

Record and Return by Mail to:

Wells Fargo Bank, N.A.
FINAL DOCS N9287-011
1000 Blue Gentian Rd
Eagan, MN 55121

2018-009896

Klamath County, Oregon

08/22/2018 08:38:01 AM

Fee: \$137.00

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 136619 Main ST, CRESCENT, OR 97733.

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

New or Used:	Used
Year:	2003
Manufacturer's Name:	SILVERCREST
Model Name or Model Number:	DISCOVERY 4403F
Length x Width:	40 x 28
Serial Number:	11829388A 11829388B

permanently affixed to the real property located at 136619 Main ST, CRESCENT, OR 97733 ("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 February 1, 2018 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 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.

Witness my hand and seal this 13 day of July 2018.

Borrower

NRM Bozarth 7/13/18
Nicholas R Bozarth Date
Seal

Jazmin Weygandt 7/13/18
Jazmin Weygandt Date
Seal

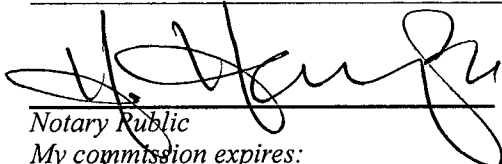


Acknowledgment

State of Oregon

County of Deschutes

This instrument was acknowledged before me on 7/13/18 by
Nicholas R Bozarth and Jazmin V Weygandt



Notary Public
My commission expires:
June 14, 2020

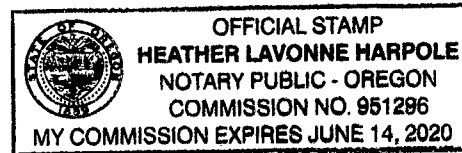


EXHIBIT A
PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below or please see attached legal description:
SEE ATTACHED LEGAL DESCRIPTION



MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return by Mail to:

Wells Fargo Bank, N.A.
FINAL DOCS N9287-011
1000 Blue Gentian Rd
Eagan, MN 55121

This Instrument Prepared by:

Ghandy Bartolo Garcia
FINAL DOCS N9287-011
1000 Blue Gentian Rd
Eagan, MN 55121

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]:

Nicholas R. Bozarth and Jazmin V. Weygandt as tenants by the entirety

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:	2003
Manufacturer's Name:	SILVERCREST
Model Name or Model Number:	DISCOVERY 4403F
Length x Width:	40 x 28
Serial Number:	11829388A
	11829388B

- The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- 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.
- The Home is or will be located at the following "Property Address": 136619 Main ST, CRESCENT, OR 97733
- The legal description of the Property Address ("Land") is: SEE ATTACHED LEGAL DESCRIPTION
- 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.
- 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.
- The Home shall be assessed and taxed as an improvement to the Land.
- 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 13 day of July, 2018.

Borrower

NRM Bozarth 7/13/18
Nicholas R Bozarth Date
Seal

Jazmin Weygandt 7/13/18
Jazmin Weygandt Date
Seal

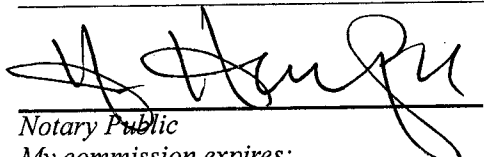


Acknowledgment

State of Oregon

County of Deschutes

This instrument was acknowledged before me on 7/13/18 by
Nicholas R Bozarth and Jazmin V Weygandt



Notary Public

My commission expires:

June 14, 2020



Legal Description

LEGAL DESCRIPTION:

Lots 15-21 in Block 40, Crescent, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon