UNOFFICIAL COPY



AFFIDAVIT FOR CERTIFICATION BY

Doc#: 1132611020 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee: \$10.00

(55 ILCS 5/3-5013)	Cook County Recorder of Deeds Date: 11/22/2011 10:54 AM Pg: 1 of 8
STATE OF ILLINOIS } ss.	
I, (print name) <u>Cleo PERINO</u> being have access to the copies of the attached d	•
document(s)) / / MITED POWER	
as executed by (name(s) of party(ies)) GROON & RBS CITIZENS WA	YEA SETUICING, LLC
My relationship to the document is (ex. – Title Com	
I state under oath that the original of this documen	is lost, or not in possession of
the party needing to record the same. To the bes	t of my knowledge the original
document was not intentionally destroyed or in ar	ny manner disposed of for the
purpose of introducing a copy thereof in place of th	e original.
Affiant has personal knowledge that the foregoing s	statements are true.
accomo	10/17/2011
Signature	Date
Subscribed and swom to before me	

this 1/2 day of ____

Notary Public

1132611020 Page: 2 of 8

UNOFFICIAL C

3173832950

Fifth Third Bank

09:12:40 a.m.

10-07-2011

4/9

I hereby certify this to be a true and hereby certify this to be a true and

When Recorded Return To: Green Tree Servicing LLC Atta: Document Custody, 7326 7360 South Kyrene Rd Tempe, AZ 85223





OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL 2010-0012734 01/07/10 02:16 PM 1 OF 2

то	GREEN TREE SERVICING LLC
FROM	RBS CITIZENS, N.A. CITIZE IS BANK OF PENNSYLVANIA
DATED	12/16/09
FOR	CITIZENS DUALS
	County Clark's Office
	7,6

UNOFFICIAL COPY

09:12:48 a.m. 10-07-2011

Fifth Third Bank

LIMITED POWER OF ATTORNEY

Power of Attorney"), granted to Green Tree Servicing LLC, a Delaware limited liability company ("Green Tree Servicing"); Green Tree-AL, an Alabama limited liability company ("Green Tree Servicing"); Green Tree-AL, an Alabama limited liability company ("Green Tree Credit LLC, a New York limited liability company ("Green Tree Credit LLC, a New York limited liability company ("Green Tree Credit"); Green Tree Loan Tree Credit LLC, a New York limited liability company ("Green Tree Loan"); and Green Credit"); Green Tree Loan Tree Credit ("Green Tree Loan"); and Green Tree Consumer" and together with Green Tree Servicing, Green Tree-AL, Green Tree Credit, Green Tree Loan and together with Green Tree Tree"), by each of RBS Citizens, N.A., a national banking Green Tree Consumer by merger to Citizens Bank of Rhode Island, Citizens Bank of Massachusetts and Charles One Bank, N.A. ("RBS Citizens") and Citizens Bank of Pennsylvania, a Trust Company under the laws of the Commonwealth of Pennsylvania ("Citizens PA" and together with RBS Citizens, "RBS").

WITNESSETH:

WHEREAS, RBS Citizens, Citizens PA and Green Tree Servicing have entered into that certain Flow Subservicing Agreement, there is of May 6, 2009 (as amended, supplemented or modified from time to time in accordance with the terms, the "Servicing Agreement"), providing for, among other things, Green Tree Servicing's undertaking of the servicing obligations with respect to the Assets.

WHEREAS, effective on and following the date hard, Green Tree is appointed as RBS Chizens' agent for the limited purpose of servicing the Asards are subject to the Servicing Agreement;

WHEREAS, effective on and following the date hereof, Green Tree is appointed as Citizens PA's agent for the limited purpose of servicing the Assets that are subject to the Servicing Agreement;

NOW, THEREFORE, pursuant to the Servicing Agreement and for good rad valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of RBS Citizens and Citizens PA hereby agrees as follows:

- 1. <u>Definitions.</u> Defined terms used herein and not otherwise defined shall have the meanings set forth in the Servicing Agreement.
- 2. Limited Power of Attorney. For the purpose of effectuating the efficient servicing of the Assets, each of RBS Citizens and Citizens PA names, constitutes and appoints Green Tree as its duly authorized agent and attorney-in-fact, with full power and authority in its name, place and stead (but on behalf and for the benefit of, and at the expense of, Green Tree) to (i) execute such deads and other documents as are necessary to sell or convey real and personal property securing the Assets, including, but not limited to, signing deeds to convey real property acquired through foreclosure of an Asset; (ii) execute documents and insuruments necessary to release any and all mortgages, security instruments, liens, security interests or related documents with respect to the Assets; (iii) execute documents and instruments necessary to release all obligations under any promissory note or related documents with respect to the Assets; (iv) execute

