



200703300262

Skagit County Auditor

3/30/2007 Page 1 of 5 3:27PM

AFTER RECORDING MAIL TO:

Name Landway Settlement Services
Address 27271 Las Ramblas
City/State Mission Viejo, CA 92691

Document Title(s):

1. Power of Attorney

FIRST AMERICAN TITLE CO.

88705-1

Reference Number(s) of Documents Assigned or released:

Grantor(s):

1. Smith, Thomas N.
2. Smith, Susan D.

[] Additional information on page of document

Grantee(s):

1. Landway Settlement Services
2.

[] Additional information on page of document

Abbreviated Legal Description:

Lot 62, "Plat of Eaglemont, Phase 1A"

Tax Parcel Number(s):

P104331

[x] Complete legal description is on page 5 of document

RECORDING REQUESTED BY

When Recorded Mail to:
Landway Settlement Services Company
27271 Las Ramblas
Mission Viejo, Ca 92691
Cartus Services File #: 1683498

(Space above for recorder's use)

SPECIAL POWER OF ATTORNEY

I (We), as principal(s), do hereby constitute and appoint Landway Settlement Services Company, a California Corporation ACTING ALONE, (hereinafter referred to as the "Corporation"), as my (our) true and lawful agent (attorney(s)-in-fact) to act for me (us), and in my (our) name(s), place(s) and stead(s);

To enter upon and take possession of the real property located at and commonly known as 1428 Alpine View Drive, Mount Vernon, WA 98274, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference, (hereinafter referred to as the "Property") that may belong to me (us), and/or to the possession of which I (we) may be entitled, including but not limited to any buildings or other structures on the Property and to take any and all actions on behalf of the undersigned for the exchange, transfer conveyance and/or sale of the Property;

To ask, and/or collect by all available legal avenues and to also receive any of the rents, profits, issues or income of any and all of the Property, or of any part(s) thereof;

To pay contest, and/or compromise any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the Property and to also receive refunds in connection with the taxes, charges and assessments that affect the Property;

To make, execute and deliver any deed, mortgage or lease, with or without covenants and/or warranties, regarding the Property, or of any part(s) thereof;

To do any act of management and/or conservation of the Property;

To obtain insurance of any kind, nature or description whatsoever, on any of the Property and/or in connection with the management, use or occupation thereof and/or on any personal property belonging to me (us) on the Property and/or regarding the rents, issues and profits arising therefrom, and to make execute and file proof(s) of all loss(es) sustained or claimable thereunder, and all other instruments in and about the same, and to make, execute and deliver receipts, releases or other discharges therefore, under seal or otherwise;

And I (we) do hereby ratify and confirm each and every act that my (our) said attorney-in-fact shall do, or cause to be done, in or about the Property, by virtue of this power of attorney.

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal(s) hereto. This power of attorney may not be changed orally.

In order to induce any third party to act hereunder, I(we) hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice of knowledge of such revocation or termination shall have been received by such party, and I (we), for myself (ourselves) and for my (our) heirs, executors, legal



200703300262
Skagit County Auditor

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 (We) further agree to indemnify and hold harmless the Corporation, and its officers, directors and employees from any liability costs, damages or fees (including reasonable attorney fees) from the actions of Corporation exercised under the terms of this Power of Attorney, provided that acts of the attorney-in-fact are performed in good faith.

The Corporation, its agents and employees are also authorized to obtain information with connection with my home and my relocation by accessing web-based sources maintained by lenders and others and providing them with such authentication as may be needed to obtain such information.

WITNESS WHEREOF, we have signed these presents this 16 day of July, 2006.

Signature Thomas N. Smith
Thomas N. Smith

Signature Susan D. Smith
Susan D. Smith

ALL PURPOSE ACKNOWLEDGEMENT

State of Texas
County of Montgomery

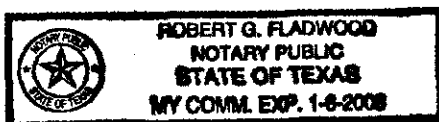
On 16 before me, Robert G. Fladwood
Date Name, e.g., "Jane Doe, Notary Public"

Personally appeared Thomas N. Smith and Susan D. Smith

() personally known to me – OR – () proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

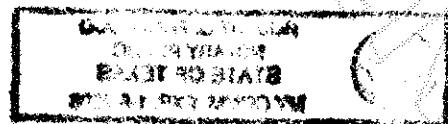
WITNESS my hand & official seal.

Robert G. Fladwood
Signature of Notary



200703300262
Skagit County Auditor

UNOFFICIAL DOCUMENT



WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

State of Washington

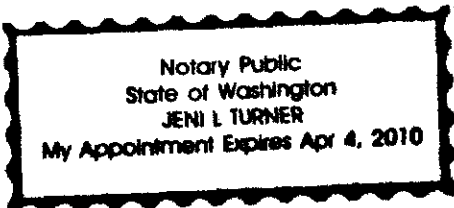
County of SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Susan DiPiazza Smith
Name of Signer

is the person who appeared before me, and said
person acknowledged that he/she signed this
instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: July 24, 2006
Month/Day/Year



Jeni L. Turner
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")

My appointment expires

04/04/2010
Month/Day/Year of Appointment Expiration

Place Notary Seal Above

OPTIONAL

*Although the information in this section is not required by law, it may prove valuable to
persons relying on the document and could prevent fraudulent removal and
reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Special Power of Attorney

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: Thomas N. Smith

Right Thumbprint
of Signer

Top of thumb here



EXHIBIT A

LEGAL DESCRIPTION:

Lot 62, "Plat of Eaglemont, Phase 1A", as per plat recorded in Volume 15 of Plats, pages 130 through 146, inclusive, records of Skagit County, Washington.



200703300262

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