

0107902819

2009-010174

Klamath County, Oregon



00070128200900101740050059

07/27/2009 03:42:42 PM

Fee: \$41.00

ATE 66848

Record and Return ☐ by Mail ☐ by Pickup to:

WFHM FINAL DOCS X2599-024

405 SW 5TH STREET

DES MOINES, IA 50309-4600

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:

145040 HWY 31

Street Address

LA PINE, OR 97739, KLAMATH

("Present Address").

City, State Zip, County

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

USED **1990** **LIBERTY**

New/Used	Year	Manufacturer's Name	Model Name
		40 27	09L24452X
Model No.		Length x Width	Serial No.
09L24452U			

Serial No.	Serial No.	Serial No.
permanently affixed to the real property located at <u>145040 HWY 31</u>		

Street Address

LA PINE, KLAMATH, OR 97739

("Property Address") and as more

City, County, State Zip



\$41 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 JULY 20, 2009 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 20th day of July 2009.

Merrie L Schrott
Borrower
MERRIE L SCHROTT

Witness

Borrower

Borrower

Witness

Borrower

STATE OF Oregon)
COUNTY OF Deschutes) ss.:

On the 20th day of July in the year 2009
before me, the undersigned, a Notary Public in and for said State, personally appeared

Merrie L Schrott
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.

Diana Pratt
Notary Signature

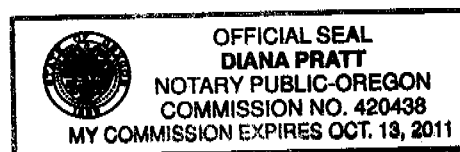
Notary Public, State of Oregon

My Commission expires: 10/13/2011

Official Seal:

Diana Pratt
Notary Printed Name

Qualified in the County of Deschutes



Drafted By: _____

EXHIBIT A
PROPERTY DESCRIPTION

SEE ATTACHED

Exhibit A

A portion of the SE 1/4 NE 1/4 Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the one-sixteenth section line which is 667.64 feet North 1°03'55" East along the one-sixteenth section line from the Southwest corner of the SE 1/4 of the NE 1/4 of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South 89°24'66" East 663.70 feet; thence North 1°43'00" East 331.40 feet; thence North 89°16'52" West 667.45 feet to the one-sixteenth section line; thence South 1°03'55" West 332.87 feet along the one-sixteenth section line to the point of beginning.

AND a portion of the SE 1/4 NE 1/4 of Section 36, Township 23 South, Range 10 East of the Willamette Meridian in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the one-sixteenth section line which is 332.87 feet North 1°03'55" East along the one-sixteenth section line from the Southwest corner of the Southeast of the NE 1/4 of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South 89°32'59" East 659.95 feet; thence North 1°43'00" East 331.40 feet; thence North 89°24'58" West 663.70 feet to the one-sixteenth section line; thence South 1°03'55" West 332.87 feet along the one-sixteenth section line to the point of beginning.

EXCEPTING THEREFROM that portion lying Easterly of the following described line:

Beginning at a point on the Southerly line of the land described in said deed recorded in Volume M90 at Page 1816; said point lying thereon South 89°32'32" East 330.10 feet from the Southwest corner of said deed; thence North 01°25'01" East, 409.38 feet; thence South 88°34'59" East, 28.00 feet; thence North 01°25'01" East, 35.00 feet; thence North 88°34'53" West, 28.00 feet; thence North 01°25'01" East, 220.01 feet to a point on the Northerly line of land described in said deed recorded in Volume M93 at Page 33688. Said point lying thereon South 89°15'45" East, 333.60 feet from the Northwest corner of said deed and the terminus of said line.

TOGETHER WITH an Agreement for Easement from ingress and egress dated October 15, 1993, recorded December 1, 1993 in Volume M93 at Page 31847, Deed Records of Klamath County, Oregon.

ALSO TOGETHER WITH a 20 foot wide access easement and the rights and privileges if access and egress engendered by said easement, the centerline of which is described as follows:

Beginning at a point on the East line of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which is 329.79 feet North 1°04'49" East along said East line from the quarter corner of said Section 36; thence North 89°32'59" West 652.51 feet; thence North 1°43'00" East 682.80 feet to its terminus, all of the above described lying within Section 36, Township 23 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

ALSO TOGETHER WITH a 20 foot wide access easement for ingress and egress, the Southerly line being described as follows:

Beginning at the Southeast corner of said deed recorded in Volume M90 on Page 1816; thence along the Southerly line of said deed North 89°32'32" West 329.85 feet to a point, said point lying on said Southerly line South 89°32'32" East, 330.10 feet from the Southwest corner of said deed.

CODE: 210 MAP: 2310-036A0 TL: 00500 KEY: 138773