

2015-011770

Klamath County, Oregon

10/27/2015 01:40:18 PM

Fee: \$127.00

**RECORDING COVER PAGE**

PER ORS 205.234

PLEASE FILL OUT  
COMPLETE AND LEGIBLE

THIS COVER PAGE HAS BEEN PREPARED BY THE PERSON  
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER PAGE **DO NOT** AFFECT THE  
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**AFTER RECORDING RETURN TO:**

NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE  
INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4)  
AND ORS 205.238.

SERVICELINK

1400 CHERRINGTON PARKWAY, CORAOPOLIS, PA. 15108

**1. NAME OF THE TRANSACTION (S ), DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND REQUIRED BY ORS 205.234(A).**

**NOTE:** Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer encumbrance or release affecting title to or an interest in real property".

DEED IN LIEU OF FORECLOSURE

**2. Grantor/Direct (s) as described in ORS 205.160.**

DARRELL F. PRYOR

HOPE PRYOR

**3. Grantee/Indirect (s) as described in ORS 205.160.**

WILMINGTON SAVINGS FUND SOCIETY, FSB, DBA, CHRISTIANA TRUST, NOT

IN IT'S INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR BCAT 2014-4TT

**4. TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

\$0.00

**5. UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following name and address:**  
for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260

WILMINGTON SAVINGS FUND SOCIETY, 500 DELAWARE AVE. 11TH FLOOR, WILMINGTON ,  
DE. 19801

**6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).**

FULL \_\_\_\_\_ PARTIAL \_\_\_\_\_

**7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$** \_\_\_\_\_

Effective 09/07/2012

After Recording Mail/Return To:  
ServiceLink, A Black Knight Financial Services Company  
10385 Westmoor Drive, Suite 100 | Westminster, CO. 80021 Attention: Denver DIL Title

Parcel Number: **3909-010DD-04100-000**

Mail Tax Statements To: **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**  
500 Delaware Avenue 11th Floor Wilmington DE 19801

Consideration Amount: **\$1.00**

Grantor: **Darrell F. Pryor** and **Hope Pryor**,

Grantee: **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**

Commitment Number: 3351110

### **DEED IN LIEU OF FORECLOSURE**

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

Page 1 of 13

KNOWN ALL MEN BY THESE PRESENTS, that **Darrell F. Pryor** and **Hope Pryor**, a married couple, whose mailing address is **3950 Homedale Rd., 34 Klamath Falls, OR 97603**, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, whose tax mailing address is **500 Delaware Avenue 11th Floor Wilmington DE 19801**, hereinafter called GRANTEE, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Klamath County, Oregon**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

**SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT**

This being the identical property conveyed to the GRANTOR herein by Deed from recorded in **Book M76 Page 13121, Recorded 08/24/1975**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

Grantor represents, warrants, covenants, and agrees as follows:

(i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

Page 2 of 13

- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**Representations and Warranties.** Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

## **RIGHT TO FORECLOSE**

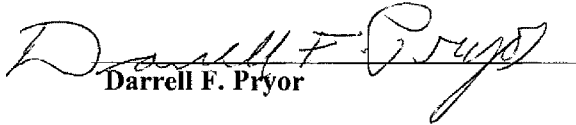
**TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES,**

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

**THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.**

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

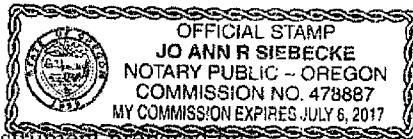
WITNESS the hand of said Grantor this 30 day of April, 2015.

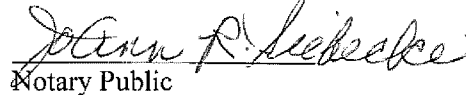
  
Darrell F. Pryor

  
Hope Pryor

STATE OF OR  
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me on 4.30, 2015 by **Darrell F. Pryor** and **Hope Pryor** who are personally known to me or have produced DRIVERS LICENSES as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



  
Notary Public

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550,  
Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Vic J. Devlaeminck Esq.,  
Attorney At Law, Oregon State Bar Number: 861803.

