

2011-004120

Klamath County, Oregon



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03/29/2011 11:17:45 AM

Fee: \$62.00

## RECORDING COVER SHEET

PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DOES NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

### AFTER RECORDING RETURN TO:

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238

\_\_\_\_ WHEN RECORDED, RETURN TO: \_\_\_\_\_  
\_\_\_\_ FIRST AMERICAN MORTGAGE SERVICES \_\_\_\_\_  
\_\_\_\_ 1100 SUPERIOR AVENUE, SUITE 200 \_\_\_\_\_  
\_\_\_\_ CLEVELAND, OHIO 44114 \_\_\_\_\_  
\_\_\_\_ NATIONAL RECORDING \_\_\_\_\_

6925526-6

1. **NAMES OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(A)  
NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property".

### LIMITED POWER OF ATTORNEY

2. **Grantor(s)** as described in ORS 205.160.

JOSEPH E BRAZIL

3. **Grantee(s)** as described in ORS 205.160.

MORTGAGE INVESTORS CORP

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:** for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260.

~~Order Recording Return to:~~

MORTGAGE INVESTORS CORPORATION  
ATTN: FINAL DOCUMENT DEPARTMENT  
6090 CENTRAL AVENUE  
ST. PETERSBURG, FL 33707

LOAN #: 11100074787  
MIN: 1000733-0000674958-8

# **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), **JOSEPH E BRAZIL**

whether one or more, each referred to below as "I" or "me," residing at:  
**1811 CREST ST**  
**Klamath Falls, OR 97603**

("Mailing Address").

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

New \_\_\_\_\_ Used   x   Year  1995  Length  66  Width  24   
Make  GUERDON   
Model Name or Model No.  GUERDON   
Serial No.  GDST0R099517374   
Serial No. \_\_\_\_\_  
Serial No. \_\_\_\_\_  
Serial No. \_\_\_\_\_

LOAN #: 11100074787

permanently affixed to the real property located at

1811 CREST ST

(Street Address)

Klamath Falls, OR 97603

(City, State, Zip)

Klamath

(County)

("Property Address") 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, **MORTGAGE INVESTORS CORPORATION, AN OHIO CORPORATION**

("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 **MARCH 8, 2011** 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.

LOAN #: 11100074787

WITNESS my hand and seal this 8TH day of MARCH, 2011.

Joseph E. Brazil (Seal)  
JOSEPH E BRAZIL

STATE OF OREGON

COUNTY OF KLAMATH

)  
) ss.:  
)

On the 8 day of MAR in the year 2011 before me,  
the undersigned, a Notary Public in and for said State, personally appeared JOSEPH E BRAZIL

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.

Rhonda J Young  
Notary Signature

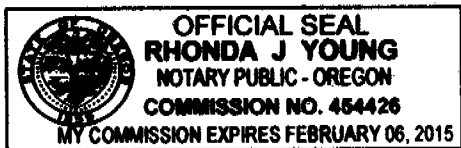
Official Seal:

RHONDA J YOUNG NOTARY PUBLIC OREGON  
Notary Printed Name

Notary Public; State of OREGON

Qualified in the County of KLAMATH

My commission expires: 2-6-15



LOAN #: 11100074787

**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 AS EXHIBIT "A".**

**APN #: R837571**

Unofficial  
Copy

**EXHIBIT 'A'**

File No.: 6925526n (kf)

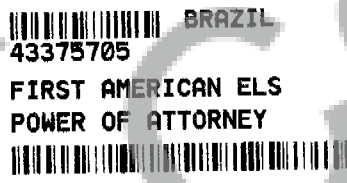
**A TRACT OF LAND SITUATED IN A PORTION OF LOT 43, BLOCK G, HOMECREST, A DULY RECORDED SUBDIVISION IN KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CREST STREET AND THE WEST LINE OF SAID LOT 43, FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 43 BEARS SOUTH 00° 06' 23" WEST 75.00 FEET; THENCE NORTH 00° 06' 23" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 16.00 FEET; THENCE SOUTH 89° 53' 37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 43, 298.78 FEET TO THE EASTERLY LINE OF SAID LOT 43; THENCE SOUTH 00° 04' 34" WEST 91.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43; THENCE NORTH 89° 53' 37" WEST ALONG THE SOUTH LINE OF SAID LOT 43, 166.61 FEET, MORE OR LESS, TO A POINT SOUTH 89° 53' 37" EAST 132.21 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 43; THENCE NORTH 00° 06' 23" EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 43, 75.00 FEET; THENCE NORTH 89° 53' 37" WEST 132.21 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE RECORDED SURVEY MAP OF SAID MINOR LAND PARTITION NO. 32-85.**

**TOGETHER WITH A MULTIWIDE MANUFACTURED HOME, Which is permanently affixed and attached to the land and is part of the Real Property and which, by intention of the parties shall constitute a part of the realty and shall pass with it:**

**Year/Make: 1995 / GUERDON  
L X W: 66 X 24  
VIN #'s GDST0R099517374**

**A.P.N. R837571**



**OR**