2013-000972

Klamath County, Oregon 01/28/2013 11:23:33 AM

Fee: \$82.00

After Recording Return to: Glogowski Law Firm, PLLC Smith Tower, 26th Floor 506 2nd Ave Seattle, WA 98104

Title of the Instrument:

Assignment of Deed of Trust

Reference numbers of the documents:

Volume M94 Page 30275

Grantor:

James R. Simington and Sheila A. Simington, 3626 Brooklyn Ave,

Klamath Falls, OR 97603

Grantee:

US Bank, NA, as trustee for Manufactured Housing Contract

Senior/Subordinate Pass-Through Certificate Trust 1994-7, 33600 6th Ave

S Ste 220, Federal Way, WA 98003

Counsel for Grantee: Glogowski Law Firm, PLLC, 506 2nd Ave, 26th Floor, Seattle, WA

98104

Legal Description:

The E1/2 of Lot 6 in Block 4, Second Addition to Altamont Acres,

according to the official plat thereof on file in the office of the

County Clerk of Klamath County, Oregon

Assessor's Tax Parcel Number:

R546252/M875400

Prepared by and Return To: Cindy Wright Green Tree Servicing LLC Region: 43/RS 7360 S. Kyrene Road Mail Stop T330 Tempe, AZ 85283 (888)315-8733

ASSIGNMENT OF DEED OF TRUST

Account #:

45401493

PIN#:

APN: R546252

APN: M875400

FOR VALUE RECEIVED, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 7360 S. Kyrene Rd. Tempe, AZ 85283, does hereby grant, sell, assign, transfer and convey, unto U.S. Bank, N.A. as Trustee on behalf of Manufactured Housing Contract Senior/Subordinate Pass-Through Certificate Trust 1994-7 whose address is c/o: 7360 S. Kyrene Rd. Tempe, AZ 85283 its successor and assigns, all its right, title and interest in and to a certain Deed of Trust described below, and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

Grantor/Trustor:

James R. Simington and Sheila A. Simington

Deed of Trust Date:

September 8, 1994

Amount:

\$53,821.19

Recorded Date

September 27, 1994

Book/Page/Document Volume M94, Page 30275

Number:

County:

Klamath County

State:

Oregon

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on and made effective on **September 13, 1994**.

Conseco Finance Corp. Post Consummation Estate, successor in interest to Conseco Finance Corp. f/k/a Green Tree Financial Corporation by its Attorney-In-Fact, Green Tree Servicing LLC

Assistant Vice President

| (A | lel | 4 Transmitted State Stat | | |
|----------|---------|--|-----|--|
| Witness: | Abdulk: | adir Ha | aii | |

Witness: Samantha Cruz

State of ARIZONA County of MARICOPA

On Denise Chavez Assistant Vice President for Green Tree Servicing LLC as Attorney-in-Fact for Conseco Finance Corp. Post Consummation Estate, successor in interest to Conseco Finance Corp. f/k/a Green Tree Financial Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.

BY: ____ Name:

Title:

OSCAR PERALES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 21, 2013

_Notary Public

EXHIBIT "A"

The E1/2 of Lot 6 in Block 4, SECOND ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

APN: R546252 APN: M875400

Account Number: 45401493

Assignment of Deed of Trust
Page | 3



After Recording Return to: Green Tree Servicing LLC 300 Landmark Towers, 345 St Peter Street St Paul MN 55102 Attn: Wanda Lamb-Lindow OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL 2008-0341147 04/17/08 02:45 PM 1 OF 2

GASTELUISP

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that pursuant to the First Amended Postconsummation Estate Agreement, dated September 12, 2003, and authorized by the order Confirming Finance Debtors' Sixth Amended Joint Liquidating Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code, dated September 9, 2003, the Plan Administrator (the "Plan Administrator") for the Post-Consummation Estate and the Post-Consummation Estate of the Finance Company Debtors (the "CFC Estate") hereby¹:

Desires to appoint Green Tree Servicing LLC, Green Tree-AL LLC, Green Tree Credit LLC, Green Tree Consumer Discount Company and Green Tree Loan Company, as applicable (collectively known as "Green Tree"), through any officer or employee duly authorized by written resolution on its behalf, its duly authorized agent and attorney-in-fact, with full power and authority in its name, place and stead, with respect to any loans: (i) secured by real and/or personal property and originated by Conseco Finance Corp., any of the Finance Company Debtors or Mill Creek Bank Inc., f/k/a Conseco Bank Inc., f/k/a Green Tree Capital Bank Inc.; and (ii) purchased by Green Tree from Conseco Finance Corp., Conseco Finance Servicing Corp., Conseco Finance Corp.-Alabama, Conseco Finance Credit Corp., Conseco Finance Consumer Discount Company, and/or Conseco Finance Loan Company in connection with Bankruptcy Case 02-49675, currently pending before the Bankruptcy Court for the Northern District of Illinois: (1) to sign such documents as are necessary to sell and convey such real or personal property, including but not limited to, signing deeds conveying real property acquired through foreclosure; (2) to execute documents and instruments necessary to release any and all liens and instruments of record with respect to such real or personal property; (3) to execute assignments of notes, contracts, mortgages and security agreements and other documents creating any interests in such real or personal property; (4) to execute all other documents and instruments related in any way to the loans; and (5) generally, to do and perform any and all things necessary and incident in the premises.

Plan Administrator for the CFC Estate

ATTEST:

Its: DESIGNE FOR Plan ADMINITARD

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the First Amended Postconsummation Estate Agreement, dated September 12, 2003, or the Confirming Finance Debtors' Sixth Amended Joint Liquidation Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code, dated September 9, 2003, as the case may be. The applicable Finance Company Debtors comprise the following entities: Conseco Finance Corp.; Conseco Finance Servicing Corp.; Conseco Finance Corp.-Alabama; Conseco Finance Credit Corp.; Conseco Finance Consumer Discount Company and Conseco Finance Loan Company.

| By: Mall Its: attornay |
|---|
| ACKNOWLEDGMENT |
| STATE OF COUNTY OF Ss. COUNTY OF On County (15 , 2008, before me, the respectively undersigned, a Notary Public in and for said County and State, personally appeared ERIC (SIASSMAN) and Alministrator for the CFC Estate, and know to me to be the persons who executed the within instrument, on behalf of the Plan Administrator for the CFC Estate. WITNESS my hand and official seal. |
| Notary Public My Commission Expires: /0/14/200 9 |

OFFICIAL SEAL
SHARON Y. CANNON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-14-2009