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

## **EXHIBIT A (LEGAL DESCRIPTION)**

**The East 30 feet of Lot 18 and the West 35 feet of Lot 19, DE BIRK HOMES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

COMMONLY known as: **3875 Barry Ave., Klamath Falls, OR 97603**

Assessor's Parcel Number: **3909-010DD-04100-000**

EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF OR  
COUNTY OF KLAMATH

**Darrell F. Pryor and Hope Pryor**, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, conveying the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, and was not and is not now intended as a mortgage, trust conveyance, or security of any

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603



kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR  
DEED OF TRUST**

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Rushmore Loan Management; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 4-30-2015

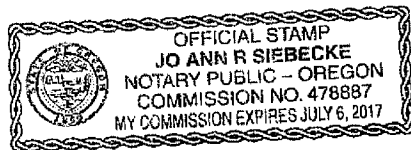
Darrell F. Pryor  
Darrell F. Pryor

Hope Pryor  
Hope Pryor

STATE OF OR  
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me on 4-30, 2015 by **Darrell F. Pryor** and **Hope Pryor** who are personally known to me or have produced DRIVERS LICENSE as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

JoAnn R. Siebecke  
Notary Public



Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

**EXHIBIT A (LEGAL DESCRIPTION)**

**The East 30 feet of Lot 18 and the West 35 feet of Lot 19, DE BIRK HOMES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

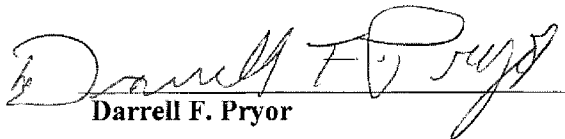
**COMMONLY known as: 3875 Barry Ave., Klamath Falls, OR 97603**  
**Assessor's Parcel Number: 3909-010DD-04100-000**

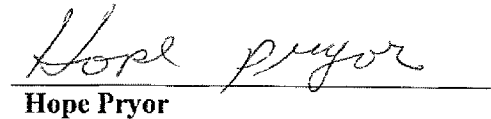
GRANTOR(S) AFFIDAVIT

State of OR }  
County of KLAMATH }

**Darrell F. Pryor and Hope Pryor**, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

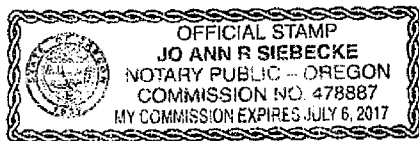
That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

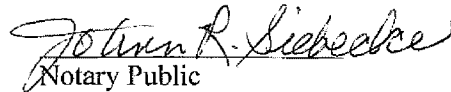
  
Darrell F. Pryor

  
Hope Pryor

STATE OF OR  
COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me on 4.30, 2015 by **Darrell F. Pryor** and **Hope Pryor** who are personally known to me or have produced DRIVER'S LICENSES as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.



  
Notary Public

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

**EXHIBIT C**  
**(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)**

**A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:**

**Amount: \$143,671.00**

**Trustor/Grantor: Darrell F. Pryor and Hope Pryor as Tenants by the Entirety**

**Trustee: City Escrow**

**Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Premium Capital Funding LLC dba TopDot Mortgage, a New York Limited Liability Company**

**Dated: January 29, 2009**

**Recorded: February 11, 2009**

**Instrument No.: 2009-001940**

**The beneficial interest under said Deed of Trust was assigned of record to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by assignment,**

**Recorded: January 31, 2012**

**Instrument No.: 2012-000926**

**Appointment of Successor Trustee as disclosed by instrument,**

**Recorded: April 30, 2012**

**Instrument No.: 2012-004428**

**New Trustee: ReconTrust Company, N.A.**

**RECORDING COVER PAGE**

PER ORS 205.234

PLEASE FILL OUT  
COMPLETE AND LEGIBLE

THIS COVER PAGE HAS BEEN PREPARED BY THE PERSON  
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.  
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**AFTER RECORDING RETURN TO:**

NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE  
INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4)  
AND ORS 205.238.

