

AFTER RECORDING MAIL TO: Bruce Brink 836 Mitchell Street Klamath Falls, OR 97601

2017-000390

Klamath County, Oregon

01/17/2017 09:42:08 AM Fee: \$62.00

UNTIL A CHANGE IS REQUESTED ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Bruce Brink 836 Mitchell Street Klamath Falls, OR 97601

Filed for Record at Request of: PNWE

PNW Number: 16116905

Title Number: 100484AM***AmeriTitle***

Parcel /Account No(s): R480955

Property Address: 836 Mitchell Street, Klamath Falls, OR 97601

Special Warranty Deed

THE GRANTOR, Nationstar HECM Acquisition Trust 2016-1, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee, whose address is 8950 Cypress Waters Blvd, Coppell, TX 75019

for and in the true consideration of \$34,900.00 (required by ORS 93.030) in hand paid, bargains, sells, and conveys to

Bruce Brink.

GRANTEE, whose address is 836 Mitchell Street, Klamath Falls, OR 97601 the following described real estate free of encumbrances created or suffered by Grantor except as specifically set forth herein:

Legal Description:

The Southerly 80 feet of Lot 556, Block 120, Mills 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.

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 195.336 195.301 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.

-page 2 of 2-

Parcel /Account No(s): R480955

Property Address: 836 Mitchell Street, Klamath Falls, OR 97601

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 195.301 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.

Grantor: Nationstar HECM Acquisition Trust 2016-1, Wilmington Savings Fund Society,

FSB, not individually, but solely as trustee
Daniell Uttury BY: Nationstar Mortgage LLC, as attorney in fact Daniell Armstrong Assistant Secretary CERTIFICATE OF ACKNOWLEDGMENT 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 THAS) ss. COUNTY OF DAMAS) ss.
On Jan 5, 2010 before me, Ablilla Jewn Russo, Notary Public, personally appeared <u>Janually Hryns Trong</u> , 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) on behalf of Nationstar Mortgage LLC, attorney in fact for Nationstar HECM Acquisition Trust 2016-1, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee, Grantor, and that by his/her/their signature(s) in the instrument, Nationstar HECM Acquisition Trust 2016-1, Wilmington Savings Fund Society, FSB, not individually, but solely as trustee, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State set forth above that the foregoing paragraph is true and correct.
WYDNESS my hand and official seal. Signature of Notary Public Notary Public in and for the State of Texas Residing at: 100 4 24 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

After Recording Return To: Nationstar Mortgage LLC 4000 Horizon Way, Suite 150 Irving TX 75063

LIMITED POWER OF ATTORNEY

Wilmington Savings Fund Society, FSB, not individually but solely as trustee of the New York common law trust known as Nationstar HECM Acquisition Trust 2016-1 (the "Acquisition Trustee") having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, hereby appoints NATIONSTAR MORTGAGE LLC, a Delaware limited liability company ("Nationstar"), having an office at 8950 Cypress Waters Boulevard, Coppell, TX 75019, and any of its affiliates, and the officers, employees and agents of each, as its true and lawful attorney-infact for the purposes set forth below. This Limited Power of Attorney is given for the purpose of performing all acts and executing all documents in the name of the Acquisition Trustee, as necessary and incidental to the servicing of said loans in compliance with the terms of the Trust Agreement of Nationstar HECM Acquisition Trust 2016-1, dated as of December 22, 2015, by and between Nationstar Reverse Mortgage Funding LLC and the Acquistion Trustee (the "Agreement") and applicable law, including but not limited to:

- 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 Acquisition 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.
- Execute and/or file such documents and take such other action as is proper and necessary to defend the
 Acquisition Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend
 the Acquisition Trustee, including but not limited to dismissal, termination, cancellation rescission and
 settlement.
- 3. Transact business of any kind regarding the Loans, as the Acquisition 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, reconveyances, 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 Acquisition Trustee.
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 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. 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 reconveyances reasonably required for such purpose, and the execution of requests to the Acquisition Trustee to accomplish the same.
- 8. 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").
- 9. 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.

Nationstar hereby agrees to indemnify, defend and hold the Acquisition Trustee (individually and in its capacity as 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 Nationstar. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related agreements.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Acquisition Trustee has executed this Limited Power of Attorney this 6th day of May, 2016.

Witness:

Name: Cheryl Friedrich

Witness:

Name: Andrew Rutter

WILMINGTON SAVINGS FUND SOCIETY, FSB, not in its individual capacity, but solely as Acquisition Trustee

By:

Name: Donna Lockerman
Title: Asst. Vice President

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On May 6th, 2016, Donna Lockerman, personally appeared before me, a Notary Public in and for said State, known to me to be an Assistant Vice President of Wilmington Savings Fund Society, FSB that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such Acquisition Trustee and acknowledged to me that such Acquisition Trustee executed the within instrument.

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

(SEAL)

EXPIRES

JANUARY 12, 2019

APPROVED THE STATE OF DELANKING

Name: Anthony Jeffery

Notary Public

My Commission Expires: January 12, 2019