

E-Filed By:
Pickens County Clerks Office
Clerk of Courts Jennifer Jordan
12/10/2024 02:28 PM
Deed Book: 01419
Page: 0319-0327
Participant IDs:
7102053502
7067927936
\$25.00 Base Filing Fee
\$0.00 Transfer Tax
PT 61: 112-2024-002470

Return To:
Aldridge Pite, LLP
Six Piedmont Center
3525 Piedmont Road, N.E., Suite 700
Atlanta, GA 30305
Telephone: (404) 994-7400
1012-437A
Parcel No. 020 065

NOTE TO CLERK: Cross reference to that Security
Deed recorded at Deed Book 756, Page 38, Pickens
County, GA.

STATE OF UTAH)

COUNTY OF SALT LAKE)

DEED UNDER POWER

THIS INDENTURE, effective this **9/3/2024**, between **Dave F. Stanley and Frances Stanley ("Borrower(s))**, acting through the duly appointed agent and attorney-in-fact, **U.S. Bank Trust Company, National Association, not in its individual capacity but solely in its capacity as Indenture Trustee of CIM Trust 2023-NR2 ("Grantor")**, as party of the first part, and **LOCAL HOMES, LLC, ("Grantee")** as party of the second part.

WITNESSETH:

WHEREAS, Borrower(s) executed and delivered to **Mortgage Electronic Registration Systems, Inc., ("MERS")** as grantee, as nominee for **Fieldstone Mortgage Company**, its successors and assigns, a certain Deed to Secure Debt (the "Deed") dated **1/24/2007** and recorded in Deed Book **756**, Page **38**, **Pickens County**, Georgia Records; as last transferred to **U.S. Bank Trust Company, National Association, not in its individual capacity but solely in its capacity as Indenture Trustee of CIM Trust 2023-NR2**, by assignment recorded in Deed Book **1379**, Page **177**, **Pickens County**, Georgia Records, conveying the after-described property to secure the payment of a promissory note (the "Note") of even date therewith, in the original principal amount of **\$72,000.00**; and

WHEREAS, default in the payment under said Note occurred, and whereas by reason of said default, Grantor elected, pursuant to the terms of the Deed and Note, and declared the entire principal and interest immediately due and payable; and

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9/3/2024
Conventional / Other

GA001.J004
Page 1 of 3

WHEREAS, the entire indebtedness remaining in default, and in accordance with the terms of the Deed, Grantor did advertise the herein described property for sale once a week for at least four (4) consecutive weeks immediately preceding the sale in the newspaper in **Pickens County**, Georgia, wherein the Sheriff carries his advertisement, namely **Pickens County Progress**; and

WHEREAS, notice was given in compliance with O.C.G.A. §§ 44-14-162.2 and 44-14-162.4. The notice required was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the newspaper wherein the property was advertised for sale, to the Borrower(s) and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date of **9/3/2024**; and

WHEREAS, Grantor did expose said property for sale to the highest bidder for cash on the first Tuesday in **September, 2024**, within the legal hours of sale at the usual place for conducting Sheriff's sales in **Pickens County** and offered said property for sale and public outcry to the highest bidder for cash when and where Grantee, the party of the second part, bid **\$101,500.00**; and

WHEREAS, said property was auctioned off to Grantee, the party of the second part, for the aforementioned sum of money in cash.

NOW THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Deed, the party of the first part has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, grant, and convey to Grantee, the party of the second part, its successors, representatives, heirs, and assigns, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 168, 12TH DISTRICT, 2ND SECTION, PICKENS COUNTY, GEORGIA, BEING LOT 1, CONTAINING 0.56 ACRE, MORE OR LESS, AND LOT 2, CONTAINING 0.56 ACRE, MORE OR LESS, OF CAGLE SUBDIVISION, ACCORDING TO THAT CERTAIN PLAT OF SURVEY PREPARED BY E.C. PERROW, COUNTY SURVEYOR, DATED AUGUST 22, 1956, RECORDED IN PLAT BOOK A, PAGE 251, PICKENS COUNTY, GEORGIA RECORDS, WHICH SAID PLAT OF SURVEY IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE THERETO.

TOGETHER WITH all rights, members, and appurtenances thereto appertaining; also all the estate, right, title, interest, claim or demand of the party of the first part, or said party's representatives, heirs, successors, and assigns, legal, equitable or otherwise, whatsoever, in and to the same.

THIS CONVEYANCE IS SUBJECT TO any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Deed.

TO HAVE AND TO HOLD the said property and every part thereof unto said party of the second part, and said party's representatives, heirs, successors, and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as the said party of the first part or said party's representatives, heirs, successors and assigns, did hold and enjoy the same.

IN WITNESS WHEREOF, Grantor, as agent and attorney-in-fact for Borrower(s) has hereunto affixed Grantor's hand and seal on this, to be effective as of the date first above-written.

