

NOT 92578

2012-002657

Klamath County, Oregon

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.



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03/12/2012 03:32:47 PM

Fee: \$72.00

AFTER RECORDING RETURN TO:

LSI-LPS # 13245501

West Coast Recording Solutions

700 Cherrington Parkway

Coraopolis, PA 15108

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Non Durable Power of Attorney

2) DIRECT PARTY / GRANTOR(S)/MORTGAGEE(S) ORS 205.125(1)(b) and 205.160

David L. McFarland and Melissa K. McFarland

15562 Green Wing Loop

Keno, OR 97627

3) INDIRECT PARTY / GRANTEE(S)/MORTGAGOR(S) ORS 205.125(1)(a) and 205.160

Anthony Sisco - LSI

700 Cherrington Pkwy

Coraopolis, PA 15109

4) ADDITIONAL PARTY / BENEFICIARY/TRUSTEE/ASSIGNEE

n/a

5) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$

☐ Other

**6) UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING ADDRESS:**

N/A

7) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: FULL

(If applicable) PARTIAL

**8) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)**

\$

9) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT

PREVIOUSLY RECORDED IN BOOK

AND PAGE , OR AS FEE NUMBER ."

77Am

RECORDING REQUESTED BY:

LSI

700 Cherrington Parkway
Coraopolis, PA 15108

WHEN RECORDED MAIL TO:

LSI

700 Cherrington Parkway
Coraopolis, PA 15108
eLS Order # 13245501

NON DURABLE POWER OF ATTORNEY

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT" OR "ATTORNEY IN FACT" HEREINAFTER CALLED "AGENT/AIF") BROAD POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC TRANSACTION DURING A CERTAIN PERIOD OF TIME, WHICH INCLUDE POWERS TO PROMISE TO REPAY A DEBT WITH INTEREST AND MORTGAGE YOUR REAL PROPERTY FOLLOWING YOUR REVIEW OF YOUR LOAN DOCUMENTATION DURING A LOAN CLOSING TO BE CONDUCTED ON THE INTERNET. WITH RESPECT TO ANY LOSS OF, MISPLACEMENT OF, INACCURACY IN, OR FAILURE TO SIGN ANY LOAN DOCUMENTATION, YOUR AGENT/AIF WILL CONTINUE TO HAVE THESE POWERS AFTER THE LOAN CLOSING, FOR THE LIMITED PURPOSE TO REPLACE OR CORRECT SUCH LOAN DOCUMENTATION. IF THE ATTORNEY IN FACT HAS ACTUAL KNOWLEDGE OF ANY INCOMPETENCE BEFORE, DURING OR AFTER CLOSING, THE POWERS CONTAINED HEREIN WILL CEASE TO EXIST. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. ALTHOUGH USING A LIMITED POWER OF ATTORNEY DESIGNATING YOUR AGENT/AIF SHOULD MAKE YOUR LOAN CLOSING MORE CONVENIENT, YOU ARE NOT REQUIRED TO SIGN THIS DOCUMENT IN ORDER TO OBTAIN YOUR LOAN. BEFORE YOU DECIDE WHETHER TO SIGN OR IF YOU DO NOT UNDERSTAND THE PURPOSE OR EFFECT OF THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

BE IT KNOWN, that I, David L McFarland, Melissa McFarland

Whose residence address is: 15562 Green Wing Loop
Keno, OR 97627

Make and appoint the following persons who are employees of LSI, namely: Anthony Sisco, Casey Dill, Chereese Blackwell, Colleen Mooney, Greg Perdziola, Mary Dyll, Robert Jaymes C. Vincent, Rolanda Lee, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, Tymia Gunn, William Leonard, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis, PA 15108. Each of my agents may exercise the powers conferred in this power of attorney separately, without the consent of the other agent. My agents may delegate the powers, tasks and duties to one of the other agents but to no other person. My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes:

(A) Refinancing and/or home equity financing of the Real Estate located at 15562 Green Wing Loop, Keno, OR 97627 and legally described as (the "Property"):

(B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at: 15562 Green Wing Loop, Keno, OR 97627 to effectuate the above referenced refinancing and banking transactions with U.S. Bank National Association (hereinafter called "Lender"). See attached Exhibit A for full legal description.

(C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

- a. Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction;
- b. those documents needed by governmental and taxing authorities;
- c. lien waivers, subordination/waiver of homestead and any marital rights necessary to obtain the financing; and
- d. escrow instructions, closing or settlement statements, truth in lending disclosures (including notice of my right to rescind the credit extension, if applicable), loan applications, HUD-1 and other written instruments relating to the transaction.

