

2016-001440

Klamath County, Oregon

02/12/2016 03:08:29 PM

Fee: \$87.00

RECORDING REQUESTED BY:

LSI Title Company

WHEN RECORDED MAIL TO:

**TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614**

APPOINTMENT OF SUCCESSOR TRUSTEE

APN R-3909-001AC-03000-000 /
R504813

TS No: OR08000004-16-1

TO No: 160005799-OR-MSO

Limited Power of Attorney attached as Exhibit "A"

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

Trustee Sale No. OR08000004-16-1 APN R-3909-001AC-03000-000 / Title Order No. 160005799-OR-MSO
R504813

APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL BY THESE PRESENTS that JODY OATES. is the Grantor, FIRST AMERICAN TITLE OF OREGON. is the original Trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for BCK CAPITAL INC., Beneficiary of the security instrument, its successors and assigns, under that certain Trust Deed which is dated March 4, 2013 and recorded on March 5, 2013 as Instrument No. 2013-002428 of official records in the Office of the Recorder of Klamath County, Oregon.

NOW THEREFORE, the undersigned hereby appoints **Nathan F. Smith, Esq., OSB #120112** c/o Trustee Corps whose address is 17100 Gillette Ave., Irvine, CA 92614, Successor Trustee under the Trust Deed, to have all the power of the original Trustee, effective immediately.

The undersigned, who is the present Beneficiary under the Trust Deed, desires to appoint a new Trustee in the place and stead of the original Trustee named above. In witness whereof, the undersigned Beneficiary has executed this document. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its Power of Attorney.

Dated: 2/5/16

M&T Bank as Attorney in Fact for Lakeview Loan Servicing, LLC

Rachel M. Nowicki

By: Rachel M. Nowicki, Banking Officer

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 New York

COUNTY OF Erie

On 02/05/2016 before me, Nicole M. McIntosh
personally appeared Rachel M. Nowicki, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Nicole M. McIntosh
Notary Public Signature

Nicole M McIntosh
01MC6256195
Notary Public, State of New York
Qualified in Erie County
My commission expires FEBRUARY 21st, 2020

Clackamas County Official Records
Sherry Hall, County Clerk

2015-028042

05/14/2015 10:15:45 AM

D-POA Cnt=1 Stn=6 KARLYN
\$20.00 \$16.00 \$10.00 \$20.00 \$22.00

\$88.00

**RECORDING REQUESTED BY:
FIRST AMERICAN**

WHEN RECORDED MAIL TO:

MANUFACTURERS AND TRADERS TRUST COMPANY
A/K/A M&T BANK
475 CROSSPOINT PARKWAY
GETZVILLE, NEW YORK 14068

8533430

TS # OR0700028-15-1

FCC
2407250
FIRST AMERICAN

POWER OF ATTORNEY

TITLE OF DOCUMENT

COLUMBIA COUNTY TITLE 14-000865

Document drafted by and
RECORDING REQUESTED BY
Manufacturers and Traders Trust Company
a/k/a M&T Bank
475 Crosspoint Parkway
Getzville, New York 14068

COLUMBIA COUNTY, OREGON 2015-000865
DEED-LPCA 02/09/2015 12:21:30 PM
Cnt=1 Pgs=3 HUSERB
\$15.00 \$11.00 \$20.00 \$5.00 \$10.00 = \$61.00



00185562201500008650030038

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon,
certify that the instrument identified hereinafter is recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Lakeview Loan Servicing, LLC, a Delaware limited liability company with offices located at 4425 Ponce de León Blvd., Coral Gables, Florida 33146 ("Lakeview" or "Servicer") by these presents does hereby make, constitute and appoint Manufacturers and Traders Trust Company (a/k/a M&T Bank), a New York state chartered banking corporation with offices located at 475 Crosspoint Parkway, Getzville, New York 14068 ("M&T" or "Sub-servicer"), as its true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, acting in the name, place and stead of Lakeview for the purposes, and only the purposes, set forth below. This Limited Power of Attorney is given in connection with, and relates solely to that certain Sub-Servicing Agreement by and between Lakeview and M&T dated as of the 1st day of August, 2013, as the same may be restated and amended and relating to the sub-servicing of certain mortgage loans (the "Agreement") the servicing rights to which were acquired by Lakeview (such loans, the "Loans"). Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (each a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

