

RECORDING REQUESTED BY:

**LSI Title Company**

WHEN RECORDED MAIL TO:

**LoanCare, A Division of FNF Servicing, Inc.**  
**3637 Sentara Way**  
**Virginia Beach, VA 23452**

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**LIMITED POWER OR ATTORNEY**

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APN R590328 / R-3910-007A0-01500-000

TO No: 160239622-OR-MSO

FOR RECORD IN KLAMATH COUNTY:

ASSIGNOR: STEARNS LENDING, LLC F/K/A STEARNS LENDING, INC.

ASSIGNEE: LOANCARE, LLC

Unofficial Copy

## Limited Power of Attorney

Whereas, Stearns Lending, LLC (f/k/a Stearns Lending, Inc.) ("Lender/Servicer"), with a business address of 4 Hutton Centre Drive, 10<sup>th</sup> Floor, Santa Ana, CA 92707, to authorize, does hereby authorize, LoanCare, LLC ("Subservicer"), with a business address of 3637 Sentara Way, Virginia Beach, VA 23456, to act on behalf of Lender/Servicer for the sole purposes of executing loan documents with respect to any mortgage loan serviced by Subservicer pursuant to the Subservicing Agreement dated January 15, 2015 and any subsequent Subservicing Agreements between Subservicer and Lender/Servicer, and all exhibits and schedules to such Agreements, as any of them may be from time to time amended, restated, modified or supplemented through executed amendments, SOWs or addenda and to:

- 1) release the lien of any such mortgage loan in which payoff funds have been received;
- 2) execute any and all documents necessary to foreclose upon the property securing any such mortgage loan, including, but not limited to, (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of Lender/Servicer, (c) Affidavits of Non-Military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, (h) endorsements of promissory notes to VA or HUD on behalf of Lender/Servicer as a required part of the claims process and (i) warranty deeds, including special warranty deeds;
- 3) take any and all actions and execute all documents necessary to protect the interest of Lender/Servicer in any bankruptcy proceeding, including, but not limited to, (a) execute Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) enter a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor or any adjournment thereof, and vote on behalf of Lender/Servicer on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- 4) assign the lien of any such mortgage loan naming MERS as the mortgagee when Lender/Servicer is the current promissory note-holder and the loan was closed and registered on the MERS System;
- 5) take any and all actions and execute all documents necessary to refinance, amend or modify any such loan;
- 6) endorse checks made payable to Lender/Servicer that are received by Subservicer as agent for payment on any such mortgage loan;
- 7) take any actions and execute such documents as may be necessary to fulfill Subservicer's servicing obligations to Lender/Servicer with respect to such mortgage loans.

This limited power of attorney is effective immediately and will continue until it is revoked or terminated. This limited power of attorney may only be used in the execution of the powers herein by (a) those Subservicer officers who have been duly appointed as Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Secretary or Assistant Secretary, and/or (b) non-officers who have been duly designated by Subservicer as having signing authority. Lender/Servicer shall have the right to limit such signing authority or may revoke signing authority from any officer or other authorized non-officer for any reason. Lender/Servicer hereby ratifies and adopts any action by Subservicer taken prior to the execution of this limited power of attorney that is consistent with the powers granted herein and hereby agrees that this Limited Power of Attorney shall control and take precedent over any previous corporate resolutions giving authority to Subservicer in performance of its duties. Lender/Servicer agrees that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party

Document Prepared By:  
LoanCare, LLC  
3637 Sentara Way  
Virginia Beach, Virginia 23452

until the third party learns of the revocation. Lender/Service shall forever defend, indemnify and hold a third party harmless from any/all Losses a third party realizes as a result of or arising out of any claims that arise against the third party because of reliance on this power of attorney.

By these hands witnessed that I, Ed Parikh of Stearns Lending, LLC (f/k/a Stearns Lending, Inc.), am a duly authorized corporate officer and am authorized to grant this power of attorney on behalf of Lender/Service on this 4<sup>th</sup> day of August, 2015.

Stearns Lending, LLC  
(f/k/a Stearns Lending, Inc.)

Ed Parikh  
Ed Parikh, Vice President, Loan Servicing Manager

Jann Ruffas  
Jann Ruffas, witness  
Dated: August 9, 2016

Debra Gutierrez  
Debra Gutierrez, witness  
Dated: August 4, 2016

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  
County of Orange

On August 4<sup>th</sup>, 2016 before me, Michele E. Klee, Notary Public personally appeared Ed Parikh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature(s) on the instrument that 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.

Michele E. Klee  
Signature  
My commission expires: February 2, 2020

