

2017-011621

Klamath County, Oregon

10/12/2017 03:55:00 PM

Fee: \$72.00



After recording return to:  
ServiceLink Title Company of Oregon,  
LLC  
3220 El Camino Real  
Irvine, CA 92602

Until a change is requested,  
all tax statements shall be sent  
to the following address:  
KLAMATH WOODLANDS, LLC  
4070 B. ADELAIDE  
Klamath Falls, OR 97603

### STATUTORY SPECIAL WARRANTY DEED

The Bank of New York Mellon FKA The Bank of New York as Trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates Trust 2005-11, Grantor, conveys and specially warrants to KLAMATH WOODLANDS, LLC, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

For APN/Parcel ID(s): R521386/R--3909-002DA-04100

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON AND IS DESCRIBED AS FOLLOWS:

LOT 14, BLOCK 1, BEL-AIRE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

This property is free of encumbrances, EXCEPT:

NONE

The true consideration for this conveyance is Ninety Five Thousand Dollars And No/100 Dollars (\$ 95,000.00).

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this Sept 28, 2017.

The Bank of New York Mellon FKA The Bank of New York as Trustee for the certificateholders of CWABS Inc., Asset-Backed Certificates Trust 2005-11

BY: J. Chandler 9/28/17  
Select Portfolio Servicing, Inc. as Attorney in Fact

**Jeaneen Chandler**  
**Document Control Officer**

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 Utah  
County of Salt Lake

\*Personally Known

On SEP 28 2017 before me, Aubrie Jex, Notary Public,  
(here insert name and title of the officer)

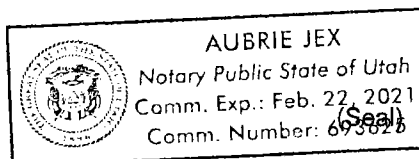
personally appeared \* Jeaneen Chandler, document control officer  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Aubrie Jex



When Recorded, Return To:  
Select Portfolio Servicing, Inc.  
Attn: Corp Legal  
P.O. Box 65250  
Salt Lake City, UT 84165-0250

E 3037786 B 6825 P 380-383  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/10/2017 12:10 PM  
FEE \$16.00 Pgs: 4  
DEP RTT REC'D FOR SELECT PORTFOLIO  
SERVICING INC

### LIMITED POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PREMISES**, that the undersigned, **THE BANK OF NEW YORK MELLON**, having its branch office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints **Select Portfolio Servicing, Inc.**, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the trusts named, identified and described in the attached Exhibit A on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording 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 of requests to trustees to accomplish the 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, or the completion of judicial or non-judicial foreclosure or 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 Mortgage;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation 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; and

f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.

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); and

10. 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 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 Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect to 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) a revocation by the Bank, or (ii) the Attorney no longer being retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.**

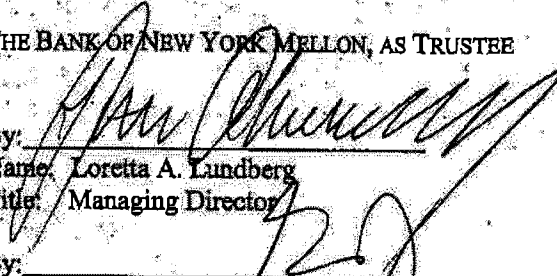
**The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other power or entity.**

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.

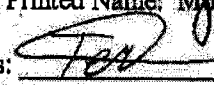
IN WITNESS WHEREOF, The Bank of New York Mellon, as Trustee, pursuant to the pooling and servicing agreements among the Depositor, the Servicer and Trustee, in connection with the trusts which are named, identified and described in the attached Exhibit A, and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg its duly elected and authorized Managing Director and Gavin Tsang its duly elected and authorized Vice president on this 8<sup>th</sup> day of August, 2017.

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By:   
Name: Loretta A. Lundberg  
Title: Managing Director

By:   
Name: Gavin Tsang  
Title: Vice President

Witness:   
Printed Name: Morgan Keyes

Witness:   
Printed Name: Tatiana Terehova


#### ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF New York

On the 8<sup>th</sup> day of August, 2017 personally appeared before me, Loretta A. Lundberg, Managing Director and Gavin Tsang, Vice President, the undersigned, 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 hi/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Subscribed and sworn before me this 8<sup>th</sup> day of August, 2017

  
NOTARY PUBLIC  
My Commission expires \_\_\_\_\_

TSILYA ZUBATAYA  
NOTARY PUBLIC, State of New York  
No. 01ZU6233191  
Qualified In Kings County  
Commission Expires Dec. 27, 2018

## EXHIBIT A

Pooling and Servicing Agreement dated as of September 1, 2005 for CWABS Inc., Asset Backed Certificates, Series 2005-11, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, and The Bank of New York, as Trustee

Pooling and Servicing Agreement dated as of June 1, 2005 for CWABS Inc., Asset Backed Certificates, Series 2005-4, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, The Bank of New York, as Trustee, and the Bank of New York Trust Company, N. A. as Co-Trustee

Pooling and Servicing Agreement dated as of December 1, 2005 for CWABS Inc., Asset Backed Certificates, Series 2005-17, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, and The Bank of New York, as Trustee

Pooling and Servicing Agreement dated as of June 1, 2006 for CWABS Inc., Asset Backed Certificates, Series 2006-8, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, and The Bank of New York, as Trustee

Pooling and Servicing Agreement dated as of June 1, 2006 for CWABS Inc., Asset Backed Certificates, Series 2006-11, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, The Bank of New York, as Trustee, and the Bank of New York Trust Company, N. A. as Co-Trustee

Pooling and Servicing Agreement dated as of February 1, 2007 for CWABS Inc., Asset Backed Certificates, Series 2007-2, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, The Bank of New York, as Trustee, and the Bank of New York Trust Company, N. A. as Co-Trustee

Pooling and Servicing Agreement dated as of April 1, 2007 for CWABS Inc., Asset Backed Certificates, Series 2007-7, among CWABS, Inc. as Depositor, Countrywide Home Loans, Inc. as Seller, Park Monaco Inc., as Seller, Park Sienna LLC, as Seller, Countrywide Home Loans Servicing LP, as Master Servicer, The Bank of New York, as Trustee, and the Bank of New York Trust Company, N. A. as Co-Trustee

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 14, Block 1, Bel-Aire Gardens, according to the official plat thereof on file in the office of the County Clerk,  
Klamath County, Oregon.