

APN: 007-380-56

ES080W# 05-25509-05 | 9015-2212789

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
2005 AUG 31 PM 4:36Record and Return ☐ by Mail ☐ by Pickup to:

U.S. FINANCIAL MORTGAGE CORP.

735 SUNRISE AVENUE, SUITE 210

ROSEVILLE, CALIFORNIA 95661

EUREKA COUNTY, NEVADA
P.H. REDELEATH, RECORDER
FILE NO.

200949

FEES 41.00

Loan Number: 0710011874

**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:

588 A LANE

Street Address

EUREKA, NEVADA 89316

("Present Address").

City, State, Zip, County

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

New2005Nashua

New/Used

Year

Manufacturer's Name

Villa PlusIDA215460/IDA21545970 X 26

Model Name/Model No.

Manufacturer's Serial No.

Length/Width

permanently affixed to the real property located at 588 A LANE, EUREKA, NEVADA 89316

Street Address

City, County, State, Zip

("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 power 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 AUGUST 22, 2005 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

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To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy of 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 day of

Witness

Witness

John L. Byrne 8.24.05
Borrower JOHN L. BYRNE Date

Barbara R. Byrne 8.24.05
Borrower BARBARA R. BYRNE Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

STATE OF NEVADA)

COUNTY OF EUREKA) ss.:

Churchill

On the 24th day of August

In the year 2005 before me, the undersigned, a Notary

Public in and for said State, personally appeared JOHN L. BYRNE, BARBARA R. BYRNE

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.



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Ronda Plamondon
Notary Signature

Ronda Plamondon
Notary Printed Name

File Number: 9015-2212789

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 of the Parcel Map of Parcel No. 2, in Government Lot 16 for Jerry Anderson, recorded October 1, 1984 as File No. 96028, filed in the Office of the County Recorder, Eureka County, Nevada, located within the Southeast Quarter (SE1/4) of Section 29, Township 20 North, Range 53 East, M.D.B. & M.

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