

2011-004220

Klamath County, Oregon



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03/31/2011 09:54:55 AM

Fee: \$47.00

RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

AFTER RECORDING RETURN TO:

Katrina E. Glogowski

2505 Third Ave Ste 100

Seattle, WA 98121

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Limited Power of Attorney

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Jose Soto and Maria Soto

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Katrina E. Glogowski

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$

☐ Other**5) SEND TAX STATEMENTS TO:**

Green Tree Servicing LLC

33600 6th Ave S Ste 220

Federal Way, WA 98003

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e) |

CHECK ONE:

(If applicable)

☐

FULL

☐

PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ 0.00

8) If this instrument is being re-recorded, complete the following statement, in accordance with ORS 205.244:

"Re-recorded at the request of _____ to correct

previously recorded in Book _____ and page _____, or as Fee Number _____."

After Recording Return to:
Katrina E. Glogowski
Glogowski Law Firm, PLLC
600 First Ave Ste 501
Seattle, WA 98104

LIMITED POWER OF ATTORNEY

Loan # 43504193

Tax Parcel Number: #R885273

Attorney-In-Fact: Katrina E. Glogowski

Jose Soto and Maria Soto ("Grantor") , being first duly sworn, depose and say: Grantor being the person that made executed and delivered that certain deed to Green Tree Servicing, LLC, dated the 25th day of March, 2011, conveying that property described as follows: Lot 43 of CASITAS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; Commonly known as 4255 Arthur Street, Klamath Falls, OR 97603.

That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein, in effect, as well as in form, and was not and is not now intended as a mortgage, trust conveyance or security of any kind, and that possession of said premises has been surrendered to said Grantee, that the consideration of the aforesaid deed was and is acknowledged, together with the full cancellation of all debts, obligations, costs and charges heretofore existing under and by terms of a certain Deed of Trust heretofore existing on the property therein and heretofore described and executed by Jose Soto and Maria Soto, as Grantor, to Greenpoint Credit Corp as Beneficiary, recorded 02/01/1999 as Instrument No. Volume M99 Page 3630, records of Klamath County, Oregon, and the cancellation of record by said Beneficiary of said Deed of Trust, and the delivery to Grantor of the note or other evidence of debt secured by said Deed of Trust, duly canceled, receipt of which said canceled note is hereby acknowledged. That the aforesaid deed and conveyance was made by Grantor as a result of his/her/their own request that the Grantee accept such deed and was his/her/their free and voluntary act; that at the time of making said deed, that said deed was not given as a preference against any other of Grantor's creditors; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee therein named interested either directly or indirectly in said premises; that Grantor has no other creditors whose rights would be prejudiced by such conveyance, and that Grantor not obligated upon any bond or other mortgage whereby any liens have been created or exist against the premises described in said deed; and that in offering to execute the aforesaid deed to the Grantee therein, and in executing the same, Grantor not acting under any misapprehensions as to the effect thereof, nor under and duress, undue influence, or misrepresentations by the Grantee or the agent or attorney of the Grantee in said deed, and that it was Grantor's intention as record owner to convey and by said deed did convey to Grantee therein all Grantor's right, title and interest absolutely in and to the premises described in said deed.

No proceedings in bankruptcy or receivership have been instituted by or against Grantor. No liens (including but not limited to State Liens, Judgment Liens, Child support Liens, or Medical Assistance Liens) have been filed against Grantor. All labor

and material used in the construction of improvements or repairs on the above described property have been paid for and there are no unpaid labor or material claims against the above property or the improvements located thereon. All rent has been paid, if any is due. Grantor agrees to pay on demand to the Grantee, its successors and/or assigns, all amounts secured by and all liens not disclosed herein, but created or known by Grantor, together with costs, loss and attorney's fees, that Grantee may incur in connection with such undisclosed liens. This affidavit is made for the protection and benefit of the aforesaid Grantee in said Deed, its successors and assigns, and all other parties thereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective successors, executors, administrators and assigns of the undersigned. Grantor realizes that the Grantee is relying upon Grantor's representations herein in accepting said Deed.

Jose Soto and Maria Soto, ("Grantor") designates and appoints, Katrina E. Glogowski, as attorney in fact and agent (hereinafter called "attorney") to act in Grantor's name and for Grantor's benefit as provided herein. Grantor's attorney shall have power to take what action is necessary and make, do and transact all and every kind of business pertaining to the below described real property, and to execute any and all deeds, contracts or other documents necessary or as it may think fit to effectuate the transfer, conveyance, satisfaction, deed and estoppel affidavit to reflect and show that Grantor has relinquished to Jose Soto and Maria Soto, all Grantor's right, title, redemption rights and interest in the following property: Lot 43 of CASITAS, according to the official plat thereof on file in the office of the County Clerk; Commonly known as 4255 Arthur Street, Klamath Falls, OR 97603 and in Grantor's name to make, seal, and deliver. This Power of Attorney shall not be revocable by Grantor or Grantor's agent. This Power of Attorney shall not be affected by disability or the undersigned principals. IN WITNESS THEREOF, Jose Soto and Maria Soto has executed this Power of Attorney Dated: this 25 day of March, 2011.

Jose Soto
Jose Soto

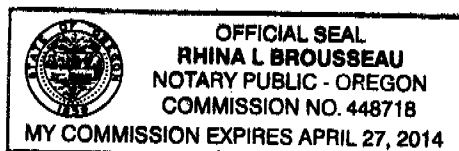
Maria Soto
Maria Soto

STATE OF OREGON)
COUNTY OF Klamath) ss. Jackson

On this 25 day of March, 2011, before me, a Notary Public in and for said State, personally appeared Jose Soto and Maria Soto, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

SUBSCRIBED AND SWORN TO before me on March 25, 2011



Rhina L. Brousseau
Notary Public for Oregon
Residing at White City Oregon
My appointment expires April 27, 2014