2018-005432

Klamath County, Oregon

05/01/2018 12:15:01 PM

Fee: \$57.00

Allison K. York and Peter A. York 170 Southshore Lane Klamath Falls, OR 97601

Escrow No.: OR-1032-JH Date: March 29, 2018 File No.: 212563AM

THIS SPACE RESERVED FOR RECORDER'S USE

A DEPOSITE OF SERVICE OF STREET

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## SPECIAL WARRANTY DEED (OREGON)

BANK OF AMERICA, N.A. Grantor, conveys and specially warrant(s) to ALLISON K. YORK AND PETER A. YORK Grantee, the following described real property free of encumbrances created or suffered by the Grantor as specifically set forth herein:

LOT 504, RUNNING Y RESORT, PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

This property is free of all encumbrances created, EXCEPT: [Exceptions to the covenants described in ORS 93.855(2)]

The true consideration for this conveyance is \$5,000.00

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby warrant and will defend the title to the property against all persons who may lawfully claim the same by, through or under the Grantor.

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 & 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 INOUIRE 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:

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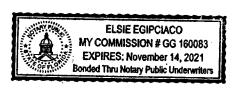
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Dated April 16, 2017
BANK OF AMERICA, N.A.
BY 9-16-18
TITLE 65 COMPANY FOR BANK OF AMERICA, N.A., AS ATTORNEY IN FACT
Jennifer Torres - Deed Team Lead FULL LEGAL PRINTED NAME & TITLE
Title365 Company EMPLOYER
ENTEOTER
STATE OF Florida
COUNTY OF Orange
The foregoing instrument was acknowledged before me on April 20/8 by  Jennifer Torres its Deed Team Lead on behalf of TITLE365  COMPANY FOR BANK OF AMERICA, N.A., AS ATTORNEY IN FACT who has produced Drivers License as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth
in this instrument.
(Seal) Notary Public Elsie Egipciaco
Serial number, if any: GG160083
My commission expires: 11/14/21



## **BANK OF AMERICA, NATIONAL ASSOCIATION**

## LIMITED POWER OF ATTORNEY

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("BANA"), and Title365 Company ("Vendor") are parties to that certain Master Services Agreement, Agreement Number CW891979 dated, made or effective as of August 23, 2017 (the "Agreement"). Capitalized terms used herein and not defined shall have the meanings given such terms in the Agreement. In furtherance of the parties' rights and obligations under the Agreement, BANA does hereby make, constitute, and appoint each of the following employees of Vendor:

Jennifer Torres
Kristina Bohrn
Susan Stoakes
Carolyn Guenther
Lynn Falloretta
Lani Ford
Lindsay Nichols Changle
Lucie Lenz
Lindsey Powell
Jessica Rayanne Gaudreau

DEBORAH BARDELLA RECORDER OF DEEDS WASHINGTON, PA Pennsylvania

INSTRUMENT NUMBER 201723872 RECORDED ON Sep 14, 2017 9:58:00 AM Total Pages: 2

RECORDING FEES
TOTAL PAID

\$22.50 \$22.50

INV: 694244 USER: AH

as an Attorney-in-Fact for BANA (an "Attorney-in-Fact") acting for BANA and in BANA's name, place and stead, for BANA's use and benefit, to bind BANA by each of his/her execution of those agreements and documents related to: (a) the conveyance of a real estate owned (REO) property from BANA to the contracted buyer and/or the United States Secretary of Housing and Urban Development (HUD) and (b) Satisfactions of Mortgage or Releases of Mortgage following a Deed in Lieu of Foreclosure. To that end, an Attorney-in-Fact may sign and bind BANA for only the below four (4) document types in which Bank of America is the grantor for properties located in the United States (excluding U.S. territories):

- 1. Warranty Deeds, Special Warranty Deeds, Quit Claim Deeds or the State/Jurisdiction Required Equivalent Deed (collectively "Conveyance Deeds");
- 2. State/Jurisdiction Specific Transfer Tax Documents to Accompany Conveyance Deeds;
- 3. Owner's Affidavits; and
- 4. Satisfactions or Releases of Mortgage.

Any documents executed by an Attorney-in-Fact in accordance with this Limited Power of Attorney shall fully bind and commit BANA and all other persons or entities may rely upon the execution thereof by the Attorney-in Fact as if executed by BANA and as the true and lawful act of BANA.

This Limited Power of Attorney shall expire upon the earlier of (i) such Attorney-in-Fact's resignation or termination from Vendor, (ii) such Attorney-in-Fact's realignment to another role within Vendor that does not require such Attorney-in-Fact to perform these duties, (iii) the termination of the Agreement or Order under which this Limited Power of Attorney is granted, (iv) the expiration date of the Agreement or Order under which this Limited Power of Attorney is granted, it being BANA's intent that this Limited Power of Attorney does not and shall not be effective during any renewal or extension of the term of any Agreement or Order and that a new limited power of attorney would be required at the time of any such renewal or extension, or (v) the date that BANA's written revocation is received by Vendor; provided, however, that the expiration shall have no impact on the documents executed by an Attorney-in-Fact for BANA prior to such expiration.

**IN WITNESS WHEREOF**, this Limited Power of Attorney has been executed and delivered by BANA to each Attorney-in-Fact on September 11, 2017.

BANK OF AMERICA, NATIONAL ASSOCIATION Title: Senior Vice President State of Texas County of Dallas \_day of <u>Siglember</u>, 2017, before me, <u>Andshuilion</u> the undersigned Notary Public, personally appeared Martina Coleman, known to me (or satisfactorily proven) to be the Senior Vice President of BANK OF AMERICA, N.A. and whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein expressed. Given under my hand and seal of office this 1/1/20 day of 310 day of 2017. CHRISTINY LYON Notary Public STATE OF TEXAS My Commission Expires