

WTC 90798-DS

2011-009007

Klamath County, Oregon



00105598201100090070020025

08/05/2011 11:05:29 AM

Fee: \$42.00

After Recording Return To:

Barbara J. Whalen
4210 Maplewood Dr.
Klamath Falls, OR 97603

[Space Above This Line For Recording Data]

SPECIFIC DURABLE POWER OF ATTORNEY

NOTICE: IF YOU HAVE ANY QUESTIONS ABOUT THE POWERS YOU ARE GRANTING TO YOUR AGENT AND ATTORNEY-IN-FACT IN THIS DOCUMENT, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT RELATES ONLY TO ACTIONS RELATED TO ONE SPECIFIC PROPERTY ADDRESS AND DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, MICHAEL J. WHALEN with a current address of
4210 MAPLEWOOD DR. KLAMATH FALLS, have made, constituted, and appointed, and by
these presents do hereby make, constitute and appoint
BARBARA L. WHALEN, whose current address is
4210 MAPLEWOOD DR. KLAMATH FALLS, my true and lawful attorney-
in-fact ("Agent") to act for me and in my name, place and stead, to undertake and to do all lawful
acts necessary to complete the purchase and/or financing and settlement of the following
property:

4210 MAPLEWOOD DR

Property Address: KLAMATH FALLS, OR ("Property") (~~LEGAL DESCRIPTION IS~~
~~ATTACHED~~). LOT 1 BLOCK 9 TRACT #1025, WINCHESTER

I hereby authorize my Agent to do all acts necessary and execute all documents necessary to
obtain financing and borrow money on my behalf and to pledge the Property as security on my
behalf for the following purposes:

(YOU MUST CROSS OUT ALL POWERS YOU WISH TO WITHHOLD FROM YOUR AGENT)

- Purchase the Property
- Refinance to pay off existing liens on the Property
- Improve, alter or repair the Property
- Establish a line of credit with the equity in the Property
- Withdraw cash equity from the Property

I hereby authorize my Agent to sign all documents necessary to consummate the loan on my
behalf, including but not limited to the execution, acknowledgment and delivery of all contracts,
applications for credit, deeds, notes, deeds of trust, mortgages, settlement statements, Truth-In-
Lending Act forms, Real Estate Settlement Procedures Act forms, any affidavits including but not
limited to those relating to Fannie Mae, Freddie Mac, private investor, private mortgage
insurance, title insurance, to receive federal, state, and investor required disclosures on my
behalf, and any and all other documents or amendments thereto necessary to the purchase
and/or encumbrance of the Property as fully and largely as I might or could do if acting
personally.

4210me

VA Loans Only: In the event my Agent applies for a loan on my behalf that is guaranteed by the Department of Veterans Affairs:

1. All or a portion of my entitlement may be used.
2. If this is a purchase transaction, the price of the Property is \$ _____
3. The amount of the loan to be secured by the Property is \$ _____ (including VA Funding Fee in amount if financed) at an initial rate of annual interest not to exceed _____ % payable in monthly payments of approximately \$ _____ each over _____ months.
4. I intend to use and occupy the Property as my home.
5. This specific power of attorney shall automatically expire 60 days from the date of this document unless revoked by my written revocation prior to said date.
6. I further authorize my Agent to execute any forms required by the Veterans Administration including but not limited to VA forms 1802, 1876, 1820, 1859 and any and all other documents or amendments thereto necessary to utilize my eligibility for VA Guaranty.

This Power of Attorney is effective immediately and revokes any previous powers of attorney granted by me relating to the Property only. Any third party who receives a copy of this Power of Attorney may act under it. Revocation of this Power of Attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

This Power of Attorney shall continue and remain in effect regardless of any incapacity or disability I may hereafter suffer.

I hereby ratify, confirm and declare that any act or thing lawfully done hereunder by my Agent shall be binding on myself and my heirs, legal and personal representatives, and assigns.

IN WITNESS HEREOF, I have set my hand this 15TH day of JULY, 20 11.

(Signature)

MICHAEL J. WHALEN
(Printed name)

Witness

Printed name: Debbie Sinnock

Witness

Printed name: MA Stuart

STATE OF Oregon
COUNTY OF Klamath

On this 15 day of July, 2011, before me, the undersigned Notary Public, personally appeared Michael J. Whalen and _____

known to be the individual described in and who executed the foregoing instrument and each duly acknowledged to me that they executed the same.

Notary Public

Printed name: B Jean Phillips

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

