

532140

No. _____
AT THE REQUEST OF:
MOSCOW TITLE INC
DATE & HOUR:
8.26.09 3:11
SUSAN PETERSEN
LATAH COUNTY RECORDER
Fee \$ 15.00 BY [Signature]

UNNOTED

MANUFACTURED HOME LIMITED POWER OF ATTORNEY

210279731

[Loan #]

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at
4496 Highway 8 Beplate
Street Address City
ID 83823 Latah ("Present Address").
State Zip County

Buyer/Owner of the following manufactured home:

used 1999 Fleetwood
New/Used Year Manufacturer's Name
Fleetwood Waverly Crest 7604 N WA FLX31140816WCL3
Model Name/Model No. Manufacturer's Serial No. Length/Width

permanently affixed to the real property located at

4496 HIGHWAY 8
DEARY, ID 83823-9697
[Property Address]

→ 27x66

and as more particularly described on Exhibit A attached hereto (the "Real Property"), does hereby irrevocably
make, constitute, appoint and authorize with full powers of substitution,
BANK OF AMERICA, N.A.

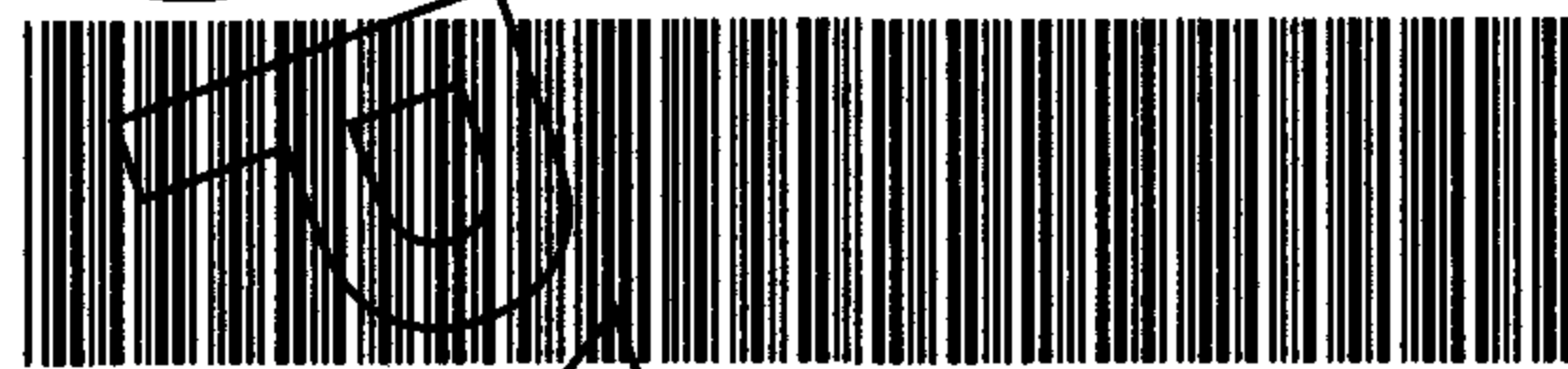
WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311
21098607

Manufactured Home Limited Power of Attorney
1E226-XX (10/08)(d/i)

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* 2 3 9 9 1 *



* 2 1 0 2 7 9 7 8 1 0 0 0 0 0 1 E 2 2 6 *

LOAN #: 210279731

UNZ

("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 or other documentation as may be necessary or proper to carry out the terms and provisions of the Security Instrument executed by the undersigned 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 or other documentation as may be necessary or proper to make application for and obtain the Certificate of Title for the manufactured home designated above, 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 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 real estate described in Exhibit A to be eligible for sale to 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 which may from time to time be deemed necessary to perfect, preserve and protect Lender's security interest in the Real Property, the manufactured home, 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 or other documentation are prepared the serial number for the manufactured housing unit may not be available. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon receipt of the serial number, I understand and agree that the above items may be completed and corrected 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 document.

COPY

LOAN #: 210279731

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 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 Power of Attorney shall not be affected by my subsequent incapacity, disability, or incompetence. I do further grant unto said Attorney-in-Fact 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 1st day of July 2009.

