

2022-006277

Klamath County, Oregon

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Document drafted by and  
RECORDING REQUESTED BY:  
Harvest Capital Company, LLC  
690 NW 1<sup>st</sup> Ave, Ste 101  
Canby, OR 97013

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee, and U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee (each individually "Trustee" or, together the "Grantors"), hereby constitutes and appoints effective as of March 1, 2022, Harvest Capital Company, LLC, with offices located at 690 NW 1<sup>st</sup> Avenue, Suite 101, Canby, Oregon 97013 ("Servicer"), and in their names, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the individual name or capacity of U.S. Bank National Association or U.S. Bank Trust Company, National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") or real estate held by the Grantors. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to **Schedule A** attached hereto.

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 the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, conducting eviction proceedings (to the extent allowed by federal, state or local laws), filing actions for temporary restraining orders, injunctions, appointments of receiver, title claims and suit against title insurers, suits for waste, proofs of claim, fraud and any and all other tort, contractual or verifications in support

thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trust and/or the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trusts and/or the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans or Properties as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Properties and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Indorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans or Properties to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans or Properties.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing 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.
9. 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 to a third party ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a

foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty 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.

11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, or U.S. Bank Trust Company, National Association, as Trustee under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Delaware Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Grantors also grant unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.


In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Grantors, and their directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

**Witness** my hand and seal this 27<sup>th</sup> day of April, 2022.

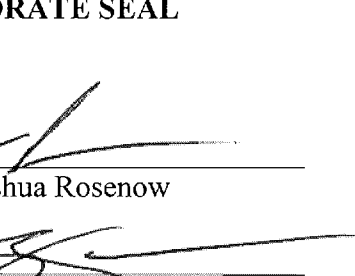
**SIGNATURE PAGE FOLLOWS**

**NO CORPORATE SEAL**

On Behalf of the Trusts, by  
U.S. Bank National Association, as Trustee


  
\_\_\_\_\_  
Witness: Joshua Rosenow

By:   
\_\_\_\_\_  
Michael G. Patiuk, Vice President

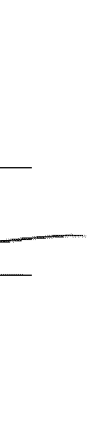
  
\_\_\_\_\_  
Witness: Greg Olson

**NO CORPORATE SEAL**

On Behalf of the Trusts, by U.S. Bank Trust  
Company, National Association, as Trustee

  
\_\_\_\_\_  
Witness: Joshua Rosenow

By:   
\_\_\_\_\_  
Michael G. Patiuk, Vice President

  
\_\_\_\_\_  
Witness: Greg Olson

**CORPORATE ACKNOWLEDGMENT**

State of Minnesota

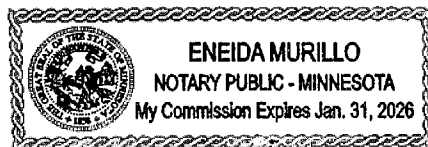
County of Ramsey

On this 27<sup>th</sup> day of April, 2022, before me, the undersigned, personally appeared Michael G. Patiuk—vice president of U.S. Bank National Association and U.S. Bank Trust Company National Association, Joshua Rosenow—witness, and Greg Olson--witness, 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(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), executed the instrument voluntarily for its stated purpose and that such individual(s) made such appearance before the undersigned in the county of Ramsey, State of Minnesota

WITNESS my hand and official seal.

Signature:   
\_\_\_\_\_  
Notary Public: Eneida Murillo

My commission expires: 1/31/2026



## **SCHEDULE A**

All trusts, legal entities, and/or other programs for which U.S. Bank National Association (a/k/a U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs) serves as trustee and/or custodian for the benefit the Federal Agricultural Mortgage Corporation and its successors and assigns.

For the avoidance of doubt, all mortgage notes and instruments (and all related documentation) assigned to U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Programs shall be covered by this Limited Power of Attorney and shall remain in effect until revoked in writing.