

2007-018559

Klamath County, Oregon



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10/30/2007 08:55:48 AM

Fee: \$36.00



THIS SPACE RI

After recording return to:  
Judith McGee  
12455 SW 68th Ave.  
Portland, OR 97223

File No.: 7073-1066617 (DPL)  
Date: October 05, 2007

### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **Judith McGee**, does hereby make, constitute and appoint **Charles E. Defoe Jr.** 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 follows:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

(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 and/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 note therefore, with or without security; and to loan money and receive notes therefore with such security as he/she shall deem proper;

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(c) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any 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;


(e) This power shall not be affected by disability of the principle: 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 affect and inure to the benefit of and bind me or my heirs, devisees and personal representative as if I were alive, competent and not disabled.

(f) 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.

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and 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 masculine gender includes feminine or neuter, and the singular number includes the plural.

This Power of Attorney expires **SIX (6)** months from the date hereof.

Dated this 5<sup>th</sup> day of October, 2007  
Judith McGee

  
Judith McGee

APN: R153354

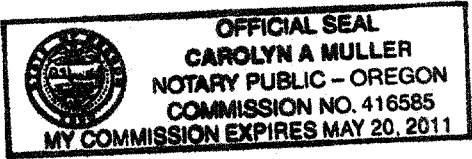
Special Power of Attorney  
- continued

File No.: 7073-1066617 (DPL)  
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STATE OF Oregon )  
County of Clackamas )ss.  
)

This instrument was acknowledged before me on this 5<sup>th</sup> day of OCTOBER, 2007  
by **Judith McGee**.

Carolyn A. Muller



Notary Public for Oregon

My commission expires: MAY 20, 2011

Unofficial Copy

**EXHIBIT A**

LEGAL DESCRIPTION:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 30, CRESCENT TOWNSITE, THENCE RUNNING WESTERLY ALONG STEEVENS STREET 100 FEET TO POINT OF BEGINNING THENCE CONTINUING WESTERLY ALONG STEEVENS STREET 100 FEET; THENCE SOUTHERLY PARALLEL TO HIWAY 97, 150 FEET THENCE; EASTERLY AT RIGHT ANGLES TO HIWAY 97, 100 FEET; THENCE NORTHERLY, ALONG WEST LINE OF HIWAY 97, 150 FEET TO PLACE OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF NORTHWEST QUARTER AND NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 9 EAST OF WILLAMETTE MERIDIAN IN THE ORIGINAL TOWN OF CRESCENT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF RIVERVIEW STREET WHICH IS 100 FEET SOUTHWESTERLY ALONG THE EASTERLY SIDE OF SAID STREET FROM ITS INTERSECTION WITH STEVENS STREET IN THE ORIGINAL TOWN OF CRESCENT; THENCE SOUTHWESTERLY 50 FEET ALONG EASTERLY SIDE OF RIVERVIEW STREET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO RIVERVIEW STREET 155 FEET; THENCE NORTHEASTERLY 150 FEET TO THE SOUTHWESTERLY LINE OF STEVENS STREET; THENCE NORTHWESTERLY 60 FEET ALONG STEVENS STREET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN VOLUME 275, PAGE 231, KLAMATH COUNTY DEED RECORDS; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO STEVENS STREET, 100 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 95 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 30, CRESCENT TOWNSITE AND RUNNING THENCE NORTHWESTERLY ALONG LINE CONFORMING WITH STEEVENS STREET, A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING DESCRIPTION OF LAND HEREIN CONVEYED; THENCE CONTINUING IN SAME DIRECTION 95 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH HIGHWAY 97, 100 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID HIGHWAY 95 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID HIGHWAY 100 FEET TO THE POINT OF BEGINNING.