

WTC 90634

2011-08676

Klamath County, Oregon



00105180201100086760050052

RECORDING REQUESTED BY:

Fidelity National Title Company of Oregon

07/27/2011 11:28:50 AM

Fee: \$57.00

**GRANTOR'S NAME:**

US Bank Trust National Association as trustee for  
LSF7 NPL V Trust "who acquired title as" LSF7  
Bermuda NPL V Trust

**GRANTEE'S NAME:**

Timothy A Fettinger and Pamela R Fettinger

**SEND TAX STATEMENTS TO:**

Timothy A Fettinger and Pamela R Fettinger  
12550 Highway 66  
Klamath Falls, OR 97601

**AFTER RECORDING RETURN TO:**

Timothy A Fettinger and Pamela R Fettinger  
12550 Highway 66  
Klamath Falls, OR 97601

Escrow No: 20110031163-FTPOR03

12550 Highway 66  
Klamath Falls, OR 97601

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED – STATUTORY FORM**

(INDIVIDUAL or CORPORATION)

US Bank Trust National Association as trustee for LSF7 NPL V Trust "who acquired title as" LSF7  
Bermuda NPL V Trust

Grantor, conveys and specially warrants to

Timothy A Fettinger and Pamela R Fettinger, husband and wife

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

SEE LEGAL DESCRIPTION ATTACHED HERETO

**ENCUMBRANCES:**

Save and Except: Taxes, covenants, conditions, restrictions, easements, rights of way, homeowners  
association assessments, if any, and other matters now 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.**


The true consideration for this conveyance is \$200,000.00.

Dated 6/15/11; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

STAMP

US Bank Trust National Association as trustee for  
LSF7 NPL V Trust "who acquired title as" LSF7  
Bermuda NPL V Trust

BY: Vericrest Financial, Inc. As Attorney-in-fact

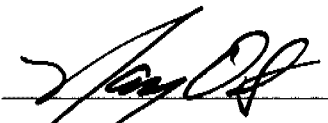
  
ROY LACEY

State of Okla.

County of Okla.

This instrument was acknowledged before me on June 15, 2011 by  
ROY LACEY

as AUTHORIZED SIGNATORY of Vericrest Financial Inc.

  
\_\_\_\_\_, Notary Public - State of Okla.  
My commission expires: SEP 29 2012



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

A parcel of land situated in the S1/2 of the NE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 1/2" iron rod on the Southeasterly right of way line of the Klamath Falls-Ashland State Highway No. 66 from which a brass cap monument with a stone marked "1/4" adjacent to it marking the 1/4 corner common to Sections 32 and 33 bears South 50° 01' 11" East, 1488.33 feet; (1) thence South 00° 06' West, 237.00 feet to a 1/2" iron rod; (2) thence South 72° 21' West, 193 feet to a 1/2" iron rod; (3) thence North 00° 06' East, 237 feet to a 1/2" iron rod on the Southeasterly right of way line of said highway; (4) thence North 72° 21' East, 193.00 feet, along the Southeasterly right of way line of said highway to beginning.

**PARCEL 2:**

A parcel of land, situated in the NE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 1/2" iron rod marking the Southeasterly corner of that parcel described in Volume M74 at page 14087 of the deed records of Klamath County from which a brass capped monument with a stone marked "1/4" adjacent to it marking the one-quarter corner common to Sections 32 and 33 bears South 57° 46' 11" East 1348.69 feet; thence South 72° 21' 00" West 193.00 feet, along the Southerly boundary of that parcel described in Volume M74 at page 14087 of the deed records of Klamath County, to a 1/2" iron rod at the Southwesterly corner thereof; thence South 00° 06' 00" West 907.80 feet to a 1/2" iron rod; thence North 89° 34' 00" East 183.81 feet to a 1/2" iron rod; thence North 00° 06' 00" East 964.93 feet to the point of beginning.

### LIMITED POWER OF ATTORNEY

LSF7 NPL V TRUST, a Delaware trust ("Owner") hereby constitutes and appoints VERICREST FINANCIAL, INC., a Delaware corporation with its address at 715 Metropolitan Ave, Oklahoma City, OK 73108 ("Servicer"), as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with certain loans secured by real estate, which loans are owned by Owner (the "Loans") for the purposes of performing all acts and executing all documents in the name of Owner necessary and incidental to servicing the Loans, managing and disposing of the Loans and the real properties securing the Loans (the "Properties") and performing the obligations of Servicer thereunder, including, but not limited to:

1. Accepting money due or to become due from borrowers, guarantors, and insurers and collecting past due amounts;
2. Conducting activities necessary to comply with regulations and requirements of the U.S. Department of Veterans Affairs, the United States Department of Housing and Urban Development, and any other governmental entity or any local, state, or federal law;
3. Selling, transferring, conveying, or assigning notes and mortgages related to the Loans, and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect such sale, transfer, conveyance or assignment and to receive proceeds checks made payable to the order of Servicer;
4. Servicing, negotiating, foreclosing delinquent loans, and initiating and appearing in actions to acquire title to the Properties;
5. Selling, transferring, or disposing of, or leasing, the Properties and related personal property acquired through foreclosure or otherwise, and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect any such sale, transfer or disposition and to receive proceeds checks made payable to the order of Servicer;
6. Endorsing to the order of Servicer any checks that are made payable to the order of Owner;
7. Appearing, litigating and compromising any matter in any court either as plaintiff or defendant arising from the servicing of the Loans and executing all contracts, agreements, deeds, assignments and other instruments necessary to effect such sale, transfer, conveyance or assignment;
8. Preparing, executing and delivering satisfactions, cancellations, discharges, or full or partial releases of lien or entering into assumption, modification or payment agreements; and
9. Any and all such other acts of any kind and nature whatsoever Owner may find necessary to service said Loans, manage, or dispose of the Loans or the Properties or perform said obligations.

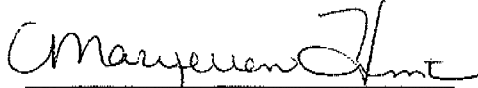
Owner further grants to Servicer full power and authority to do and perform all acts necessary in the sole discretion of Servicer to carry into effect the powers granted by or under this Limited Power of Attorney as fully as Owner might or could do with the same validity as if all and every such act had been herein particularly stated, expressed, and especially provided for, and hereby ratifies and confirms all the acts Servicer shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby.

Servicer shall indemnify, defend and hold harmless Owner, its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys fees), damages, liabilities, demands or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney, (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or entity not expressly authorized hereby or (iii) the loss hereof.

IN WITNESS WHEREOF, this Limited Power of Attorney is duly executed this 22nd day of February, 2011.

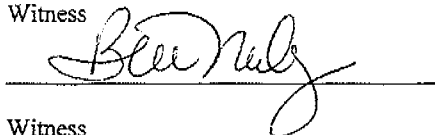
LSF7 NPL V TRUST

By: U.S. Bank Trust National Association,  
not in its individual capacity but solely  
as Trustee of LSF7 NPL V Trust



By: Maryellen Hunter  
Its: Assistant Vice President

Witness




Witness



STATE OF MA )  
 ) ss.:  
COUNTY OF Suffolk )

On this 22nd day of February, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Maryellen Hunter personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that he/she executed the same on behalf of Owner in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

  
Notary Public

