

2018-013329

Klamath County, Oregon

10/31/2018 12:34:00 PM

Fee: \$107.00

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) &
205.238:

**AmeriTitle Medford
1501 E McAndrews Rd.
Medford, OR 97504**

2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Real Property and Manufactured Home Limited Power of Attorney

3. DIRECT PARTY / GRANTOR and Address – Required by ORS 234(1)(b)

David V. Gardner and Mary L. Gardner

Grantor's Address:

**2550 Pine Grove Road
Klamath Falls, OR 97603**

4. INDIRECT PARTY / GRANTEE and Address – Required by ORS 234(1)(b)

Wells Fargo Bank, NA

Grantee's Address:

**Final Docs N0012-01B
6200 Park Ave.
Des Moines, IA 50321**

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:

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

NO CHANGE

6. TRUE AND ACTUAL

CONSIDERATION – Required by
ORS 93.030 for an instrument
conveying or contracting to convey
fee title or any memorandum of
such instrument:

\$N/A ***

**7. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A
LIEN OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORECLOSURE –**

Required by ORS 312.125(4)(b)(B):

N/A

*****This document is directly related to the loan that is the subject of Deed of Trust,
Instrument No. 2018-004790, recorded on April 20, 2018 in the real property records of
Klamath County, Oregon.*****

Record and Return by Mail to:
Wells Fargo Bank, N.A.
FINAL DOCS N0012-01B
6200 PARK AVE
DES MOINES, IA 50321

ATTENTION 22289004 UKP

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:	1996
Manufacturer's Name:	KIT
Model Name or Model Number:	SIERRA
Length x Width:	61 x 40
Serial Number:	KMH961324166AB KMH961324166AB KMH961324166AB

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 April 14, 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

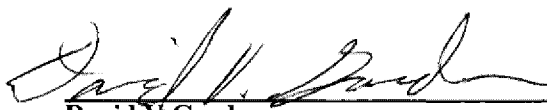
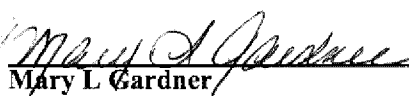


Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary 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 16th day of April 2018.

Borrower

	<u>4-16-18</u>		<u>April 16, 2018</u>
David V Gardner	Date	Mary L Gardner	Date
	Seal		Seal



Acknowledgment

State of Oregon

County of JACKSON

This instrument was acknowledged before me on 4-16-18 by

DAVID V. GARDNER and MARY L. GARDNER

Mychal Kenneth Pond
Notary Public

My commission expires: 11-21-21

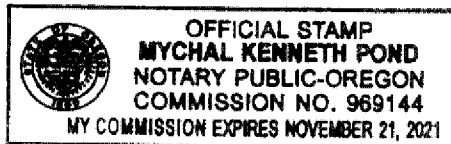


EXHIBIT A
PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below or please see attached legal description:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



EXHIBIT "A"

222890AM

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° 06' West, a distance of 51 feet from the quarter corner common to Sections 9 and 14; thence continuing South 00° 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° 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° 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° 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.