5/5

UNOFFICIAL COPY

3173832950 Rf

Fifth Third Bank

09:13:08 a.m. 10-07-2011

5/9

documents and instruments necessary to sign subordination agreements and consent to essements related to the Assets; (v) execute such documents as are necessary to assign the Assets; (vi) endorse checks and other payment instruments that are payable to the order of such Owner and that have been received by Green Tree from Mortgagors or any insurer in respect of insurance proceeds related to any Asset; and (vii) take any other action necessary or appropriate to enable Green Tree to carry out its servicing and administrative duties under the Servicing Agreement.

- 3. Servicing Agreement. The execution and delivery of this Limited Power of Attorney by each of RBS Citizens and Citizens PA shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of RBS Citizens, Citizens PA or Green Tree Servicing in or under the Servicing Agreement (other than a discharge of the obligations of each of Tass Citizens and Citizens PA under the Servicing Agreement to execute and deliver this Limited rower of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Servicing Agreement in any respect.
- Waivers and Amendm arts. This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by RBS Citizens, Citizens PA and Green Tree Servicing. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.
- 5. Headings. The headings in this Limite. Pov er of Attorney are for convenience of reference only and shall not define, limit or otherwise effect any of the terms or provisions hereof.
- 6. Successors and Assigns. This Limited Power of Attorney shall inure to the benefit of, and be binding upon, RBS Citizens, Citizens PA and Creser Tree Servicing and their respective successors and assigns; provided, however, that Green Tree Servicing 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 RBS Citizens and Citizens PA, and any each purported assignment without such consent shall be void and of so effect.
- 7. Governing Law. 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.

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between RBS and Green Tree, this Limited Power of Attorney shall be effective as of the date hereof and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by RBS Citizens or Citizens PA. The expiration or

1132611020 Page: 5 of 8

UNOFFICIAL (

Fifth Third Bank

10-07-2011

7 /9

revocation of the period of agency hereunder shall in no way affect the validity of any actions of sald attorney-in-fact during said period.

Nothing in this Limited Power of Attorney shall be construed to prevent RBS Citizens or Citizens PA from acting on its own behalf as the owner of the Assets.

[signature page follows]

COOK COUNTY RECORDER OF DEEDS SCANNED BY County Clark's Office

UNOFFICIAL

3173832990

Fifth Third Bank

10-07-2011

8/9

IN WITNESS WHEREOF, the undersigned has executed and delivered this Limited Power of Attorney as of the date first above written.

> RBS CITIZENS, N.A., successor by merger to Citizens Bank of Rhode Island, Citizens Bank of Massachusetts and Charter One Bank, N.A.

State of County of

On 1-16, before me, Sandra De Hage Monetly appeared Mairy K. Flot 1 personally known to me (or proved to me on the briss of satisfactory evidence) to be the person whose names is subscribed to the within instrument of a acknowledged to me that he or she executed the same in his or her authorized capacity, and last by his or her signature on the instrument the extity, on behalf of which the person acted, exactly the instrument. Clort's Original

WITNESS my hand and official seal.

Notary Public in and for said

County and State

[SEAL]

1132611020 Page: 7 of 8

UNOFFICIAL

3173832950

Fifth Third Bank

10-07-2011 09:13:43 a.m.

9/9

CITIZENS BANK OF PENNSYLVANIA

Name: Title:

State of County of

S\$.

Man eAge Gorsonally appeared Morg K. FEOrille personally known to me (or program on the basis of satisfactory evidence) to be the person whose names is subscribed to the visiting instrument and acknowledged to me that he or she executed the same in his or her anthorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument. County Clerk's Office

WITNESS my hand and official scal.

Notary Public in and for sai

[SEAL]

County and State

1132611020 Page: 8 of 8

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Legal Description: LOT 13 (EXCEPT THE NORTH 38 FEET THEREOF) AND LOT 14 IN HINTZE'S ADDITION TO WESTCHESTER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF HE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 15-29-217-030-0000 VOL. 0173 and 15-29-217-030-0000 vol. 0173

Property Address: 2314 Downing Avenue, Westchester, Illinois 60154

