After Recording Return to: PROPERTIES LLC Darrow athtalls \_OR97108

Until a change is requested all tax statements shall be sent to the address shown above. A5657949

10430 Vol. MO4 Page

State of Oregon, County of Klamath Recorded 02/24/2004 2:43 p Vol M04 Pg /04 30-3 Linda Smith, County Clerk Fee \$ 3/00 # of Pgs \_

## **BARGAIN AND SALE DEED**

KNOW ALL MEN BY THESE PRESENTS, That GRAND SERVICING CORPORATION, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto BRINK PROPERTIES LLC, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of KLAMATH, State of Oregon, described as follows, to-wit:

Lots 8, 9 and 11, Block 3, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$25,818.64. (here comply with the requirements of ORS 93.930)

THIS INSTRUMENT WILL NOT ALLOW USE OF 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.

In Witness Whereof, the grantor has executed this instrument February 4, 2004; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

GRAND SERVICING CORPORATION, a subsidiary of Grand Bank for Savings fish POA Associates First Capital Corporation Su cassor merger Associates Financel Serves Co: Inc (authorized signature) Suske Taylor STATE OF OREGON. STATE OF MISS'SS Ppi County of ) 55. The foregoing instrument was acknowledged before me this 5 February, County of 2004, The foregoing instrument was acknowledged before me this Sr. Viu

, by Notary Public for Oregon (SEAL)

My commission expires:

**BARGAIN AND SALE DEED** GRAND SERVICING CORPORATION, as grantor BRINK PROPERTIES LLC, as grantee

My commission expires This document is recorded at the Aspen Title & Escrow, Inc. 525 Main Street

day

of Grand Servicing Corporation, a

Klamath Falls, OR 97601 Order No.: 00057949

1 order

subsidiary of Grand Bank for Savings fsb, succ FINANCIAL SERVICES COMPANY, INC., a T

## LIMITED POWER OF ATTORNEY

Associates First Capital Mortgage Corporation. a Delaware Corporation, its successors and assigns, through its business unit known as Private Mortgage Operations (hereinafter "PMO") hereby appoints Grand Bank for Savings, ish. its successors or assigns (hereinafter "Bank"), as its true and lawful attorney-in-fact to act in the name, place and stead of PMO for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement by and between PMO and Bank dated November 15, 2001 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

NOW THEREFORE, PMO does hereby constitute and appoint Bank the true and lawful attorney-in-fact of PMO and in PMO's name, place and stead with respect to each Mortgage Loan serviced by or sold to Bank pursuant to the following, and only the following purposes:

BANK shall have full power and authority, unilaterally, to take such actions as may be necessary to discharge its duties with respect to servicing the Mortgage Loan(s), which power and authority shall include, but not be limited to (a) the right to file proof(s) of claims in bankruptcy proceedings; (b) the right to release a Mortgage Loan upon payment in full, (c) the right to appoint a substitute trustee under a deed of trust, (d) the right to execute and deliver customary consents or waivers and other instruments and documents required in the performance of those duties. (e) the right to disburse payments and such other entitlements/amounts to Brokers and/or Original Mortgagoes and/or other third parties as determined by the contractual rights as detailed in the various Mortgage Purchase Agreements or as legally determined, (f) the right to collect. any and all insurance proceeds to be held and disbursed in accordance with the terms of the Mortgages, (g) the right to order title policies, appraisals, brokers price opinions, etc. in order to verify lien positions and property values, (h) the right to foreclose or handle other conversions of ownership of the property subject to the Mortgages. (i) the right to adjust PMO's Unamortized Investment Balance in accordance with Section 3.13 of the Agreement, (j) the right to make, execute and deliver instruments, or cause such instruments to be made and delivered on behalf of PMO as may be necessary to properly administer the Mortgage Loans, (k) to execute and deliver affidavits of debt, substitutions or trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, trustee deeds, transfer tax affidavits, affidavits of ment, lost note affidavits, verification of complaint, notices to quit, eviction notices, bankruptcy declarations for the purposes of filing motions to lift stays and other documents or notice filings on behalf of PMO in connection with foreclosure, hankruptcy, and eviction actions, and (I) to endorse and/or assign any borrower or mortgagor's check or negotiable instrument received by Bank as a payment under a Mortgage Loan.

This Limited Power of Attorney shall be construed in accordance with the laws of the State of Mississippi and it is contemplated that the Limited Power of Attorney will be recorded in the land records of Lamar County, Mississippi, and a certified copy of this Limited Power of Attorney shall be as enforceable as an original.

This Limited Power of Attorney is coupled with an interest and is irrevocable.

PMO further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Bank may lawfully perform in exercising those powers by virtue hereof.

PMO further grants to Bank the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in PMO's name, and lawfully ratifies all that the attorney-in-fact, or its substitute or substitutes, shall lawfully do or cause to be done by authority of this power of attorney and the rights and powers granted hereby.

IN WITNESS WHEREOF, PMO has executed this Limited Power of Attorney this 15 day of

November, 2001

Associates First Capital Mortgage Corporation

STATE OF

COUNTY OF

Personally appeared before me, the undersigned authority in and for the said county and state on this 1572 day of November, 2001, within my jurisdiction, the within named

-Peckmann, who acknowledged that he is the

of Associates First Capital Mortgage Corporation, a corporation, and that for and on behalf of said corporation, and as its acts and deed he executed the above and foregoing instrument, after having been duly authorized by the corporation to so do.

Witness my hand and official seal this 1519 day or November

Notary Public

My commission expires; MISSISSPPI STATEMIDE NOTARY PUBLIC