SERVICELINK1400 CHERRINGTON PARKWAY, CORAOPOLIS, PA. 15108

1. NAME OF THE TRANSACTION (S ), DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND REQUIRED BY ORS 205.234(A).

NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer encumbrance or release affecting title to or an interest in real property".

SUBSTITUTION OF TRUSTEE

2. Grantor/Direct (s) as described in ORS 205.160.

DARRELL F. PRYOR / CITY ESCROW-- TRUSTEEHOPE PRYOR

3. Grantee/Indirect (s) as described in ORS 205.160.

RECONTRUST COMPANY, NAVIC J. DEVLACMINCK

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following name and address:  
for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260

6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).

FULL \_\_\_\_\_ PARTIAL \_\_\_\_\_

7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$ \_\_\_\_\_

Effective 09/07/2012

PREPARED BY: Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Vic J. Devlaeminck Esq., Attorney At Law, Oregon State Bar Number: 861803.

WHEN RECORDED MAIL TO:

ServiceLink, A Black Knight Financial Services Company  
10385 Westmoor Drive, Suite 100 | Westminster, CO. 80021 Attention: Denver DIL Title

OREGON

COUNTY OF Klamath

LOAN NO. 7600046765

PARCEL NO. 3909-010DD-04100-000

LEGAL DESCRIPTION: The East 30 feet of Lot 18 and the West 35 feet of Lot 19, DE BIRK HOMES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

SUBSTITUTION OF TRUSTEE

WHEREAS, the undersigned, **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT**, is the current beneficiary under that certain Deed of Trust executed by **Darrell F. Pryor and Hope Pryor**, as Trustor, and described as follows:

A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: **\$143,671.00**

Trustor/Grantor: **Darrell F. Pryor and Hope Pryor as Tenants by the Entirety**

Trustee: **City Escrow**

Beneficiary: **Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Premium Capital Funding LLC dba TopDot Mortgage, a New York Limited Liability Company**

Dated: **January 29, 2009**

Recorded: **February 11, 2009**

Instrument No.: **2009-001940**

The beneficial interest under said Deed of Trust was assigned of record to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP by assignment,

Recorded: **January 31, 2012**

Instrument No.: **2012-000926**

Appointment of Successor Trustee as disclosed by instrument,

Recorded: **April 30, 2012**

Instrument No.: **2012-004428**

New Trustee: **ReconTrust Company, N.A.**

recorded in the in the Records of **Klamath County, State of OREGON.**

Property Address: **3875 Barry Ave., Klamath Falls, OR 97603**



WHEREAS, the undersigned desires to appoint a new Trustee, in the place and stead of the prior trustee. NOW, THEREFORE, in view of the premises, the undersigned hereby appoints Vic J. Devlaeminck Esq., Attorney At Law in the State of Oregon, as successor Trustee, who may be contacted at Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 under said Deed of Trust, to have all the powers of said Original Trustee, effective forthwith.

Executed by the undersigned this September 18, 2015

WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-4TT By Rushmore Loan Management Services, LLC, its Appointed Attorney in Fact

By: 

Name: Christina De Luna  
Assistant Vice President

Its: \_\_\_\_\_

*See attached Acknowledgment*

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ )ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

*See attached Acknowledgment*

Property Address: 3875 Barry Ave., Klamath Falls, OR 97603

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

Orange

County of \_\_\_\_\_

On SEP 18 2015

Date

before me,

S. Jimenez, Notary Public

Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_

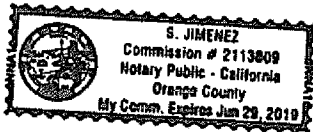
Christina De Luna

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

S. Notary Public  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Substitution of Trustee

Document Date: SEP 18 2015

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_