

2008-002406

Klamath County, Oregon



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02/26/2008 11:35:30 AM

Fee: \$36.00



ATTN: NATIONAL RECORDINGS

When recorded return to:
First American Title Insurance Co.,
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114

File No.: 7110-338925 (CRJD)
Date: October 25, 2007

THIS SPACE RESERVED FOR RECORDER'S USE

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **Phillip V. Patti**, does hereby make, constitute and appoint **Gretchen Patti** 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:

Legal description attached hereto and made a part hereof as Exhibit "A"

(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;

APN:

Special Power of Attorney
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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;

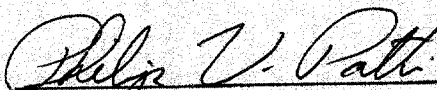
(e) This power shall not be affected by disability of the principle: All acts done by my Attorney pursuant to this power during any period of disability or incompetence or uncertainty as to whether I am dead or alive shall have the same affect and inure to the benefit of and bind me or my heirs, devisees 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.

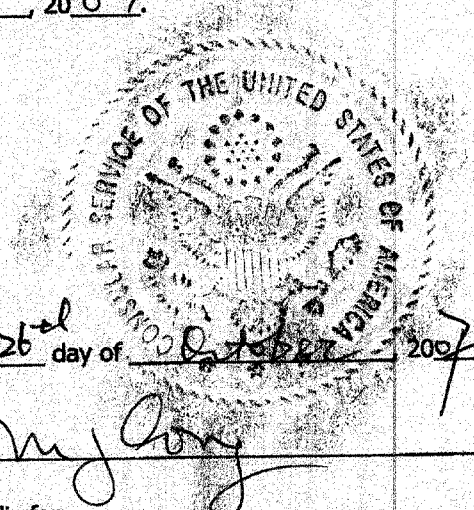
This Power of Attorney expires **SIX (6)** months from the date hereof.

Dated this 26 day of October, 2007.


Philip V. Patti

STATE OF People's Republic of China)
Municipality of Shanghai)
County of Consulate General of the United States of America)

This instrument was acknowledged before me on this 26th day of October, 2007
by Philip V. Patti


Notary Public for Mary Jo Long
My commission expires: Vice Consul of the United States
of America

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PRESIDENTIAL COMMISSIONS DO NOT EXPIRE
American Consulate General
Shanghai China

APN:

Special Power of Attorney
- continued

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Power of Attorney Check List

- ☐ WHY IS POWER OF ATTORNEY NEEDED?
___ Spouse not yet moved here
___ Party on vacation
___ Away on Business
- ☐ WHAT IS POWER OF ATTORNEY TO BE USED FOR?
___ Sign Earnest Money Agreement
___ Sign Deed (Sale)
___ Sign loan documents (refi-purchase) – is lender approval needed?
___ Sign escrow instructions
- ☐ HAVE YOU SPOKEN TO THE PRINCIPAL?
___ Are they living?
___ Are they competent (in a nursing home)?
___ Do they know and understand the terms of the transaction?
- ☐ DO YOU HAVE MANAGER APPROVAL FOR THIS POWER OF ATTORNEY?
___ Before acting as scrivener, has management given okay for use of form?
- ☐ HAS THE POWER OF ATTORNEY EXPIRED?
___ Check the dates on the face of the document?
- ☐ HAS THE CURRENT LEGAL DESCRIPTION BEEN INSERTED FOR SUBJECT PROPERTY?
- ☐ HAS THE POWER OF ATTORNEY BEEN PROPERLY EXECUTED AND NOTARIZED?
- ☐ HAS THE TITLE DEPARTMENT APPROVED THE POWER OF ATTORNEY FOR RECORDING & ISSUING THE POLICY OF TITLE INSURANCE?

NOTE: PARAGRAPH (f) SPECIFICALLY STATES THAT THIS POWER OF ATTORNEY DOES NOT GIVE AUTHORITY TO THE ATTORNEY-IN-FACT TO NEGOTIATE OR RECEIVE THE NET PROCEEDS FROM THIS TRANSACTION. THEREFORE, THE ESCROW INSTRUCTIONS AND NET PROCEEDS CHECK MUST BE PAYABLE TO THE PRINCIPAL.



This check list is to be used with FATCO Power of Attorney form only. Any other Power of Attorney will need to be submitted to the Title Department for approval.

Exhibit "A"

Real property in the City of Fort Klamath, County of Klamath, State of Oregon, described as follows:

Government Lot 6, Section 22, Township 33 South, range 7 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

APN: R-76250

 PATTI
14109782 OR
FIRST AMERICAN LENDERS ADVANTAGE
POWER OF ATTORNEY


United General Title Insurance Company