



00089585201000103640050059

09/01/2010 10:30:34 AM

Fee: \$57.00

Recording Requested by &
When Recorded Return To:
Indecomm US Recordings
2925 Country Drive
St. Paul, MN 55117

Record 1st
76571848-01

MANUFACTURED HOME ⁽³⁾ LIMITED POWER OF ATTORNEY

00022559079208010

[Doc ID #]

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at

3959 old midland Rd Klamath Falls
Street Address City
Oregon 97603 Klamath ("Present Address").
State Zip County

Buyer/Owner of the following manufactured home:

Used 1998 Fuega
New/Used Year Manufacturer's Name
24 x 58
Model Name/Model No. Manufacturer's Serial No. Length/Width

permanently affixed to the real property located at

3959 OLD MIDLAND RD
KLAMATH FALLS, OR 97603-9723
[Property Address]

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

BANK OF AMERICA, N.A.

Manufactured Home Limited Power of Attorney
1E226-XX (10/08)(d/i)

Page 1 of 4



* 2 3 9 9 1 *



* 2 2 5 9 0 7 9 2 0 0 0 0 1 E 2 2 6 *

("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 or other documentation as may be necessary or proper to carry out the terms and provisions of the Security Instrument executed by the undersigned 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 or other documentation as may be necessary or proper to make application for and obtain the Certificate of Title for the manufactured home designated above, 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 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 real estate described in Exhibit A to be eligible for sale to 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 which may from time to time be deemed necessary to perfect, preserve and protect Lender's security interest in the Real Property, the manufactured home, 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 or other documentation are prepared the serial number for the manufactured housing unit may not be available. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon receipt of the serial number, I understand and agree that the above items may be completed and corrected 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 document.

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 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 Power of Attorney shall not be affected by my subsequent incapacity, disability, or incompetence. I do further grant unto said Attorney-in-Fact 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 11th day of Aug, 2010.

Andrew J. Nelmes
Borrower

Witness

Andrew J. Nelmes
Printed Name

Witness

Borrower

Witness

Printed Name

Witness

STATE OF Oregon)
COUNTY OF Klamath) ss.

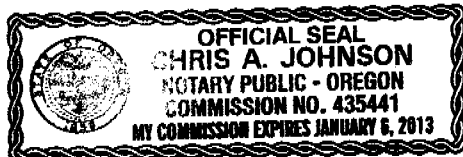
I, Chris Johnson, a Notary Public of the aforesaid County and State, do hereby certify that Andrew J. Nelmes personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 11th Aug day of Aug, 2010.


(Official Seal)

NOTARY PUBLIC, State of Oregon

My Commission Expires: 1-6-2013



CHICAGO TITLE INSURANCE COMPANY
AS ISSUING AGENT 1-800-943-1196

Title No NRE-CTW-T10-026946

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Klamath, STATE OF Oregon,
AND IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF SE 1/4 SE 1/4 OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, INCLUDED IN THE PARCEL OF LAND
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 9
EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, FROM WHICH THE
SOUTHEAST CORNER OF SAID SECTION 34 BEARS NORTH 89 DEGREES 50' EAST 969.7 FEET AND
RUNNING THENCE NORTH ALONG THE WESTERLY LINE OF PROPERTY OWNED BY KLAMATH
IRRIGATION DISTRICT A DISTANCE OF 210 FEET; THENCE SOUTH 89 DEGREES 50' WEST 75 FEET;
THENCE SOUTH 210 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE EAST ALONG THE SOUTH
LINE OF SAID SECTION A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

Parcel ID: 3909-03400-02500-000

Commonly known as 3959 OLD MIDLAND RD, Klamath Falls, OR 97603
However, by showing this address no additional coverage is provided



U01456164

2134 8/20/2010 76571848/2