

0090585381

2008-016121

Klamath County, Oregon



00057118200800161210040048

12/05/2008 03:18:18 PM

Fee: \$36.00

ATE 66148

Record and Return ☐ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X9999-01M

1000 BLUE GENTIAN ROAD

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:

5730 HOMEDALE ROAD

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"):

NEW	2005	KARSTEN HOMES	SD52204	052 x 027
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
TKCSTOR80526866A	TKCSTOR80526866B	TKCSTOR80526866C		
Serial No.	Serial No.	Serial No.	Serial No.	

permanently affixed to the real property located at 22479 HWY 70

Street Address

DAIRY, KLAMATH, OR 97625

("Property Address") and as more

City, County, State Zip

36 ATE

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 DECEMBER 03, 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, 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 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 _____.

Buddy E Kness
Borrower
BUDDY E KNESS

Witness

Meghan C Kness
Borrower
MEGHAN C KNESS

Witness

Borrower

Witness

Borrower

Witness

STATE OF Oregon)
COUNTY OF Klamath) ss.:

On the 4 day of December in the year 2008
before me, the undersigned, a Notary Public in and for said State, personally appeared
Buddy E Kness and Meghan C Kness
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.

Pam Shellito
Notary Signature

Pam Shellito
Notary Printed Name

Notary Public, State of Oregon

Qualified in the County of Klamath

My Commission expires: Nov 8, 2009

Official Seal:



Drafted By: PERSIDA SURDU [] Check if Construction Loan

Loan Number: 0090585381

Exhibit A

A portion of the NE 1/4 of the NW 1/4 of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, beginning 209 feet North of the Southeast corner of the NE 1/4 of the NW 1/4 of said section; thence West 418 feet; thence South 178 feet to the right of way line of the Dairy-Bonanza Highway; thence West along said right of way line 36 feet; thence North about 460 feet to the Southerly right of way line of the Klamath Falls-Lakeview Highway #140 (formerly #66); thence Northeasterly along said right of way line about 650 feet to the East line of the said NE 1/4 of the NW 1/4 of Section 34; thence South along said line about 731 feet to the point of beginning.

CODE:037 MAP: 3811-V34B0 TL: 01700 KEY: 485157

CODE:037 MAP: 3811-V34B0 TL: 01600 KEY: 485148

BEK
MCK