

	After recording return to:	
	Zachary Underdown	
C	236 Nevada Street	
7	Klamath Falls, OR 97601	
£		
~	Until a change is requested all tax statements	
- Z	shall be sent to the following address:	
$\widetilde{\mathcal{A}}$	Zachary Underdown	
703 Wall	236 Nevada Street	
8	Klamath Falls, OR 97601	
Ì	File No. 70369AM	
<b>G</b> 3		
H		
	SPE	CIAL W
A M M		

# SPECIAL WARRANTY DEED

Mortgage Equity Conversion Asset Trust 2011-1 (aka Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities 2011-1) by U.S. Bank National Association as Co-Trustee,

Grantor(s) hereby conveys and specially warrants to

## Zachary Underdown,

Grantee(s) and grantee's heirs, successors and assigns the following described real property free of encumbrances created or suffered by the Grantor, except as specifically set forth herein, situated in the County of **Klamath** and State of Oregon, to wit:

# Lot 5 in Block 50 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

R-3809-030AA-08400-000

The true and actual consideration for this conveyance is .<u>\$75,000.00</u> Grantor is lawfully seized in fee simple on the above granted premises and SUBJECT TO: all those items of record, if any, as of the date of this deed and those shown below, if any:

# 2016-2017/Real Property Taxes, a lien not yet due and payable

and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor except those claiming under the above described encumbrances.

Page 2 Special Warranty Deed Escrow No. 70369AM

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 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 OR 215.010, 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, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 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.

2016. Dated this day of

Mortgage Equity Conversion Asset Trust 2011-1 (aka Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities 2011-1) by U.S. Bank National Association as Co-Trustee

Kochiti Martinez, Assistant Vice Presiden

By: Reverse Mortgage Solutions, Inc. as Attorney in fact for U.S. Bank National Association as Trustee for Mortgage Equity Conversion Asset Trust 2011-1

State of ł }ss. County of }

.Ol a Notarv day of \_, in the year 2016, before me On this Public in and for said state, personally appeared Mochi+ known to me to be the  $\underline{400}$ of the

Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Residing at:

Commission Expires:



#### AFTER RECORDING RETURN TO:

RMS Legal Department REVERSE MORTGAGE SOLUTIONS, INC. 14405 Walters Rd., Suite 200 Houston, Texas 77014

RECORDING REQUESTED BY: Reverse Mortgage Solutions, Inc. 2727 Spring Creek Drive Spring, TX 77373

## SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### LIMITED POWER OF ATTORNEY

Mortgage Equity Conversion Asset Trust 2011-1, the Issuer (aka Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities 2011-1), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at One Federal Street, EX-MA-FED, Boston, MA 02110, not in its individual capacity but solely as the Co-Trustee ("Trustee"), hereby constitutes and appoints Reverse Mortgage Solutions, Inc, (the "Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (10) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the Servicing Agreement dated as of May 1, 2011, among Mortgage Equity Conversion Asset Trust 2011-1, as Issuer, U.S. Bank National Association, as Co-Trustee, Federal National Mortgage Association, as Guarantor and Seller, Reverse Mortgage Solutions, Inc., as REO Manager, and BAC Home Loans Servicing, LP, as Servicer to Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities, Series 2011-1, and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the 'Loans") held by U.S. Bank National Association, as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

- 1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
- 2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

- 3. Transact business of any kind regarding the Loans, as the Trustee'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 relating thereto.
- 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
- 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
- 8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial re-conveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
- 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
- 10. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (10), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trust, Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee under the related servicing agreements.

Witness my hand and seal this 29th day of January, 2016.

NO CORPORATE SEAL

matel Ch

Witness: Matthew H. Abrams

Witness: Paul J. Aretino

Attest: Patrick S. MacDonald, Assistant Vice President

Mortgage Equity Conversion Asset Trust 2011-1, as Issuer (aka Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities 2011-1) by U.S. Bank National Association, as Co-Trustee

By: *fulie* ice President By:

Beth A. Nally, Assistant Vice President

### CORPORATE ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Suffolk

On this 29th day of January, 2016, before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared Julie A. Kirby, Beth A. Nally, and Patrick S. MacDonald, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President and Trust Officer, respectively of U.S. Bank National Association, as Trustee, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal. Signature: Joan M. Chubb

My commission expires: 07/16/2021



Document drafted by U.S. Bank National Association, as Trustee