

2021-010054

Klamath County, Oregon

06/28/2021 01:28:00 PM

Fee: \$107.00

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: CHANCE MCAULIFFE and FRANCESKA MCAULIFFE PO BOX 483, Merrill OR 97633

STATUTORY SPECIAL WARRANTY DEED

Wilmington Savings Fund Society, FSB, as owner trustee of behalf of CSMC 2018-RPL1 Trust, Grantor, conveys and specially warrants to CHANCE MCAULIFFE and FRANCESKA MCAULIFFE, 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): 4110-002DC-00600-000 For Tax Map ID(s): 4110-002DC-00600-000

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

Lot 5, Block 1, HODGES ADDITION to the Town of Merrill, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Map No. 4110-002DC-00600

This property is free of encumbrances, EXCEPT:

NONE

The true consideration for this conveyance is Two Hundred Fifty-Four Thousand Nine Hundred And No/100 Dollars (\$254,900.00).

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 MAY 1 7 2021 | |
|---|--|
| | |
| Wilmington Savings Fund Society, FSB, as owner true | stee of behalf of CSMC 2018-RPL1 Trust |
| MAY 1 7 20 | 21 |
| BY: V | |
| Select Portfolio Servicing, Inc as attorney in Fact | |
| Coty Evans, Document Control Officer | |
| STATE OF UTAN | |
| COUNTY OF Salt Lake | |
| This instrument was acknowledged before me on | MAY 1 7 2021 (date) |
| by Coty Evans, Document Control Officer | (name(s) of person(s)) as |
| of Select Portfolio Servicing, Inc. (na | (type of authority, e.g., officer, trustee, etc.) |
| executed) (na | me of party on behalf of whom instrument was |
| A A A A A A A A A A A A A A A A A A A | Personally Known |
| _19/1/11 THE WALL | |
| | CYNTHIA MAY |
| NOTARY PUBLIC | Notary Public State of Utah My Commission Expires on: |
| Print Name: Cynthia May | April 27, 2025 Comm. Number: 717379 |
| Cyntha May | 55mm, Hamber, 717379 |
| My Commission Expires: APR 2 7 2025 | |

Document drafted/prepared by and RECORDING REQUESTED BY: Select Portfolio Servicing, Inc. P.O. Box 65250 Salt Lake City, UT 84165-0250 E 3082041 B 6973 P 1641-1644
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/16/2018 03:37 PM
FEE \$16.00 Pms: 4
DEP RTT REC'D FOR SELECT PORTFOLIO
SERVICING INC

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Wilmington Savings Fund Society, FSB, solely as Owner Trustee, pursuant to the Securitization Servicing Agreement, dated as of January 17, 2018 (the "Agreement"), among Select Portfolio Servicing, Inc. ("SPS"), as Servicer, CSMC 2018-RPL1 Trust, as Issuer (the "Issuer"), Citibank, N.A., as paying agent, and Wilmington Savings Fund Society, FSB, as indenture trustee (the "Indenture Trustee"), hereby constitutes and appoints SPS, by and through SPS's officers, the Owner Trustee's true and lawful Attorney-in-Fact, in the Trust's name, place and stead and for the Owner Trustee's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Owner Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Owner Trustee (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 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 rerecording, 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 United States governmental 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.

- 5. The full 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 Deed of Trust:
 - 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 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(e), above.

The execution and delivery of this Limited Power of Attorney by Owner Trustee shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Owner Trustee or SPS in or under the Agreement (other than a discharge of the obligations of the Owner Trustee under the Agreement to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Owner Trustee and SPS. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Owner Trustee and SPS and their respective successors and assigns; provided, however, that SPS shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Owner Trustee, and

any such purported assignment without such consent shall be void and of no effect

This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of January 17, 2018.

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 shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the Owner Trustee under the Agreement, or (ii) be construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB in its individual capacity. If SPS receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB in its individual capacity, then SPS shall promptly forward a copy of same to such party.

Section 8.14 of the Agreement regarding the limitation of Wilmington Savings Fund Society, FSB, is hereby incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to SPS to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on Wilmington Savings Fund Society, FSB, as Owner Trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except for the Trust Estate) of Wilmington Savings Fund Society, FSB, as Owner Trustee or in its individual capacity, for any reason whatsoever.

This Limited Power of Attorney is not intended to extend the powers granted to SPS under Agreement or to allow SPS to take any action with respect to security instruments or promissory notes (or other evidence of indebtedness) not authorized by the Indenture or the Agreement.

This Limited Power of Attorney is not intended to extend the powers granted to SPS under Agreement or to allow SPS to take any action with respect to security instruments or promissory notes (or other evidence of indebtedness) not authorized by the Agreement.

IN WITNESS WHEREOF, Wilmington Savings Fund Society, FSB, solely as Owner Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 23rd day of February, 2018.

| NO CORPORATE SEAL | NO | CO | RP | OR | ATE | SE | ΔL |
|-------------------|----|----|----|----|-----|----|----|
|-------------------|----|----|----|----|-----|----|----|

Wilmington Savings Fund Society, FSB, solely as Owner Trustee for CSMC 2018-RPL1 TRUST

Name:

Donna Lockerman Assistant Vice President

Witness:

Printed Name: Alex Kaplan

Witness:

Printed Name: C.J. Johnson

[Delaware]) [New Castle])ss.:

United States)

On the 23rd day of February in the year 2018 before me, the undersigned, personally appeared _Donna Lockerman_, personally known to me 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

[NOTARIAL SEAL]

Notary Public

My Commission Expires

NOTARY PUBLIC

My Commission
Expires on
Mer 13, 2019

MO DEL NUMBER

MY COMMISSION
MO DEL NUMBER

MY CO