# POOR ORIGINAL



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**AFTER RECORDING MAIL TO:** 

Name Address Landway Settlement Svcs

City/State

27271 Las Ramblas Mission Viejo CA 92691

**Document Title(s):** 

Power of Attorney

GUARDIAN NORTHWEST TITLE CO.

Reference Number(s) of Documents Assigned or released:

101007-2

Grantor(s):

- 1. Joseph Brignac Jr
- 2. Gerri Brignac

[ ] Additional information on page of document

Grantee(s):

- 1. Cartus Financial Corporation
- 2. Landway Settlement Services Company
- [ ] Additional information on page of document

**Abbreviated Legal Description:** 

Tract M, Montborne Heights (Revised)

Tax Parcel Number(s):

P103876, 4135-027-018-0607

[ x ] Complete legal description is on page Exhibit "A" of document

#### **RECORDING REQUESTED BY**

When Recorded Mail to: Landway Settlement Services Company 27271 Las Ramblas Mission Viejo, Ca 92691 Cartus Services File #: 2124305

(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 or Cartus Financial Corporation, a Delaware Corporation, (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 18114 Mariposa Lane, 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

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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 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.

Signature Signac Jr. Signature Signac Gerri Brignac

WITNESS WHEREOF, we have signed these presents this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_. 20\_\_\_\_\_.

Signature Signac Jr. Signature Signac Jr. Signature Signature Signac Jr. Signature Signature Signac Jr. Signature Signature

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#### ALL PURPOSE ACKNOWLEDGEMENT

State of PPANSULVANIC

County of Thoco			
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on 12/11/2010	, Lacara 2 / Scr. ++	- C (0019	a wtary
01 134 [ [ ] 00 0	before me, <del>COCC</del>	<u> </u>	1000017

Date

Name, e.g., "Jane Doe, Notary Public"

Personally appeared Joseph Brignac Jr. and Gent Brignac () 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.

Signature of Notary

**COMMONWEALTH OF PENNSYLVANIA** 

Notariai Seal Scott C. Gorg, Notary Public Westfield Twp., Tioga County My Commission Expires April 29, 2012

Member, Pennsylvania Association of Notaries

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#### ALL PURPOSE ACKNOWLEDGEMENT

On December 20, 2010 before me, Gretchen A. Thomas, Notary Public

Personally appeared Joseph Brignac Jr. and Gerri Brignac () personally known to me – OR – (X) 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.

Signature of Notary

Notary Public State of Washington GRETCHEN A THOMAS My Appointment Expires Apr 24, 2014

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## Exhibit "A"

### Legal Description

Tract M of that certain record of survey entitled, Montborne Heights (Revised), recorded August 18, 1993, in Volume 14 of Surveys, pages 165 and 166, under Auditor's File No. 9308180056, records of Skagit County, Washington; and being a portion of Lots 1 through 17, Block 23; all of Block 24; Lots 1 through 11, Block 25; Lots 1 through 18, Block 26; and all of Block 27, "PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington;

TOGETHER WITH those portions of vacated street and alley adjacent to said lots and blocks which have reverted to said premises by operation of law.

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