Klamath County, Oregon 05/15/2024 01:08:02 PM

Fee: \$97.00



When recorded, return to: Summit Funding, Inc. **ATTN: Final Document Department** P.O. Box 15167 Sacramento, CA 95813-9998

> LOAN #: KLF2404X908030 MIN: 1002411-0611644745-1

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), Timothy Wayne Horton and Cynthia Horton

whe	ther	one	or more,	each	referre	d to	below	as "I"	or "me	e," re	siding	at:
131	Fall	en L	eaf Driv	e, Vac	aville,	CA	95687	•				

("Mailing Address").

I am the Buyer/Owner of the following manufactured home (the "Manufactured Home"): ____ Width 27_ New_ X Year 1993 Length 66 _ Used___ Make MARLETTE HOME Model Name or Model No. 2301 GMANPRDU 1114 ICE Mortgage Technology, Inc. Page 1 of 3

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LOAN #: KLF2404X908030

Serial No. H-008563 A/B	
Serial No	
Cellai 110	
O-S-IN-	
Serial No	
Serial No	
permanently affixed to the real property located at	
13155 Highway 140 E	(Street Address
Klamath Falls, OR 97603	(City, State, Zip)
Klamath	(County
("Property Address") and as more particularly described on Exhibit Aa	
I do hereby irrevocably make, constitute, appoint and authorize with	full powers of substitution,

("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 May 14, 2024 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.

ICE Mortgage Technology, Inc.

Summit Funding, Inc.

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WITNESS my hand and seal this 14th

day of **May, 2024.**

	Jimothy Wayne Horton	5-1424 (Seal) DATE
(Cynthia L. Horton	5-14-24 (Seal)
	State of OREGON County of KLAMATH	
	This record was acknowledged before me on by TIMOTHY WAYNE HORTON AND CYNTHIA HOR	TON. 5/14/24 (date)
	OFFICIAL STAMP MELISSA RENEE COOK NOTARY PUBLIC-OREGON COMMISSION NO. 1022472 MY COMMISSION EXPIRES MARCH 07, 2026	otary Public, State of

ICE Mortgage Technology, Inc.

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Exhibit A

APN #: 874510

Parcel 2 of Land Partition 14-93, located in the SW1/4 of the SE1/4 of Section 15, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with a 30 foot wide access easement as set out in Land Partition 14-93 over and across Parcel 1 of said Partition.

ALSO TOGETHER WITH a 30-foot easement for ingress and egress over and across the following described Parcel of land:

Beginning at a point on the North line of the O.C. & E. Railroad right of way, said point being the intersection of said North right of way and the South extension of the East line of the Obenchain parcel; thence North 420.00 feet; thence North 85° 30' 34" East 30.09 feet; thence South 417.88 feet to the North line of the O.C. & E. Railroad right of way; thence South 81° 36' 00 West 30.32 feet to the point of beginning.

ALSO TOGETHER WITH a 12-foot wide roadway from Oregon, California and Eastern Railway Company, a Nevada corporation to Herman F. Romtvedt, dated January 29, 1976, recorded February 27, 1981 in Volume M81, page 3433, Microfilm Records of Klamath County, Oregon.

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