

2017-001295

Klamath County, Oregon

02/07/2017 02:47:00 PM

Fee: \$62.00

When Recorded Return To:

ServiceLink
1400 Cherrington Parkway
Moon Township, PA 15108

Grantor's Name and Address

GMAC Mortgage, LLC
c/o Ocwen Loan Servicing, LLC
3451 Hammond Ave.,
Waterloo, IA 50702

Grantee's Names and Address

The Bank Of New York Mellon Trust
Company, N.A., as FHA Qualified
Trustee for ResCap Liquidating Trust
3637 Sentara Way
Virginia Beach, VA 23452

**Until requested otherwise send all tax
Statements to: (Names, Address, Zip):**

ServiceLink
1400 Cherrington Parkway
Moon Township, PA 15108

Ref. #: 170010319

QUIT CLAIM DEED

GMAC MORTGAGE, LLC, as Grantor, does hereby release and quitclaim to: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as FHA Qualified Trustee for ResCap Liquidating Trust, Grantee and Grantee's heirs, successors and assigns all right title and interest in and to the following described real property, situated in Marion County, State of Oregon, described as follows, to-wit:

PARCEL 2 OF LAND PARTITION 2-99 BEING PARCEL 1 OF "LAND PARTITION 26-97"
BEING A PORTION OF LOTS 58 AND 59 OF FAIR ACRES SUBDIVISION NUMBER 1
SITUATED IN THE NW1/4 SE1/4 SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST,
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Tax Account Number: R-3809-035DB-00703-000

Property Address: 1202 Homedale Road, Klamath Falls, OR 97603

Subject to: all those items of record and those apparent upon the land, if any as of the date of this Deed and those shown below, if any; 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 whomsoever, except those claiming under the above described encumbrances.

This instrument will 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 approved uses and to determine any limits or lawsuits against farming or forest practices as defined on ORS 30.930.

The true consideration for this conveyance is: \$10.00 (Here comply with the requirements of ORS 93.030)

TO HAVE AND TO HOLD the same unto the said Grantee, Grantee's heirs, successors and assigns forever.

The singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

Dated this 3rd day of February, 2017

GMAC MORTGAGE, LLC

By: LOANCARE, LLC, as Attorney-in-Fact under a limited power of attorney *

By: Shanna Simmons Title: Assistant Secretary
SHANNA SIMMONS

Printed Name

* See attached Exhibit "A"

STATE OF Virginia)

CITY OF Virginia Beach)

I hereby certify that the foregoing deed was signed and acknowledged before me this 3 day of Feb, 2017, by SHANNA SIMMONS, who is a/the Assistant Secretary of LOANCARE, LLC, as Attorney-in-Fact under a Limited Power of Attorney for GMAC MORTGAGE, LLC, as the Grantor in the foregoing instrument.

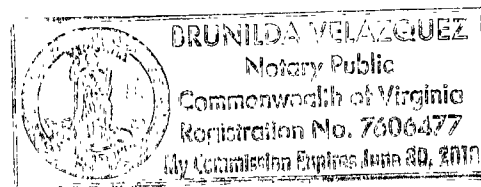
Brunilda Velazquez
NOTARY SIGNATURE

My commission expires on: 6-30-18

BRUNILDA VELAZQUEZ

No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents, no boundary survey was made at the time of this conveyance.

Prepared by
Express Legal Dox, LLC
11100 66th Street Suite 28
Largo, FL 33773



LIMITED POWER OF ATTORNEY

Exhibit "A"

WHEREAS, LoanCare, LLC, a Virginia limited liability company, having a business address of 3637 Sentara Way, Virginia Beach, VA 23452 ("LoanCare"), the ResCap Liquidating Trust, a Delaware statutory Trust, having a business address of 8300 Norman Center Drive, Suite 170, Bloomington, MN 55437 ("ResCap"), and ResCap Securities Holdings Co., a Delaware corporation, having a business address of 8300 Norman Center Drive, Suite 170, Bloomington, MN 55437, entered into a Servicing Agreement dated June 30, 2016 (the "Agreement"), whereby LoanCare is the Servicer to certain ResCap mortgage loans, as defined in the Agreement (the "Loans"); and

WHEREAS, certain of the Loans may be held in the name of GMAC Mortgage, LLC or Residential Funding Company, LLC (formerly known as Residential Funding Corporation), (together, the "Companies"), to which ResCap is the successor-in-interest, effective December 17, 2013, pursuant to the Second Amended Joint Chapter 11 Plan proposed by Residential Capital, LLC, the Companies and certain affiliates, and the Official Committee of Unsecured Creditors, and related Order, as filed in the US Bankruptcy Court of New York on December 6, 2013 and December 11, 2013, respectively.

NOW THEREFORE, the Trust hereby issues this Limited Power of Attorney to LoanCare.

KNOW ALL MEN BY THESE PRESENTS, that effective December 1, 2016, ResCap does hereby constitute and appoint LoanCare, by and through its officers, its true and lawful Attorney-in-Fact in its name place and stead and for the purpose of performing all acts and executing all documents in the name of the Companies, necessary and incidental to implement the Agreement, including but not limited 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 ResCap, (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 ResCap 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 assert or protect the interest of ResCap in any bankruptcy, litigation or other legal proceeding, including, but not limited to, (a) prepare, execute and file pleadings; (b) execute settlement agreements, stipulations or other consented to court documents, Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (c) enter a Notice of Appearance, (d) vote for a trustee of the estate of the debtor, (e) vote for a committee of creditors, (f) attend the meeting of creditors of the debtor or any adjournment thereof, and vote on behalf of ResCap on any question that may be lawfully submitted before creditors in such a meeting, (g) complete, execute and return a ballot accepting or rejecting a plan, and (h) execute reaffirmation agreements;
- 4) assign the lien of any such mortgage loan naming MERS as the mortgagee when ResCap 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 ResCap that are received by Servicer as agent for payment on any such mortgage loan;
- 7) take any actions and execute such documents as may be necessary to sell or otherwise liquidate the Assets pursuant to Servicer's obligations to ResCap, including filing any and all claims, including HUD Claim Form 27011, Parts A through E, and executing such notes, documents, allonges, sales contracts and listing agreements to facilitate participation in HUD's single family loan sale program or the claims without conveyance of title program; and
- 8) take any actions and execute such documents as may be necessary to fulfill Servicer's servicing obligations to ResCap with respect to such mortgage loans.

ResCap further grants to LoanCare full power and authority to do and perform all acts necessary for LoanCare to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as ResCap may or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that LoanCare shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that LoanCare has previously done pursuant to any power of attorney previously granted by ResCap to LoanCare. This Limited Power of Attorney shall be effective December 1, 2016 and remain in full force and effect until revoked or terminated by ResCap.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney has not been revoked by the Trust.

SIGNATURE PAGES TO FOLLOW

RESCAP LIQUIDATING TRUST

ResCap Liquidating Trust
LPOA to LoanCare
December 1, 2016

By: Jill Horner

Name: Jill Horner

Title: Chief Financial Officer

Witness: Barbara J. Justman

Name: Barbara J. Justman

Witness: Paul Grande

Name: Paul Grande

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 2nd day of December, 2016, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Jill Horner personally known to me to be the person who executed the within instrument as an Chief Financial Officer on behalf of ResCap and he or she acknowledged that said instrument is the act and deed of ResCap and that he or she, being authorized to do so, executed and delivered said instrument for the purposes therein contained

In witness hereof, I hereunto set my hand and official seal.

Julie A. Busch
Notary Public



[Seal]

1/31/2020
My Commission Expires