Now, Therefore, Lakeview does hereby constitute and appoint M&T the true and lawful attorney-in-fact of Lakeview and in Lakeview's name, place and stead with respect to each Loan, whether such Loan is current and performing or such Loan is in a loss mitigation or other workout status, in foreclosure and/or bankruptcy or is classified as real estate owned ("REO") and such Loan is sub-serviced by M&T on behalf of Lakeview pursuant to the Agreement for the following, and only the following purposes:

1. To execute, acknowledge, seal and deliver Mortgage note endorsements, assignments of Mortgages and other recorded documents, satisfactions, releases, re-conveyances of Mortgage, tax and insurance authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, including deeds-in-lieu of foreclosure or short sale agreements, with all ordinary or necessary endorsements, acknowledgements, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.

2. To (i) prepare, execute and deliver, on behalf of Lakeview, any and all documents or instruments necessary to maintain the lien on each mortgaged property and related collateral; loan modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, repayment plans, deeds-in-lieu of foreclosure, consents to or with respect to any documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in this clause (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), and similar actions or suits necessary to enforce or defend Lakeview's rights in its capacity as servicer of a Loan or the Loans, and to appear in and file on behalf of Lakeview such pleadings or documents as may be necessary or advisable in any bankruptcy actions, state or federal suit or any other action related to a Loan.
3. The collection of borrower or account information, perform an escrow analysis, obtain required approvals from mortgage insurers and investors, obtain property valuations, order property inspections, initiate and maintain property preservation activity, and obtain an interest therein and/or improvements thereon, as Lakeview's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
4. To execute and deliver any and all required affidavits, documents or instruments required to be prepared, executed and filed or recorded regarding a Loan, including, but not limited to: affidavits of debt, verification or certification of debt or amounts owed, substitutions of trustee, substitutions of counsel, declaration of military status affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits or merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Lakeview in connections with foreclosure, bankruptcy and eviction actions, proofs of claim, confirmations and reaffirmations.
5. To prepare, execute and deliver any and all documents or perform or direct the performance of any and all acts in connection with any disputes or inquiries relating to the Loans, including, but without limitation, tax, hazard insurance, title insurance, mortgage insurance or guarantee and homeowner association matters.

Lakeview further grants to M&T, its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the forgoing powers, and ratifies every act that M&T has lawfully performed or which M&T may lawfully perform in exercising those powers by virtue hereof.

Lakeview further grants to M&T the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or Mortgages in Lakeview's name, and hereby ratifies and confirms all that the attorney-in-fact, or its substitute or substitutes, shall lawfully do or cause to be done by authority of this Limited Power of Attorney and the rights and powers granted hereby.

M&T shall indemnify, defend and hold harmless Lakeview and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual 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 M&T (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of, or misuse of, this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Lakeview Loan Servicing, LLC has executed this Limited Power of Attorney on the 4th day of November, 2014.

Lakeview Loan Servicing, LLC

By: _____

Name: Julio Aldecocea

Title: Senior Vice President

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

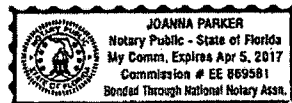
On NOVEMBER 4, 2014, before me, JOANNA PARKER, a notary public within Miami-Dade County, personally appeared Julio Aldecocea, Senior Vice President of Lakeview Loan Servicing, LLC whose address is 4425 Ponce de Leon Blvd, Coral Gables, Florida 33146, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

By: _____

Notary Public

My commission expires: APRIL 5, 2017



STATE OF OREGON)
COUNTY OF CLATSOP) SS

I, ELIZABETH E. HUSER, COUNTY CLERK OF THE ABOVE NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING COPY OF _____

THE WHOLE OF SUCH ORIGINAL AS THE SAME APPEARS in my office IN MY OFFICE, IN TESTIMONY WHEREOF, I HAVE HERETO AFFIXED THE SEAL OF SAID COUNTY, THIS 10 DAY OF March, A.D. 20 15

ELIZABETH E. HUSER, COUNTY CLERK
BY [Signature] DEPUTY