CORPORATE SEAL:



Signed, Sealed, and Delivered in the Presence of:

Witness:

Signature

Lusi Talili

Printed Name

Date:

12/2/2024

Dave F. Stanley and Frances Stanley, acting through the duly appointed attorney-in-fact, U.S. Bank Trust Company, National Association, not in its individual capacity but solely in its capacity as Indenture Trustee of CIM Trust 2023-NR2, by Select Portfolio Servicing, Inc., as attorney-in-fact

By:

Name:

Title:

Krysten Erickson

Krysten Erickson

Document Control Officer

Select Portfolio Servicing, Inc.

Date:

12-2-2024

Notary Witness

STATE OF UTAH)

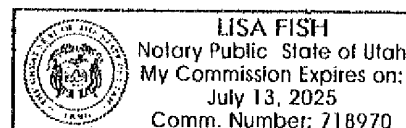
COUNTY OF SALT LAKE)

Subscribed and sworn to before me on this 2 day of December, in the year 2024 by Krysten Erickson a Document Control Officer of Select Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument. Witness my hand and official seal.

*Personally Known

Lisa Fish

Notary Public



Document drafted by:
Catherine Alfaro
Recording requested by and
When recorded return to:
Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
Salt Lake City, UT 84119

E 3532891 B 8278 P 522-526
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/16/2023 11:29 AM
FEE 40.00 Pgs: 5
DEP MEC REC'D FOR SELECT
PORTFOLIO SERVICING INC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trust(s) 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 Indenture Trustee, ("Indenture Trustee"), hereby constitutes and appoints **Select Portfolio Servicing, Inc.**, with offices located at 3217 South Decker Lake Drive, Salt Lake City, Utah 84119 ("Servicer"), and in its name, 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 (13) below; provided however, that (a) Servicer represents and warrants that all actions taken pursuant to this Limited Power of Attorney are consistent with its duties and obligations as a servicer for the applicable Trust, (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 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 Indenture Trustee. 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.

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 Indenture 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 Indenture Trustee in litigation and to resolve any litigation where

the Servicer has an obligation to defend the Trusts and/or the Indenture 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 Indenture 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 Indenture 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 Indenture Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
12. To do any other act or complete any other document deemed necessary or appropriate to service and administer the Loans in accordance with, and subject to the terms and requirements of the Trusts' related servicing agreement.
13. 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 (12), above, where Indenture 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.

Indenture Trustee also grants unto Servicer the full power and authority to correct minor ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (13), above.

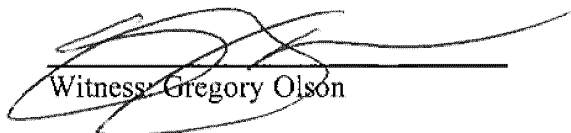
In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Indenture Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, 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 Indenture Trustee for the Trusts listed on Schedule A.


SIGNATURE PAGE FOLLOWS

Witness my hand and seal this 10th day of May, 2023.

NO CORPORATE SEAL

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


Witness: Gregory Olson

By: 
Name: Michael G. Patiuk
Title: Vice President


Witness: Staci Carey

CORPORATE ACKNOWLEDGEMENT

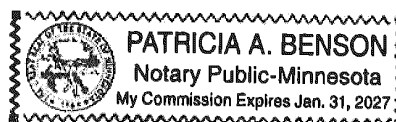
STATE OF MINNESOTA

COUNTY OF RAMSEY

On the 10th day of May, in the year 2023, before me, the undersigned, personally appeared Michael G. Patiuk, the Vice President of U.S. Bank Trust Company, National Association, not in its individual capacity but solely as Indenture Trustee, personally known to me 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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument voluntarily for its stated purpose.

WITNESS my hand and official seal.

Signature: 
Notary Public: Patricia A. Benson



My commission expires: 1/31/2027

Schedule A

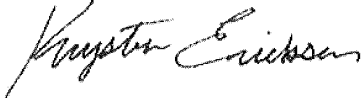
U.S. Bank Trust Company, National Association, not in its individual capacity but solely in its capacity as Indenture Trustee of CIM Trust 2023-NR2

SELECT PORTFOLIO SERVICING, INC.


Certificate of Incumbency

The undersigned, Cameron L. Ward, Secretary of Select Portfolio Servicing, Inc., a Utah corporation ("Corporation"), does hereby certify as follows:

On and as of the date hereof, Krysten Erickson is, and has been duly elected or appointed and duly qualified as Document Control Officer of Select Portfolio Servicing, Inc., as the signature set forth opposite her name below is his genuine signature.

Name Krysten Erickson	Title Document Control Officer	
---------------------------------	--	--

DATED as of May 30, 2023


Cameron L. Ward - Secretary

State of Utah)
)
County of Salt Lake)

On May 30, 2023 before me, a Notary Public in and for said state, personally appeared Cameron L. Ward, known to me as Secretary of Select Portfolio Servicing, Inc., and executed the preceding Certificate, In witness whereof, I have hereunto set my hand.