Joseph Greg Beplate
Borrower

Witness

Joseph Greg Beplate
Printed Name

Witness

Cindi L. Beplate
Borrower

Witness

Cindi L. Beplate
Printed Name

Witness

LOAN #: 210279731

STATE OF

COUNTY OF

IDAHO

LATAH

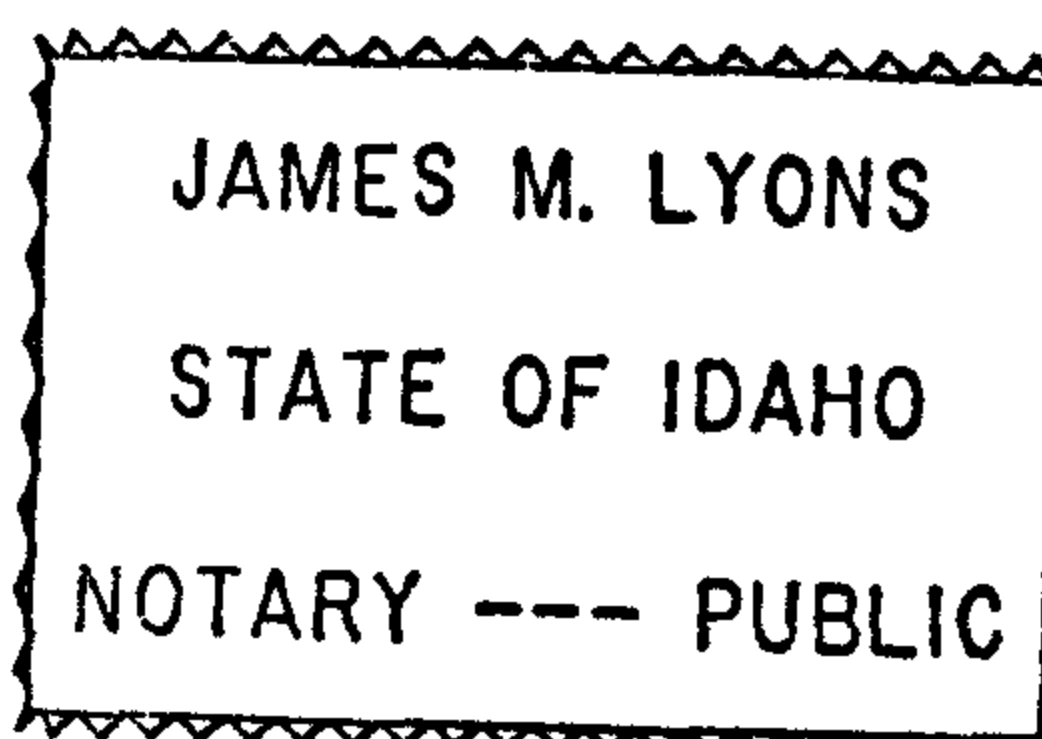
) ss.

I, JAMES M. LYONS, a Notary Public of the aforesaid County and State, do hereby certify that JOSEPH GREG BEPLATE AND CINDI L. BEPLATE personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 1ST day of

JULY 2009.

James M. Lyons
(Official Seal) Exp 6/04/2013

NOTARY PUBLIC, State of IDAHOMy Commission Expires: 6/04/2013

MTI-14272

EXHIBIT A

A tract of land lying in the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 40 North, Range 3 West, Boise Meridian, Latah County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 36, said township and range; thence North $89^{\circ}40'09''$ West, 1097.92 feet along the North boundary of said Section; thence South $0^{\circ}20'05''$ East, 697.36 feet to a point of intersection with the Northernly right-of-way of State Highway 8; thence along said Northernly right-of-way the following courses: along a spiral whose chord and bearing is North $60^{\circ}47'55''$ East, 290.35 feet to PSC Highway Station 216+37.36; along a curve to the right 790.16 feet $\Delta=22^{\circ}52'$ $R=1979.86$ feet to Highway Station 223+99.58 PCS; along a spiral whose chord and bearing is North $89^{\circ}20'58''$ East, 74.96 feet to Highway Station 224+74.54 POS; thence North $0^{\circ}16'36''$ West, 383.00 feet along the Eastern boundary of Section 36 to the Northeast corner and the True Point of Beginning.

EXCEPT the East 652.92 feet, as measured from the Northwest corner of said tract.

ALSO EXCEPTING a legal description for a parcel of land located in the NE 1/4 NE 1/4 of Section 36, T40N, R3W BM and being more particularly described as follows:

Beginning at the Northeast corner of Section 36, T40N, R3W BM; thence North $89^{\circ}40'09''$ W. 652.92 feet along the North line of said Section 36 to the True Point of Beginning. Thence South $0^{\circ}20'05''$ E, 481.96 feet to the Northern R/W of State Highway 8; Thence, along said R/W, 20.99 feet along a curve to the left with $\Delta=0^{\circ}36'27''$, Radius=1979.86 feet, Chord=20.99 feet, and Chord Bearing S $71^{\circ}58'42''$ W; Thence, leaving said R/W, North $0^{\circ}20'05''$ W, 487.98 feet, to the Northern line of said Section 36; Thence, along said Northern line South $89^{\circ}40'09''$ E, 20.00 feet to the True Point of Beginning.