(D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same located at 15562 Green Wing Loop, Keno, OR 97627.
ELS Order # 13245501.

Further giving and granting said Agent/AIF, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney is effective immediately and is limited to the specific transaction described above. This Power of Attorney shall not be effective in the event of my disability or incapacity. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at Closing Stream Department C/O LSI, 700 Cherrington Parkway, Coraopolis, PA 15108. When the Power of Attorney is recorded, any revocation will not be effective as to third parties until the revocation is recorded in the same county or other established governmental authority for the recording of Powers of Attorney. This Power of Attorney will terminate upon the proper recording of all documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction, except with respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation. With respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation, these powers will continue to exist for the limited purpose to replace or correct such documentation.

Conflict of Interest Disclosure. My Agent/AIF can enter into transactions with me or on my behalf in which my Agent/AIF is personally interested as long as the terms of the transaction are fair to me and I have agreed to such an action. I also understand that LSI receives fees for escrow and title services from the closing. I further understand that these fees will be detailed on my Settlement Statement that accompanies my loan documents.

I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.

TO INDUCE ANY THIRD PARTY TO ACT, I AGREE THAT ANY THIRD PARTY RECEIVING AN EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT ON THIS INSTRUMENT. ANY REVOCATION OR TERMINATION OF THIS INSTRUMENT WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNTIL SUCH THIRD PARTY HAS ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH REVOCATION OR TERMINATION. I, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, 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 REASONABLY RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

I, David L McFarland, Melissa McFarland, the principal, sign my name to this power of attorney this 2nd day of March, 2012, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: March 2, 2012

David L McFarland
David L McFarland

Dated: _____, 20____

Melissa McFarland

Dated: _____, 20____

Dated: _____, 20____

State of mt

County of Missoula

Subscribed, sworn to and/or acknowledged before me Belle M Chaffin by David L McFarland, ~~Melissa McFarland~~, the principal(s), this 2nd day of mar, 2012 and proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Belle M Chaffin
SIGNATURE OF NOTARY
10-31-2012

I, David L McFarland, Melissa McFarland, the principal, sign my name to this power of attorney this 2nd day of March, 2012, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: _____, 20____

Dated: March 2, 2012

Dated: _____, 20____

Dated: _____, 20____

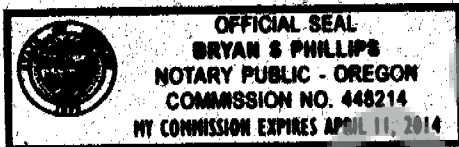
David L McFarland

Melissa McFarland

State of Oregon

County of CLATSOP

Subscribed, sworn to and/or acknowledged before me BRYAN S PHILLIPS by David L McFarland, Melissa McFarland, the principal(s), this 2nd day of March, 2012 and proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY

COMMISSION EXPIRES

4/11/14

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, Anthony Sisco, have read the attached power of attorney and am the person identified as the Agent/AIF for the Principal. I hereby acknowledge that when I act as Agent/AIF, I am given power under this Power of Attorney to make decisions about the refinancing the property belonging to the Principal, on the Principal's behalf, in accordance with the terms of this Power of Attorney. This Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, I am under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person's own affairs. If the exercise of my acts is called into question, the burden will be upon me to prove that I acted under the standards of a fiduciary. As the Agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others. As the Agent, my authority under this Power of Attorney will end when the Principal dies or becomes incompetent and I will not have authority to manage or dispose of any property or administer the estate. If I violate my fiduciary duty under this Power of Attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about this Power of Attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law, when I act as an agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

I will follow any instructions of the principal provided to me prior to or at the time of the loan closing to be conducted on the internet.

I will follow any closing instructions provided by LSI, the title insurer, lender, or other parties to the transaction related to the loan closing to be conducted on the internet.

Specimen signature of AGENT/Attorney in Fact: Anthony Sisco

State of PA

County of Allegheny

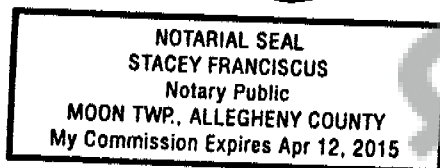
On this, the 5 day of MARCH, 2012, before me
STACEY FRANCISCUS, the undersigned, personally appeared
ANTHONY SISCO Agent/Attorney in Fact who Subscribed, sworn to and/or
acknowledged before me and proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal

Notary Public

My Commission Expires:

4-12-15



Order Number: 13245501

Exhibit A

Legal Description:

Lot 5, Block 30, FIFTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Unofficial
Copy