

2014-000520

Klamath County, Oregon



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01/22/2014 08:20:08 AM

Fee: \$77.00

**Record and Return To:**

Wells Fargo Home Mortgage

Attn: Pang Thao

2701 Wells Fargo Way

MAC: X99998-01L

Minneapolis, MN 55467

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**Document Title:**

Real Property and Manufactured Home Limited Power of Attorney

**Date of Document:**

01/08/2014

**Grantor (s):**

David V. Gardner

**Grantor's Address:**

2550 Pine Grove Rd

Klamath Falls, OR 97603

**Grantee(s):**

Wells Fargo Bank

**Grantee's Address:**

MAC X9998-OIL

PO BOX 1629

Minneapolis, MN 55440-9049

**Full Legal Description on page: 5**

Record and Return by Mail to:  
Wells Fargo Bank, N.A.  
FINAL DOCUMENTS T7408-01F  
4101 Wiseman Blvd Bldg 108  
San Antonio, TX 78251-4200

## 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), whether one or more, each referred to below as "I" or "me," residing at 2550 Pine Grove RD, KLAMATH FALLS, OR 97603-8939.

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

New or Used:	Used
Year:	1995
Manufacturer's Name:	Kit
Model Name or Model Number:	Kit n/a
Length x Width:	61 x 39
Serial Number:	1661-H9696B24 1661-H9696B24

permanently affixed to the real property located at 2550 Pine Grove RD, KLAMATH FALLS, OR 97603-8939 ("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, 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 January 9, 2013 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 lien holder 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 Mac"), 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

Please refer to Exhibit B



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.

Witness my hand and seal this 11 day of January 2013.

**Borrower**

David V Gardner 1/11/13  
David V Gardner Date  
Seal

Mary L Gardner 1/11/13  
Mary L Gardner Date  
Seal



Acknowledgment

State of Oregon

County of Marion

This instrument was acknowledged before me on January 11, 2013 by

David V. Gardner & Mary L. Gardner

Donna M. Mills

Notary Public

My commission expires:

6-11-2016



**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows

**PARCEL 1:**

**A PARCEL OF LAND LOCATED IN THE NE1/4 NW1/4, SECTION 9, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT A 1/2 INCH IRON PIPE ON THE SOUTH RIGHT OF WAY LINE OF PINE GROVE ROAD AND ON THE NORTH SOUTH CENTER OF SECTION LINE, SAID POINT BEING SOUTH 00 DEGREES 06' WEST, A DISTANCE OF 51 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 9 AND 14; THENCE CONTINUING SOUTH 00 DEGREES 06' WEST, A DISTANCE OF 513.93 FEET TO AN IRON PIN; THENCE WEST A DISTANCE OF 160 FEET TO A POINT; THENCE NORTH 21 DEGREES 02'55" WEST, A DISTANCE OF 288.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID PINE GROVE ROAD; THENCE NORTH 39 DEGREES 52' EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 207.01 FEET TO A POINT MARKING THE BEGINNING OF A 21.3 DEGREE CURVE TO THE RIGHT, WHICH HAS A LONG CHORD THAT BEARS NORTH 56 DEGREES 52' EAST AND A CHORD LENGTH OF 157.32 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING.**

**PARCEL 2.**

**A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M96, PAGE 9600, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, TO BE COMBINED WITH THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M95, PAGE 31259, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PINE GROVE ROAD MARKING THE NORTHEAST CORNER OF SAID DEED VOLUME M95, PAGE 31259, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 4 AND 9, TOWNSHIP 39, RANGE 10 EAST OF THE WILLAMETTE, MERIDIAN, KLAMATH COUNTY, OREGON, BEARS NORTH 00°06'00" EAST, 51.0 FEET; THENCE ALONG SAID RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 14°58'11" EAST, 256.48 FEET AND CENTRAL ANGLE EQUALS 23°19'12") 104.39 FEET, THENCE SOUTH 00°06'00" WEST. 420.25 FEET TO A POINT ON THE NORTH LINE OF PROPERTY LINE ADJUSTMENT 23.96; THENCE SOUTH 89°59'00" WEST, 103.50 FEET TO A POINT ON THE EAST LINE OF SAID DEED VOLUME M95, PAGE 31259, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 00°06'00" EAST, 414.45 FEET TO THE POINT OF BEGINNING.**

# MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

*Exhibit B*

Record and Return by Mail to:  
Wells Fargo Bank, N.A.  
FINAL DOCUMENTS T7408-01F  
4101 Wiseman Blvd Bldg 108  
San Antonio, TX 78251-4200

This Instrument Prepared by:  
DAVID VO  
1150 W WASHINGTON STREET  
TEMPE, AZ 85281-0000

**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.

[type the name of each Homeowner signing this Affidavit]:

David V Gardner and Mary L Gardner, husband and wife

being duly sworn, on his or her oath state as follows:

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

New or Used:	Used
Year:	1995
Manufacturer's Name:	Kit
Model Name or Model Number:	Kit n/a
Length x Width:	61 x 39
Serial Number:	1661-H9696B24
	1661-H9696B24

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": 2550 Pine Grove RD, KLAMATH FALLS, OR 97603-8939
5. The legal description of the Property Address ("Land") is: LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
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.
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, tow bar 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.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 11 day of January, 2013.

**Borrower**

David V Gardner 1/11/13  
Date  
Seal

Mary L Gardner 1/11/13  
Date  
Seal



Acknowledgment

State of Oregon

County of

Marion

This instrument was acknowledged before me on

January 11, 2013

David V. Gardner & Mary L Gardner

Donna M. Mills

Notary Public

My commission expires:

6-11-2016

