. P.S. 1510092-0

#### **UNOFFICIAL COPY**

Doc#: 0904845164 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/17/2009 02:20 PM Pg: 1 of 7

# ) POWER OF A. 16-93-233-033-0000 LIMITED POWER OF ATTORNEY

158

1 pages

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200803251 WASHINGTON COUNTY, STATE OF NEBRASKA

RECORDED August 12, 2008 AT 3:35 pM.

BOOK <u>528</u> PAGE(S) <u>1001-10</u>05

guen a madsen

REGISTER OF DEEDS

Recorded General Numerical **Photostat** Proofed Scanned

FILED

2008 AUG 12 PM 3: 35

KAREN A. MADSEN WASHINGTON COUNTY REGISTER OF DEEDS BLAIR, NE

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECOPING MAIL TO: ORDER # 1466741 **CHICAGO TITLE** SERVICE LINK DIVISION 4000 INDUSTRIAL BLVD ALIQUIPPA, PA 15001

Limited Power of Attorney TAX LOT 151 \$ 152, 31-17-13 WASHINGTON COUNTY, NE

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### UNOFFICIAL CO

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO: RECORDING REQUESTED BY &

AFTER RECORDING RETURN TO:

LITTON LOAN SERVICING LP 4828 Loop Central Drive

Houston, TX 77081 Attn: Alison S. Walas Prepared By: LYWN P

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Residential Funding Company, LLC (f/k/a Residential Funding Corporation) and its subsidiary, Homecomings Financial, LLC (f/k/a Homec'on ings Financial network, Inc.), both limited liability companies organized and existing under the laws of the State of Delaware and having a place of business at 1 Meridian Crossing, Suite 100, Minneapolis, MN 55423 (collectively, the "Owner") \* 482.8 LOOP pursuant to that Servicing Agreement, between Litton Loan Servicing LP (the "Servicer") Central Drive and the Owner, dated as of March 1, 2001, as amended (collectively, the "Agreement"), hereby constitutes and appoint; the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing certain acts and executing certain documents in the name of the Owner as may be customarily and reasonably necessary and appropriate to effectuate the ioliowing enumerated transactions in respect of any of the mortgages or deeds of trust (the "Nortgages" and the "deeds of Trust" respectively) and promissory notes secures thereby (the "Mortgage Notes") for which the undersigned is the Owner (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 winch the Servicer is performing 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 ther so or to correct title errors discovered after such title insurance was issued and said modification or re-recording, 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.

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- 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.
- 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 will 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 of 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 treach 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 rotices 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 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 property 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 conform to all that said Attorney-in-Fact shall

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lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of March 1, 2001 and terminate on the termination of the Servicing Agreement.

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.

The Servicer agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, darrages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

IN WITNESS WHEREOF, Residential Funding Company, LLC (f/k/a Residential Funding Corporation) and Flomecomings Financial, LLC (f/k/a HomeComings Financial Network, Inc.) as Owner pursuant to that Servicing Agreement between the Owner and the Servicer, dated as of March. 1, 2001, as amended, have caused its seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Betty Wright, its duly elected and authorized Assistant Vice President this 16<sup>th</sup> day of January 2008.

Residential Funding Company, LLC (f/k/a Residential Funding Corporation) and Homecompas Financial, LLC (f/k/a HomeCompanys Financial Network, Inc.)

Name: Betty Wright

Title: Assistant Vice President

Witnessed:

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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 or my hand and official seal

Notary Public

County Clarks Office

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#### **UNOFFICIAL COPY**

#### Exhibit "A" **Legal Description**

All that certain parcel of land situate in the County of Cook, State of Illinois, being known and designated as Lot 47 and the West 3 feet of Lot 48 in Block 5 in Britton's Subdivision of the Southwest 1/4 of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Property of Cook County Clerk's Office

Tax ID: 16-03-233-033

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