

0090513326

2008-016777

Klamath County, Oregon



00057870200800167770060068

12/23/2008 02:14:03 PM

Fee: \$46.00

ATE 66014

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:

36070 SADDLE MOUNTAIN PIT RD

Street Address

CHILOQUIN, OR 97624

("Present Address").

City, State Zip, County

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

NEW	2005	CMH	GOLDEN WEST GOLDEN WES	066 x 048
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Length x Width
ALB029875ORA	ABL029875ORB	ABL029875ORC		
Serial No.	Serial No.	Serial No.	Serial No.	

permanently affixed to the real property located at 36070 SADDLE MOUNTAIN PIT RD

Street Address

CHILOQUIN, KLAMATH, OR 97624

("Property Address") and as more

City, County, State Zip

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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 09, 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 16 day of December, 2008.

Darryl D. Mooneyham
Borrower
DARRYL D MOONEYHAM

Witness

Evelyn Mooneyham
Borrower
EVELYN MOONEYHAM

Witness

Borrower

Witness

Borrower

Witness

STATE OF Oregon)
COUNTY OF Klamath) ss.:

On the 16 day of December in the year 2008
before me, the undersigned, a Notary Public in and for said State, personally appeared
Darryl D. Mooneyham and Evelyn Mooneyham
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

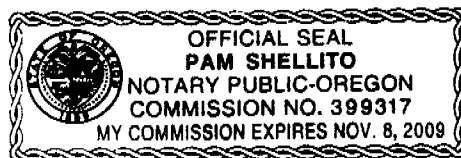
Pam Shellito
Notary Printed Name

Notary Public, State of Oregon

Qualified in the County of Klamath

My Commission expires: Nov 8, 2009

Official Seal:



Drafted By: MISCHEL BALDWIN [] Check if Construction Loan

Loan Number: 0090513326

EXHIBIT A

PROPERTY DESCRIPTION

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Exhibit A

PARCEL 1

A tract of land situated in the SW 1/4 of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the West line of the NW 1/4 and the North line of the Sprague River; thence Southeasterly along said North line of the Sprague River to the South line of the NW 1/4; thence East along said South line to a point which lies 944 feet from the Southwest corner of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW 1/4, North a distance of 480 feet to a point; thence West parallel to the South line of the NW 1/4 to the West line of the NW 1/4; thence South to the point of beginning.

Less and Except any portion of the above described property that lies within Drews Ranch Road.

PARCEL 2

That portion of the E 1/2 NW 1/4 SW 1/4 lying North of SPRAGUE RIVER and Westerly of Drews Ranch Road, also known as Skeen Ranch Road in Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3

All that portion of the SW 1/4 NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point South 89 degrees 21' 50" East 1203 feet from the Southwest corner of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW 1/4, North a distance of 60 feet to the true point of beginning; thence continuing North a distance of 420 feet to a point; thence due West 229 feet; thence South at right angles and parallel to the West line of the NW 1/4 to the Northwesternly line of the County Road (also known as Skeen Road); thence following said Northwesternly line and Northerly line in an Easterly direction to the point of beginning.

PARCEL 4

The Westerly 30 feet of the following described property:

All that portion of the SW 1/4 NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point South 89 degrees 21' 50" East 1203 feet from the Southwest corner of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, thence at right angles and parallel to the West line of the NW 1/4 North distance of 60 feet to the true point of beginning; thence continuing North a distance of 420 feet to a point; thence due West 259 feet; thence South at right angle and parallel to the West line

N.A.M. Em

of the NW 1/4 to the Northwesterly line of the County Road (also knows as Skeen Road); thence following said Northwesterly line and the Northerly line and in Easterly direction to the point of beginning in the Klamath County, State of Oregon.

CODE: 008 MAP: 3509-01100 TL: 00700 KEY: 252513

CODE: 008 MAP: 3509-01100 TL: 00900 KEY: 775450

EM D-P-M