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Equicredit Corporation of America

Grantor's Name and Address

John R. Sparkes

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

John R. Sparkes

P.O. Box 439

Chiloquin, Or 97624

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Same as above

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 11/21/2002 10:58 a.m.

Vol M02, Pg 67490-95

Linda Smith, County Clerk

Fee \$ 46.00 # of Pgs 6

SPECIAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS that

EQUICREDIT CORPORATION OF AMERICA

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by

JOHN R. SPARKES

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in KLAMATH County, State of Oregon, described as follows, to-wit:

Lots 1, 2 and 3, Block 1, SOUTH CHILOQUIN, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that the real property is free from encumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 51,000.00. However, the actual consideration consists of or includes other property or value given or promised which is ☐ the whole ☐ part of the (indicate which) consideration. (The sentence between the symbols  $\Phi$ , if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument on \_\_\_\_\_; if grantor is a corporation, it has caused its name to be signed and its seal, if any, a Fairbanks Capital Corp as Attorney in Fact by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE (IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Gerald French  
GERALD FRENCH, VICE PRESIDENT, REO

STATE OF UTAH, County of Salt Lake

This instrument was acknowledged before me on 11/15/02

by Gerald French

This instrument was acknowledged before me on 11/15/02

by Gerald French Vice President REO

as Fairbanks Capital Corp



NOTARY PUBLIC  
VALINA RADTKE  
3815 South West Temple  
Salt Lake City, Utah 84115  
Commission Expires  
January 18, 2006  
STATE OF UTAH

Valina Radtke  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

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WHEN RECORDED RETURN TO:  
Fairbanks Capital Corp.  
Document Control Department  
P.O. Box 65250  
Salt Lake City, UT 84165-0250

67491

8317715  
08/09/2002 11:30 AM 18.00  
Book - 8631 Pg - 961-965  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FAIRBANKS CAPITAL CORP  
DOCUMENT CONTROL DEPT  
PO BOX 65250

### LIMITED POWER OF ATTORNEY

Pursuant to the terms of each Pooling and Servicing Agreement (each a "Servicing Agreement") identified in Exhibit "A" hereto, U.S. BANK NATIONAL ASSOCIATION, formerly known as First Bank National Association, the trustee (the "Trustee") of the trust (the "Trust") established under each Servicing Agreement, hereby constitutes and appoints FAIRBANKS CAPITAL CORP., a Utah corporation and residential mortgage loan servicer (the "Servicer"), as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan (each, a "Mortgage Loan") or other asset held by a Trust:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Trustee; to settle and compromise any of such debts or obligations that may be or become due to the Trustee; to endorse in the name of the Trustee for deposit in the appropriate account any check payable to or to the order of the Trustee; in each case with respect to a Mortgage Loan.
2. To make demand(s) on behalf of the Trustee upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Trustee including but not limited to conducting the foreclosure sale, bidding for the Trustee and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation and transfer of REO property; to execute documents or instruments in connection with any bankruptcy or receivership of a mortgagor on a Mortgage Loan; to file suit and prosecute legal actions against all parties liable for past due amounts under a Mortgage Loan, including but not limited to any deficiency amounts due following foreclosure; and/or to take such other actions and exercise such rights which may be taken by Trustee under the terms of any Mortgage Loan including, but not limited to, satisfaction of mortgage, foreclosure, eviction, unlawful detainer or similar dispossession proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.
3. To assign, convey, accept, or otherwise transfer Trustee's interest in any Mortgage Loan.
4. To perform all other acts and do all other things as may be necessary or convenient to manage and service the Mortgage Loans under the terms of the Servicing Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of the Servicer as attorney-in-fact of the Trustee under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain

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in full force and effect as a Limited and Revocable Power of Attorney which may be revoked at any time by the Trustee.

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF the Trustee has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 8th day of February 2002.

U.S. Bank National Association, fka  
First Bank National Association, Trustee

By: Melissa A. Rosal  
Name: Melissa A. Rosal  
Title: Vice President

By: Nancie J. Arvin  
Name: Nancie J. Arvin  
Title: Vice President

STATE OF COOK                    )  
  ) ss  
COUNTY OF ILLINOIS        )

On February 8, 2002, before me personally appeared Melissa A. Rosal and Nancie J. Arvin each of whom is known to me (or proved to me on the basis of satisfactory evidence) to be one of the persons whose name is subscribed to the preceding Limited Power of Attorney and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature immediately above, U.S. Bank National Association, formerly known as First Bank National Association, executed this Limited Power of Attorney.

WITNESS my hand and official seal.

Jacqueline Rios  
Notary Public  
"OFFICIAL SEAL"  
Jacqueline Rios  
Notary Public, State of Illinois  
My Commission Exp. 05/19/2003

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Exhibit A To

U.S. Bank National Association, fka First Bank National Association –  
Fairbanks Capital Corp.  
Limited Power of Attorney

1. Pooling and Servicing Agreement Dated as of January 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1996-1
2. Pooling and Servicing Agreement Dated as of May 1, 1996 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1996-2
3. Pooling and Servicing Agreement Dated as of August 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1996-3
4. Pooling and Servicing Agreement Dated as of December 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors), and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer), and FIRST BANK NATIONAL ASSOCIATION (Trustee), EQCC Home Equity Loan Asset Backed Certificates, Series 1996-4
5. Pooling and Servicing Agreement Dated as of September 1, 1996 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EquiCredit Funding Asset Backed Certificates, Series 1996-A
6. Pooling and Servicing Agreement Dated as of March 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Asset Backed Certificates, Series 1997-1

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7. POOLING AND SERVICING AGREEMENT Dated as of June 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EQCC Home Equity Loan Asset Backed Certificates, Series 1997-2
8. POOLING AND SERVICING AGREEMENT Dated as of September 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET ACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1997-3
9. Pooling and Servicing Agreement Dated as of May 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Trustee) EquiCredit Funding Asset Backed Certificates, Series 1997-A
10. POOLING AND SERVICING AGREEMENT Dated as of September 1, 1997 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQUICREDIT FUNDING ASSET BACKED CERTIFICATES, Series 1997-B
11. POOLING AND SERVICING AGREEMENT Dated as of April 1, 1998 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-1
12. POOLING AND SERVICING AGREEMENT Dated as of June 1, 1998 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-2
13. POOLING AND SERVICING AGREEMENT Dated as of September 1, 1998 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-3

14. POOLING AND SERVICING AGREEMENT Dated as of December 1, 1998 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1998-4
15. POOLING AND SERVICING AGREEMENT Dated as of February 1, 1999 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQUICREDIT FUNDING ASSET BACKED CERTIFICATES, Series 1999-A
16. POOLING AND SERVICING AGREEMENT Dated as of March 1, 1999 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1999-1
17. POOLING AND SERVICING AGREEMENT Dated as of June 1, 1999 EQCC RECEIVABLES CORPORATION, EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1999-2
18. POOLING AND SERVICING AGREEMENT Dated as of August 1, 1999 EQCC RECEIVABLES CORPORATION EQCC ASSET BACKED CORPORATION (Depositors) and EQUICREDIT CORPORATION OF AMERICA (Representative and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Trustee) EQCC HOME EQUITY LOAN ASSET BACKED CERTIFICATES, Series 1999-3

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