

2017-013632

Klamath County, Oregon

11/28/2017 03:41:58 PM

Fee: \$67.00

AmeriTitle
MTC 199935AM

After recording return to:
ServiceLink Title Company of Oregon,
LLC
1355 Cherrington Pkwy
Moon Township, PA 15108

Until a change is requested,
all tax statements shall be sent
to the following address:
JOHN A MAY and TAMARA MAY
1293 Fort Jackpine Drive
Gilchrist, OR 97737

STATUTORY SPECIAL WARRANTY DEED

Bank of America, National Association., Grantor, conveys and specially warrants to JOHN A MAY and TAMARA MAY, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

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

Lot 4 in Block 3 of Jack Pine Village, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

This property is free of encumbrances, EXCEPT:

NONE

The true consideration for this conveyance is 140,001.00

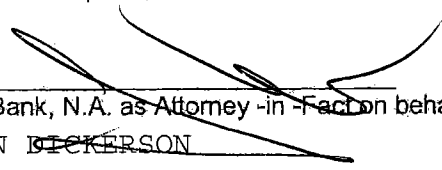
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 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.

1079417

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

Dated this 11/20/17

Bank of America, National Association

BY: 
CIT Bank, N.A. as Attorney-in-Fact on behalf of Bank of America
JON DICKERSON
DIRECTOR

State of TEXAS
County of TRAVIS

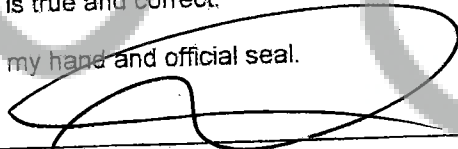
On 11/20/17 before me, STEPHEN YELVERTON Notary Public,
personally appeared JON DICKERSON, DIRECTOR OF CIT BANK, N.A.
AS ATTORNEY IN FACT

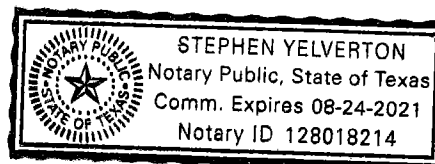
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), 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 TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)


Signature STEPHEN YELVERTON



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After Recorded Return To: I

CIT Bank, N.A. I

2900 Esperanza Crossing I

Austin, TX 78758 I

Attn: Financial Freedom – Late Stage Default

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. (“Owner”),¹ a national banking association located at 1800 Tapo Canyon Rd., Simi Valley, CA, 93063, by these presents does hereby make, constitute, and appoint CIT Bank, N.A. (“Servicer”), a national banking association located at 2900 Esperanza Xing, Austin, TX, 75758, to be Owner’s true and lawful attorney-in-fact, and hereby grants Servicer authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Owner’s name, place and stead. This limited power of attorney (“Limited Power of Attorney”) is given in connection with and pursuant to a certain Flow Sale and Servicing Agreement for adjustable rate reverse mortgage loans dated July 1, 2009 (the “Agreement”), by and between Owner and Financial Freedom Acquisition LLC, pursuant to which Servicer is providing servicing, administration, and management and disposition services with respect to certain adjustable rate reverse mortgage loans (“Mortgage Loans”) owned by Owner (the “Servicing Arrangement”).² Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property (“Property”) evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a “Security Instrument”). The assignment of a Security Instrument, as used herein, shall also include the assignment of the beneficial interest under a deed of trust.

As used above, the term “Actions” shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans or the Property and as mandated or permitted by federal, state, or local laws or other legal requirements or restrictions—including without limitation federal and state debt collection laws—applicable to Owner or Servicer in connection with mortgage loans serviced by Servicer or on behalf of Owner as owner:

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 Owner in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale (or any other statement or notice that is now

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A., is the successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing LP.

² Servicer acquired the servicing rights in the Mortgage Loans from Financial Freedom Acquisition LLC.

LIMITED POWER OF ATTORNEY TO CIT BANK, N.A.

THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

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or hereafter becomes necessary or appropriate to protect or enforce Owner's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the Properties.

2. Subordinate the lien of a mortgage or deed of trust (i) for the purpose of refinancing Mortgage 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 or requests to the trustees to accomplish the same.
3. Execute and/or file such documents and take such action as is proper and necessary to defend Owner in litigation and to resolve any litigation where Servicer has an obligation to defend Owner.
4. Transact business of any kind regarding the Mortgage Loans, as Owner'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.
5. Execute, complete or file bonds, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Owner.
6. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Owner or a prior transferor.
7. 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").
8. 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/warranty/quit claim deeds or other 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.
9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of Owner under any insurance agreement.
10. Indorse all checks, drafts and/or other negotiable instruments made payable to Owner as payments by borrowers in connection with the Mortgage Loans.

With respect to the Actions, Owner gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into

LIMITED POWER OF ATTORNEY TO CIT BANK, N.A.

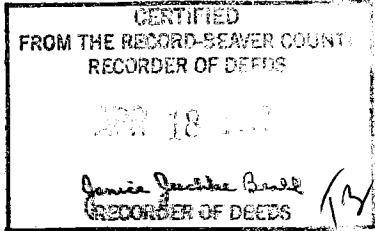
THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as Owner itself might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Any Action taken pursuant to this Limited Power of Attorney shall be binding on Owner and Owner's successors and assigns.

Owner represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been made in writing. Any and all third parties dealing with Servicer as Owner's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Servicer, and need not make any inquiry about whether Servicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Servicer that any subject mortgage loan or real estate owned by Owner or by Servicer for Owner as a result of the termination of the related Mortgage Loan, is subject to the authority and power conferred to the Servicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Owner or be construed to create a duty of Owner to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name or on behalf of Owner, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Owner, except, in each case, as provided herein.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 26th day of August, 2016.

BANK OF AMERICA, N. A.

By: Gregory W. Blackmer
Name: Gregory W. Blackmer
Title: Vice President

Witness: Mary A. Ritchie
Name: Mary A. Ritchie
Title: Officer

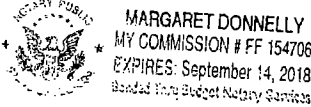
Witness: Michael Tsataros
Name: Michael Tsataros
Title: Officer

STATE OF FLORIDA :
COUNTY OF DUVAL : ss.

On August 26, 2016, before me, Margaret Donnelly, Notary Public, personally appeared Gregory W. Blackmer, Vice President of Bank of America, N.A., a national banking association, on behalf of said national association, who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Margaret Donnelly
Notary Public: Margaret Donnelly
My commission expires: 09/14/2018



LIMITED POWER OF ATTORNEY TO CIT BANK, N.A.