

2008-011818

Klamath County, Oregon



00051861200800118180050052

08/20/2008 03:35:36 PM

Fee: \$41.00

15+1255394

Record and Return to:  
GUARANTY BANK, F.S.B.

P.O. Box 245022

Milwaukee, WI 53224, Attn: Doc Control

**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:

3738 Bisbee St

Street Address

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

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

Used	1993	Redman	Shadowridge	55.3 x27.6
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length/Width
ore240220		ore240221	11818800 G0J3BG	
Serial No.		Serial No.	Serial No.	Serial No.

Permanently affixed to the real property located at 3738 Bisbee St

Street Address

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

and as more particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution GB Mortgage, LLC

, ("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 August 18, 2008 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,

F41-

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 documents 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 18th day of August, 2008

William D Cushman  
Borrower #1

Witness

William D Cushman  
Printed Name

Maibritt C. Cushman  
Borrower #2

Witness

Maibritt C Cushman  
Printed Name

Borrower #3

Witness

Printed Name

Borrower #4

Witness

Printed Name  
STATE OF OR

COUNTY OF Klamath ) SS.:

On the 18th day of August in the year 2008 before me, the  
Undersigned, a Notary Public in and for said State, personally appeared  
William D Cushman, Maibritt C Cushman

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 signatures(s) on the instrument, the individual(s), or the person  
on behalf of which the individual(s) acted, executed the instrument.

Dori Crain  
Notary Signature

Official Seal:

Dori Crain  
Notary Printed Name

Notary Public; State of Oregon  
Qualified in the County of Klamath  
My commission expires: 11/7/09



Drafted By: Colleen L. Winkley

Loan Number: 12081550

**Exhibit A**  
**PROPERTY DESCRIPTION**

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

Legal description attached.

New/Used: Used Year: 1993 Manufacturer's Name: Redman Model Name and Model No: Shadowridge  
Length/Width: 55.3 x27.6 Serial No.:orc240220 Serial No.:orc240221 Serial No.:11818800 G0J3BG  
Serial No.: which is affixed and attached to the land and is part of the real property.

## **EXHIBIT A**

### **LEGAL DESCRIPTION:**

LOT 12 IN BLOCK 7 OF ALTAMONT ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

SAVING AND EXCEPTING COMMENCING AT THE N.W. CORNER OF LOT 12 IN BLOCK 7 OF ALTAMONT ACRES; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 141.8 FEET; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 12, BLOCK 7 ALTAMONT ACRES DISTANCE OF 186 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 91.8 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 93 FEET; THENCE NORTHERLY PARALLEL TO THE WESTERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 50 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 12 BLOCK 7 ALTAMONT ACRES A DISTANCE OF 93 FEET TO THE POINT OF BEGINNING.

ALSO SAVING AND EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY BISBEE STREET.