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2012-002180
Klamath County, Oregon



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02/29/2012 03:02:33 PM

Fee: \$52.00

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

LIMITED POWER OF ATTORNEY AND ESTOPPEL CERTIFICATE

Loan # 45405998

Tax Parcel Number: #R529510/M092963

Attorney-In-Fact: Katrina E. Glogowski, 2505 Third Ave Ste 100, Seattle, WA 98121

Grantor: Charles Berger and Sharon Berger, 2915 Altamont Dr, Klamath Falls OR 97603

Beneficiary: Green Tree Servicing LLC, 33600 6th Ave S, Federal Way, WA 98003

Trustee: Katrina E. Glogowski, Glogowski Law Firm, PLLC, 2505 Third Ave Ste 100, Seattle, WA 98121

Charles Berger and Sharon Berger ("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 15th day of February, 2012, conveying that property described as follows: The N1/2 of Lot 8 in Block 3 of Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; Commonly known as 2915 Altamont Dr, 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 Charles Berger and Sharon Berger, as Grantor, to Green Tree Servicing LLC, f/k/a Green Tree Financial Servicing Corporation as Beneficiary, recorded 7/14/97 as Instrument No. 40976, **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

**M97-21929

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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.

Grantor relinquished to the Grantee and equity or redemption and any statutory right of redemption concerning the Property. Possession of the Property has been surrendered to the Grantee. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to the effect thereof and Grantor acted freely and voluntarily and was not acting under duress or coercion. The consideration for the Deed was and is forbearance of foreclosure against Grantor and forbearance of an action on the debt against the Grantor or of a deficiency judgment against Grantor, with respect to the debt secured by that certain trust deed referenced above. At the time of making the Deed, Grantor was in default of the terms of and provisions of the Trust Deed. At the time of making the deed, Grantor believed, and its duly empowered officers, directors and representatives believed, and now believe, that the aforesaid consideration represents fair value of the property.

This Estoppel Certificate is made for the protection and benefit of the Grantee, its successors and assigns, and all other parties hereafter dealing with, or who may acquire an interest in, the Property, and particularly for the benefit of any title insurer that insures the title to the Property directly or indirectly in reliance on the facts and representations contained in this Estoppel Certificate.

The undersigned affiant will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or that may hereafter be instituted, to the truth of the facts and representations contained in this Estoppel Certificate.

Charles Berger and Sharon Berger, ("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

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transfer, conveyance, satisfaction, deed and estoppel affidavit to reflect and show that Grantor has relinquished to Charles Berger and Sharon Berger, all Grantor's right, title, redemption rights and interest in the following property: The N1/2 of Lot 8 in Block 3 of Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; Commonly known as 2915 Altamont Dr, 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, Charles Berger and Sharon Berger has executed this Power of Attorney

Dated: this 15th day of February, 2012.

Charles Berger

Sharon Berger

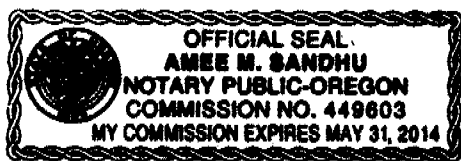
Sharon Berger

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 15th day of February, 2012, before me, a Notary Public in and for said State, personally appeared ~~Charles Berger~~ and Sharon Berger, 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 February 15th 2012



Amee M. Sandhu
Amee M. Sandhu

Notary Public for State of Oregon

Residing at 7121 Veria Vista Place

My appointment expires May 31, 2014

Klamath Falls,
OR 97603

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CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

612962

I.D. TAG NO.

STATE FILE NUMBER

365136



TO BE COMPLETED BY FUNERAL FACILITY

1. Legal Name First: Charles Middle: Edward Last: Berger Suffix:			2. Death Date August 28, 2011		
3. Sex Male		4. Age 68 years		5. Social Security Number 552-58-7535	
6. County of Death Klamath		7. Decedent's Education High school grad. or GED			
7. Birthdate March 10, 1943		8. Birthplace Los Angeles, California		9. Decedent's Education High school grad. or GED	
10. Was Decedent of Hispanic Origin? No			11. Decedent's Race(s) White		12. Was Decedent Ever in U.S. Armed Forces? No
13. Residence: Number and Street 2915 Altamont Drive			14. City/Town Klamath Falls		
15. Residence County Klamath		16. State or Foreign Country Oregon		17. Zip Code + 4 97603	
18. Inside City Limits? No			19. Marital Status at Time of Death Divorced		
20. Spouse's Name Prior to First Marriage			21. Usual Occupation Millwork		
22. Kind of Business/Industry Lumber			23. Father's Name Randall Max Berger		
24. Mother's Name Prior to First Marriage Winifred May Cloke			25. Informant's Name Sharon Berger		
26. Telephone Number Not Available		27. Relationship to Decedent Ex Wife		28. Mailing Address 1663 Greenspring 30, Klamath Falls, OR 97601	
29. Place of Death Decedent's Residence			30. Facility Name		
31. Location of Death 2915 Altamont Drive			32. City/Town or Location of Death Klamath Falls		33. State Oregon
34. Zip Code + 4 97603			35. Method of Disposition Cremation		
36. Place of Disposition Eternal Hills			37. Location Klamath Falls, Oregon		
38. Name and Complete Address of Funeral Facility Eternal Hills Funeral Home 4711 Highway 39, Klamath Falls, Oregon 97603					
39. Date of Disposition TBD		40. Funeral Director's Signature Eleanor L. Olson		41. OR License Number CO-3860	
42. Registrar's Signature 		43. Date Received AUG 31 2011		44. Local File Number 060	
45. Amendment					

TO BE COMPLETED BY MEDICAL CERTIFIER

46. Was case referred to Medical Examiner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		47. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		48. Were autopsy findings available to complete the cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
49. Time of Death 1710		CAUSE OF DEATH			
50. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT ENTER TERMINAL EVENTS such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.					Approximate Interval: Onset to Death
Final disease or condition resulting in death →		IMMEDIATE CAUSE ↓			1 year
Sequentially list conditions, if any, leading to the cause listed on line a. ENTER THE UNDERLYING CAUSE LAST (disease or injury that initiated the events resulting in death).		a. Respiratory failure			20 years
		Due to (or as a consequence of) ↓			
		b. Chronic obstructive pulmonary disease			
		Due to (or as a consequence of) ↓			
		c.			
		Due to (or as a consequence of) ↓			
		d.			
51. Other significant conditions contributing to death, but not resulting in the underlying cause given above: Coronary artery disease, atrial fibrillation					
52. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Undetermined <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		53. If Female <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Unknown if pregnant within the past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death		54. Did tobacco use contribute to death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown	
55. Date of Injury (MM/DD/YYYY)		56. Time of Injury		57. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
58. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown					
59. Location of Injury (Number & Street or RFD No., City/Town, State, Zip + 4)					
60. Describe how injury occurred					
61. If transportation injury, specify. <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)					
62. Name and Address of Certifier (Number & Street or RFD No., City/Town, State, Zip + 4) Michele Christine Rushton 150273 Bryant Williams Dr Suite #3					
63. Name and Title of Attending Physician if Other than Certifier					
64. Title of Certifier Medical Doctor			65. License Number 150273		66. Date Signed (MM/DD/YYYY) 08/31/2011
67. Medical Certifier - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Michele Rushton MD			68. Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.		
69. Amendment					

45-2DP (01/06)

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORD FACTS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON CENTER FOR HEALTH STATISTICS.

DATE ISSUED:

SEP - 2 2011

JENNIFER A. WOODWARD, Ph.D.
STATE REGISTRAR

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER.

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