

SPACE RESERVED FOR RECORD

2017-001296

Klamath County, Oregon

02/07/2017 02:47:00 PM

Fee: \$92.00

**When Recorded Return To:**

ServiceLink  
1400 Cherrington Parkway  
Moon Township, PA 15108

**Grantor's Name 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

**Grantee's Name and Address**

Department of Veterans Affairs  
Loan Guaranty Service  
3401 West End Avenue, Suite 760W  
Nashville, TN 37203

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

Department of Veterans Affairs  
Loan Guaranty Service  
3401 West End Avenue, Suite 760W  
Nashville, TN 37203

**Ref. #:** 170010319

## **SPECIAL WARRANTY DEED**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as FHA Qualified Trustee for ResCap Liquidating Trust, as Grantor, does hereby grant, bargain, sell, warrant and convey to: THE SECRETARY OF VETERANS AFFAIRS, an Officer of the United States, its successors in interest and/or assigns, as Grantee, all right title and interest in and to the following described real property, situated in Klamath County, State of Oregon, described as follows, to-wit:

**SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**

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

**Account No.:** R-3809-035DB-00703-000

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 grantors 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)

And the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and Grantor will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

Dated this 3<sup>rd</sup> day of February, 2017.

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as FHA Qualified Trustee for ResCap Liquidating Trust**

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

By: [Signature]

Title: Assistant Secretary

KIMLY FRANCIS  
Printed Name

*\*see attached Exhibit "B" and Exhibit "C"*

COMMONWEALTH OF Virginia

City of Virginia Beach to wit:

*Feb* The foregoing Special Warranty Deed was acknowledged before me this 3 day of February, 2017, by KIMLY FRANCIS who is a/the Assistant Secretary of LOANCARE, LLC, as Attorney-in-Fact under a limited power of attorney for THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as FHA Qualified Trustee for ResCap Liquidating Trust.

[Signature]

Notary Public

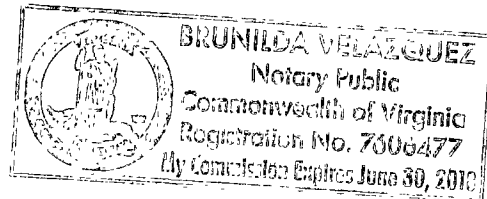
My Commission Expires: 6-30-18

BRUNILDA VELAZQUEZ

Printed Name

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 N., Ste. 28, Largo, FL 33773



## **EXHIBIT “A”**

THE FOLLOWING DESCRIBED PROPERTY:

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.

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

# NON-MILITARY AFFIDAVIT

State of: Virginia

City of: Virginia Beach

**KIMLY FRANCIS**

I, \_\_\_\_\_, the undersigned affiant, state under oath that based upon the response from the Department of Defense Manpower Data Center to a military status request, a copy of which is attached hereto, JAMES EDICK AND ANGELIQUE EDICK is not on active military duty or otherwise entitled to the protections afforded under the Service Members Civil Relief Act, 50 U.S.C. 501 et seq., and was not on active military duty or otherwise entitled to the protections afforded under the Service Members Civil Relief Act, 50 U.S.C 501 et seq. on 10/28/2016.

The Bank of New York Mellon Trust Company, N.A.,  
as FHA Qualified Trustee for ResCap Liquidating  
Trust by LoanCare, LLC as Attorney in Fact under a  
Limited Power of Attorney

Date: 3 Feb 2017

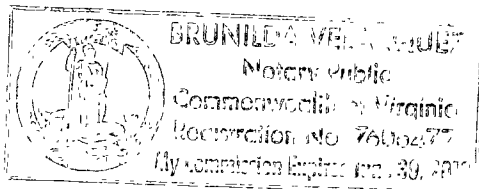


Print Name **KIMLY FRANCIS**

Acknowledged, subscribed and sworn before me,  
a notary public in the state of Virginia, City of Virginia Beach

On this 3 day of Feb, 20 17

  
Notary Public  
**BRUNILDA VELAZQUEZ**  
My Commission Expires: 6-30-18



**After Recording return to:**

**Name: ResCap Liquidating Trust**

**Address: 1100 Virginia Drive, Suite 250, Fort Washington PA 19034**

**Attn: Dave Cunningham**

**With a Copy to:**

**Name: ResCap Liquidating Trust**

**Address: 1100 Virginia Drive, Suite 250, Fort Washington PA 19034**

**Attn: Lauren Delehey**

*Exhibit "B"*  
**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as FHA Qualified Trustee for ResCap Liquidating Trust, having its trust office at 500 Ross Street, 12<sup>th</sup> Floor, Pittsburgh, PA 15262, and its main office at 400 South Hope Street, Suite 400, Los Angeles, CA 90071 (the "Bank"), hereby appoints LoanCare, LLC, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with RESCAP LIQUIDATING TRUST on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, the acceptance of a short sale or third party bid at foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation, execution and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure;
- f. the execution of settlement agreements, consent orders or other consented-to court documents;
- g. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.f., above; and
- h. to file and prosecute claims, provide proofs of claim and other bankruptcy documents, and to appear on behalf of the FHA Qualified Trustee, in bankruptcy cases affecting the Mortgage Note, Mortgage or Deed of Trust.

