2017-011469

Klamath County, Oregon

10/10/2017 10:55:00 AM

Fee: \$52.00

## **RECORDING COVER SHEET**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

## AFTER RECORDING RETURN TO:

TRUSTEE CORPS 17100 Gillette Ave Irvine, CA 92614

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a) Limited Power of Attorney  2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) AND 205.160 American Financial Resources, Inc.			
4) TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other \$			5) SEND TAX STATEMENTS TO: American Financial Resources, Inc. c/o 3637 Sentara Way Virginia Beach, VA
6) SATISFACTION of ORDER or WARRANT ORS 205.125(1)(e)		<ul><li>7) The amount of the monetary obligation imposed by the order or warrant.</li></ul>	
CHECK ONE: (If applicable)	□ FULL □ PARTIAL		ORS 205.125(1)(c)
	CORDED TO CORREC		e following statement, in accordance with OR AS FEE NUMBER

## **Limited Power of Attorney**

Whereas, it is in the best interests of American Financial Resources, Inc. ("Lender/Servicer") to authorize, and Lender/Servicer does hereby authorize, LoanCare, LLC ("Subservicer") 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 April 15, 2014 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;
- 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, and (h) endorsements of promissory notes to VA or HUD on behalf of Lender/Servicer as a required part of the claims process;
- 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 !!meeting, (f) complete, execute and return a ballot accepting or rejecting a plan, and (g) execute reaffirm action 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 mile payable to Lender/Servicer that are received by Subservicer as agent for payment on any such mortgage;
- 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 I 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

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3637 Sentara Way

Virginia Beach, Virginia 23452

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 learns of the revocation. Lender/Servicer 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.

If these witnesses that I, Richard Dubnoff, being the Chief Executive Officer of American Financial Resources, Inc.,

am a duly authorized officer and am authorized to grant power of attorney on behalf of Lender/Servicer on this 1st day of August 2017.

[SEAL]

[WITNESS]

[DATE]

[DATE]

STATE OF New Derson CITY/COUNTY OF EDUCA , to-wit:

The foregoing instrument was acknowledged before me by Richal Duboff who being duly sworn, himself say he is the CE, of America Francia Resource, I did for himself say he is the

corporation named within, this 22 day of A

altagracia Reyes

ALTAGRACIA REYES Notary Public, State of New Jersey My Commission Expires May 13, 2018

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