

2009-013206

Klamath County, Oregon



00073754200900132060030038

10/07/2009 02:22:18 PM

Fee: \$47.00

RECORDING REQUESTED BY:

Fidelity National Title Company of Oregon

GRANTOR'S NAME:

National City Bank

GRANTEE'S NAME:

Glenn Elfbrandt and Lisa Elfbrandt

SEND TAX STATEMENTS TO:

Glenn Elfbrandt and Lisa Elfbrandt

5522 Eastwood Dr.

Klamath Falls, OR 97603

AFTER RECORDING RETURN TO:

Glenn Elfbrandt and Lisa Elfbrandt

5522 Eastwood Dr

Klamath Falls, OR 97603

Escrow No: 20090014157-FTPOR03

5522 Eastwood Dr

Klamath Falls, OR 97603

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED - STATUTORY FORM

(INDIVIDUAL or CORPORATION)

National City Bank, Grantor, conveys and specially warrants to ~~Glenn Elfbrandt and Lisa Elfbrandt, as/~~  
~~tenants by the entirety,~~ Glenn A Elfbrandt and Lisa M Elfbrandt, as tenants by the  
entirety

Grantee, the following described real property free and clear of encumbrances created or suffered by the  
grantor except as specifically set forth below:

Lot 13, Block 9, TRACT NO. 1064, FIRST ADDITION TO GATEWOOD, according to the official  
plat thereof on file in the office of the County Clerk of Klamath County, Oregon. [[END\_IF]]

ENCUMBRANCES:

2009-2010 property taxes a lien not yet due and payable; Easements, reservations, covenants, conditions  
and restrictions of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE  
SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND  
195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS  
INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR  
PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT  
OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST  
PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF  
NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO  
195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$169,900.00.

Dated 8/28/09; if a corporate grantor, it has caused its name to be signed by  
order of its board of directors.

National City Bank

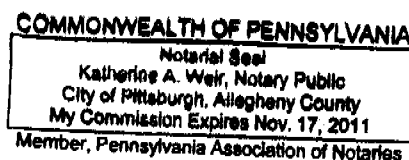
BY:

ITS: Eileen Papariella, Asst VP

State of PA  
County of Allegheny

This instrument was acknowledged before me on 8/28, 2009 by  
Eileen Papariella, Asst VP  
as HLS of

Katherine A. Weir  
Notary Public - State of PA  
My commission expires: 11/17/11



47amt

## LIMITED POWER OF ATTORNEY

WHEREAS, pursuant to that certain Servicing Agreement, dated as of December 30, 2006, between National City Bank ("National City") and Home Loan Services, Inc. ("HLS"), (the "Agreement") HLS is servicing certain first and subordinate lien mortgage loans and home equity lines of credit (the "Mortgage Loans") for National City.

NOW, THEREFORE, in accordance with Section 3.01 of the Agreement, with respect to Mortgage Loans and the property secured thereby, National City does hereby constitute and appoint HLS the true and lawful attorney-in-fact of National City and in National City's name, place and stead for the following purposes and no other:

- (a) To bill, demand, sue for, receive, collect, sign, endorse, assign or compromise any and all notes, checks, money orders or monies due on any Mortgage Loans on behalf of National City and to receive, sign, endorse, or assign any orders, certificates, insurance policies and all benefits under any other instruments or documents as may from time to time be necessary or appropriate to accomplish the Servicing duties provided for by the Agreement;
- (b) To enforce, cancel, release or discharge the Notes, Credit Agreements and Mortgages relating to the Mortgage Loans in order to protect National City's interest in any collateral for any Mortgage Loan;
- (c) To complete, execute and record any document, including, but not limited to, satisfactions or releases of Mortgages covering any such collateral. With respect to preparation and recording of lien satisfactions or releases, HLS may assign its authority under this Limited Power of Attorney to Security Connections, Inc.;
- (d) To exercise or perform any act, power or duty that HLS has in connection with the Mortgage Loans serviced for National City under the Agreement or which are required in order to protect National City's interest in the collateral securing said Mortgage Loans;
- (e) To execute and deliver, in the name of National City as its agent and attorney-in-fact, any and all listing agreements, purchase agreements, addenda and instruments of sale including but not limited to the authority to execute deeds and other documents necessary to effectuate its responsibilities and obligation pursuant to the Servicing Agreement as agreed to between National City and HLS. For purposes of this subparagraph, HLS may assign its authority under this Limited Power of Attorney to enable real estate vendors with whom HLS has an existing relationship to execute listing agreements, and instruments of sale relating to the sale and disposition of foreclosed and/or real estate owned ("REO") property securing Mortgage Loans under the Agreement.

This Limited Power of Attorney is subject to the Agreement and shall not create any new obligation of National City to HLS or permit the institution of suit in National

City's name, and is not assignable by HLS except as specified in paragraphs (c) and (e) above.

National City further grants to HLS as 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 HLS may lawfully perform in exercising those powers by virtue thereof.

This Limited Power of Attorney shall be effective the date of execution hereof until such time as National City revokes in writing. Said revocation shall be deemed automatic upon termination of the above-referenced Servicing Agreement.

Any photocopy or other reproduction of this Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing or otherwise utilizing the same.

National City shall give, execute, and deliver, or cause or permit to be given, executed, and delivered, any notice, instrument, document, agreement, letter of direction, consent, waiver, affidavit, certificate, or other paper, as requested by HLS, that may be necessary or desirable in order to preserve, perfect, continue, substantiate, or validate this Limited Power of Attorney, to ratify or confirm any power contained in this Limited Power of Attorney, or to enable HLS to exercise and enforce its rights under this Limited Power of Attorney.

The capitalized terms shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, National City has executed this Limited Power of Attorney as of the date set forth above.

NATIONAL CITY BANK

By: Philip L. Rice

Name Philip L. Rice

Title: President and CEO of National City Bank

STATE OF OHIO  
COUNTY OF CUYAHOGA

On this, the 10th day of September, 2007, the foregoing instrument was acknowledged before me, a notary public, in and for the State of Ohio, by Philip L. Rice, personally known to me, by me duly sworn, did say he is the President and CEO of National City Bank.

Rebecca C. Heck

Notary Public

My Commission Expires:

REBECCA C. HECK

Notary Public, State of Ohio

My Commission Expires May 14, 2011

