### **2020-001031** Klamath County, Oregon 01/27/2020 11:09:01 AM Fee: \$117.00

1004 - 3300 FOR SH When recorded, return to: Indecomm Global Services Mailstop - FD-EG-9900 1260 Energy Lane St. Paul, MN 55108

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LOAN #: 1903822600 MIN: 1000235-0019038889-2

# REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(Solely to execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), Paul Franco AND Michele Franco

whether one or more, each referred to below as "I" or "me," residing at: 146637 Bills Rd, Gilchrist, OR 97737

("Mailing Address").

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

New	Used	Year 1985	Length 48	Width_24
			· ······	

Make\_FUQUA

Model Name or Model No.\_\_\_

Ellie Mae, Inc.

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Acoraing return to: Aret American Title Sy5 SW Blutt Drive, Suite 100 Bend, OR 97702



LOAN #: 1903822600

(Street Address)

(City, State, Zip)

Serial NoNKNOWN	 
Serial No	 
Serial No	
permanently affixed to the real property located at	

## 146637 Bills Rd Gilchrist, OR 97737 Klamath

(County) ("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, Evergreen Moneysource Mortgage Company, a Washington Corporation

("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 18, 2020 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.

Ellie Mae, Inc.

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LOAN #: 1903822600

DATE

(Seal)

WITNESS my hand and seal this 18th

PÁUL FRANCO

anco **MICHELE FRA** 

DATE (Seal) Z

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State of Uver County of (

This instrument was acknowledged before me on by PAUL FRANCO AND MICHELE FRANCO.

OFFICIAL STAMP SHARA NICOLE BAUMAN NOTARY PUBLIC - OREGON COMMISSION NO. 969751 MY COMMISSION EXPIRES DECEMBER 25, 2021

Signature of Notarial Officer

ÉD

Title (and Rank)

day of January, 2020.

My commission expires: 10 23/21

Ellie Mae, Inc.

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### Date: December 11, 2019

## EXHIBIT 'A'

#### LEGAL DESCRIPTION:

Lot 20 in Block 6 of JACK PINE VILLAGE, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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