002BA-04700-000