



00106147201100094530090093

08/16/2011 12:57:50 PM

Fee: \$77.00

AFTER RECORDING RETURN TO:
DOCUMENT PROCESSING SOLUTIONS, INC.
590 W. LAMBERT RD.
BREA, CA 92821

Record and Return ☐ by Mail ☐ by Pickup to:

FINAL DOCS T7408-01F

4101 WISEMAN BLVD BLDG 108

SAN ANTONIO, TX 78251-4200

Apri- 3809-035DB-00900-000

GRN-11-46903

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.)

Grantee: *Glenn Duwayne Harrington and
Marilyn J. Harrington*

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

Grantee: *Wells Fargo Bank*

1270 HOMEDALE RD

Street Address

KLAMATH FALLS, OR 97603

("Present Address").

City, State Zip, County

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

USED 1998 REDMAN HOMES NA NA 066 x 028

New/Used Year Manufacturer's Name Model Name or Model No. Length x Width

11825744A 11825744B

Serial No.

Serial No.

Serial No.

Serial No.

permanently affixed to the real property located at 1270 HOMEDALE ROAD

Street Address

KLAMATH FALLS, KLAMATH, OR 97603

("Property Address") and as more

City, County, State Zip

Page 1

Initial:

NMFL # 7110 (MALA) Rev 11/2/08



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 01, 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.

Exhibit A

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

PARCEL 1 OF LAND PARTITION 45-97 BEING A PORTION OF LOT 59 OF FAIR ACRES SUBDIVISION NO. 1, SITUATED IN THE NW ¼ SE ¼ OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

Parcel ID: 3809-035DB-00900-000

Commonly known as 1270 Homedale Road, Klamath Falls, OR 97603
However, by showing this address no additional coverage is provided

1st day of July 2011

Witness

Witness

Borrower

Witness

Borrower

Witness

On the 1st day of July in the year 2011

before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Baker, Jr. Marlene K. Baker
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.

Notary Signature

Notary Printed Name _____

Notary Public, State of Oregon

Qualified in the County of Klamath

My Commission expires: 1-6-2013

Official Seal:



Drafted By: **DREW NIESLANIK**

☐ Check if Construction Loan

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

ECN-11-46903

Apr: 3809-035DB-00900-000

~~Record and Return~~ ☐ by Mail ☐ by Pickup to:
FINAL DOCS T7408-01F

4101 WISEMAN BLVD BLDG 108
SAN ANTONIO, TX 78251-4200

This Instrument Prepared By:

DREW NIESLANIK

Preparer's Name

12550 SE 93RD AVE, 4TH FLOOR, SUITE

Preparer's Address 1

CLACKAMAS, OR 970159786

Preparer's Address 2

AFTER RECORDING RETURN TO:
DOCUMENT PROCESSING SOLUTIONS, INC.
590 W. LAMBERT RD.
BREA, CA 92821

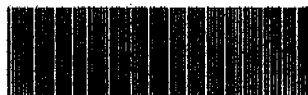
Grantor: Floyd Dwayne Harrington
Marilyn J. Harrington

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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Initial: 

NMFL # 7111 (MAHA) Rev 2/4/2008



FLOYD DWAYNE HERRINGTON
MARILYN G HERRINGTON

[Type the name of each Homeowner signing this Affidavit]:
being duly sworn, on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

| USED | 1998 | REDMAN HOMES | NA NA | 066 x 028 |
|------------|------|---------------------|-------------------------|----------------|
| New/Used | Year | Manufacturer's Name | Model Name or Model No. | Length x Width |
| 11825744A | | 11825744B | | |
| Serial No. | | Serial No. | Serial No. | Serial No. |

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Home is or will be located at the following "Property Address":
1270 HOMEDALE ROAD, KLAMATH FALLS, KLAMATH, OR 97603
Street or Route, City, County, State Zip Code

5. The legal description of the Property Address ("Land") is:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
See Exhibit "A"

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701,
NEWARK, NJ 071014701

6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home [] is [] shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
- (a) All permits required by governmental authorities have been obtained;
 - (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
 - (c) The wheels, axles, towbar or hitch were removed when the Home was, or will be, placed on the Property Address; and
 - (d) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A Homeowner shall initial only one of the following, as it applies to title to the Home:
(Closing and Agent: please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions)
- ☐ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
 - ☐ The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
 - ☐ The manufacturer's certificate of origin and/or certificate of title to the Home ☐ shall be ☐ has been eliminated as required by applicable law.
 - ☐ The Home shall be covered by a certificate of title.
13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 1st day of July 2011

[Signature]
Homeowner #1 (SEAL)
FLOYD DWAYNE HERRINGTON

Witness

[Signature]
Homeowner #2 (SEAL)
MARILYN G HERRINGTON

Witness

Homeowner #3 (SEAL)

Witness

Homeowner #4 (SEAL)

Witness

STATE OF Oregon)
COUNTY OF Klamath) ss.:

On the 1st day of July in the year 2011
before me, the undersigned, a Notary Public in and for said State, personally appeared Floyd Dwayne Herrington Marilyn G Herrington
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.

[Signature]
Notary Signature

Chris Johnson
Notary Printed Name

Notary Public, State of Oregon
My Commission expires: 1-6-2013

Qualified in the County of Klamath

Official Seal:

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

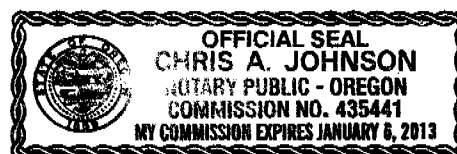


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Parcel ID: 3809-035DB-00900-000

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