9. To execute and deliver estate related documents (i.e. petition applications, affidavits) for the purpose of seeking the appointment of a fiduciary for the estate of the deceased borrower(s).

10. To execute quit claim deeds with respect to any REO property from the FHA Qualified Trustee to ResCap Securities Holding Co., a wholly-owned subsidiary of the ResCap Liquidating Trust.

11. To endorse insurance policies or insurance proceeds checks and mortgage payment checks to the order of the ResCap Liquidating Trust.

12. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the FHA Qualified Trustee all checks, drafts and/or negotiable instruments made payable to the FHA Qualified Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney no longer being retained on behalf of the Bank or an affiliate of the Bank; or (iii) the resignation or termination of the Bank as FHA Qualified Trustee for the ResCap Liquidating Trust.

The authority granted to the Attorney by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. as FHA Qualified Trustee, pursuant to that Amended and Restated Liquidating Trust Agreement, dated as of December 17, 2013, as amended by the First Amendment to ResCap Liquidating Trust, dated as of May 1, 2014 among ResCap Liquidating Trust, Wilmington Trust, National Association, The Bank of New York Mellon Trust Company, N.A. and the liquidating trustees and these present to be signed and acknowledged in its name and behalf by Michael S. Thompson and Brandon D. Coney its duly elected and authorized Vice President and Vice President respectively this 28<sup>th</sup> day of October 2016.

The Bank of New York Mellon Trust Company, N.A. as FHA Qualified Trustee

By:   
Name: Michael S Thompson  
Title: Vice President

By:   
Name: Brandon D. Coney  
Title: Vice President

Witness:   
Printed Name: Brendan McCarthy

Witness:   
Printed Name: Shelley Jakell

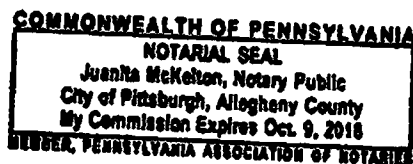
#### ACKNOWLEDGEMENT

STATE OF Pennsylvania §  
§  
COUNTY OF Allegheny §

On the 28<sup>th</sup> day of October in the year 2016 before me, the undersigned, personally appeared Michael S. Thompson and Brandon D. Coney, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Subscribed and sworn before me this 28<sup>th</sup> day of October, 2016.

  
NOTARY PUBLIC Juanita McKelton  
My Commission expires: 10/9/2018



## **LIMITED POWER OF ATTORNEY**

### **Exhibit "C"**

KNOW ALL MEN BY THESE PRESENTS, that effective June 30, 2016, the ResCap Liquidating Trust and ResCap Securities Holdings Co., (together the "Companies"), each having a business address of 8300 Norman Center Drive, Suite 170, Minneapolis, Minnesota 55437, does hereby constitute and appoint LoanCare, LLC ("LoanCare"), a Virginia limited liability company, having a business address of 3637 Sentara Way, Virginia Beach, VA 23452, by and through its officers, the true and lawful Attorney-in-Fact in the name place and stead and for the benefit of the Companies in connection with the Servicing Agreement by and among the Companies and LoanCare, dated June 30, 2016, (the "Agreement") whereby LoanCare, as Servicer, is permitted to carry out certain servicing actions on behalf of the Companies, for the purpose of performing all acts and executing all documents in the name of the Companies, necessary or 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 Owner, (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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner, 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



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

of title program; and

- 8) take any actions and execute such documents as may be necessary to fulfill Servicer's servicing obligations to Owner with respect to such mortgage loans.

The Companies further grant 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 the Companies might 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 the Companies to LoanCare. This Limited Power of Attorney shall be effective June 30, 2016 and remain in full force and effect until revoked or terminated by the Companies.

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**

By: Jill M Horner

Name: Jill M. Horner

Title: Chief Financial Officer

Witness: [Signature]

Name: David Cunningham

Witness: [Signature]

Name: Kenneth Brock

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

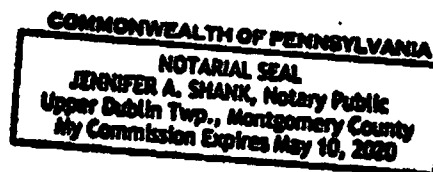
On this 13 day of July, 2016 before me, the undersigned, a Notary Public in and for said State and County, personally appeared Jill M. Horner personally known to me to be the person who executed the within instrument as Chief Financial Officer on behalf of ResCap Liquidating Trust (the "Trust") and he or she acknowledged that said instrument is the act and deed of the Trust 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.

Jennifer A. Shank  
Notary Public

5/10/2020  
My Commission Expires

[Seal]



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

**RESCAP SECURITIES HOLDINGS CO.**

By: Jill M. Horner

Name: Jill M. Horner

Title: Chief Financial Officer

Witness: [Signature]

Name: David Cunningham

Witness: [Signature]

Name: Kenneth Brock

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 13 day of July, 2016 before me, the undersigned, a Notary Public in and for said State and County, personally appeared Jill M. Horner personally known to me to be the person who executed the within instrument as Chief Financial Officer on behalf of ResCap Securities Holdings Co. (the "Company") and he or she acknowledged that said instrument is the act and deed of the Company 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.

Jennifer A. Shank  
Notary Public  
5/10/2020  
My Commission Expires

[Seal]

