## **UNOFFICIAL COPY**

LIMITED POWER OF ATTORNEY

Homecomings Financial, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 2711 N Haskell Avenue, Suite 900, Dallas, TX 75204 as the Owner (thereinafter called the "Owner") hereby appoints Home Servicing, LLC (hereinafter called "home") as it's true and lawful attorney-in-fact to act in the name, place and stead of the Owner for the specific purposes set forth below.

The said attorney's-in-fact is hereby authorized and empowered, as follows:

- 1. To execute, acknowledge, seal and deliver deed of trust/mortgage, note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of truest/mortgage, subordinations and modifications, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, wit all ordinary or necessary endorsements, acknowledgements, afficavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
- 2. To execute and deliver insurance mings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tox affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, and other documents or notice filings on behalf of the Owner in connection with insurance, foreclosure, bankruptcy and eviction actions.
- 3. To endorse any checks or other instruments received by Home and made payable to the Owner in relation to the Mortgage Loans and REO Properties that are part of the Servicing and Servicing Rights Purchase Agreement between Home and Owner dated October 12, 2007 ('Agreement').
- 4. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure to other sale, promissory note or check. This power also authorizes Home to collect, negotiate, or otherwise settle any deficiency claim, including interest and attorney's fees.
- 5. To do any other act or complete any other document that arises in the normal course of servicing of all Mortgage Loans and REO properties, as defined in, and subject to the terms of the Agreement, 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 Owner might or could do. This Limited Power of Attorney shall be effective as of October 29, 2007 and shall terminate on the termination of the Agreement or such other date as may be mutually acceptable to the parties.

Doc#: 0805057025 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/19/2008 11:03 AM Pg: 1 of 3

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6. Home agrees to indemnify and hold the Owner and its directors, officers and employees and agents harmless only pursuant to, and to the extent of, the specific terms of the Agreement by reason or result of or in connection with the exercise by Home of the powers granted hereunder.

Date: January 16, 2008

Name: Betty Wright

Title: Assistant Vice President

Witness

Name:

Oot County Clark's Office

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## **UNOFFICIAL COPY**

## STATE OF MINNESOTA COUNTY OF HENNEPIN

On January 16, 2008, before me, Diane M. Meistad, Notary Public, personally appeared Betty Wright, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

Witness on my hand and official seal

Notary Public

D'ANE M. MEISTAD

NOTATI PUBLIC-MINNESOTA

My Curmission Expires Jan. 31, 2010

LOT 2 AND THE NORTH 18 FEET 9 INCHES OF LOT 3 IN BLOCK 13 IN CALUMET TRUST'S SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE FLIRD PRINCIPAL MERIDIAN, AND FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THER OF RECORDED DECEMBER 30, 1925 AS DOCUMENT 9137452 IN COOK COUNTY, ILLINOIS. P.I.N. 25-12-402-070 Commonly known as 9906 S. Merrill Ave., Chicago, IL 60617.