FIRST AMERICAN TITLE UNOFFICIAL C

1316401011 Fee: \$72,00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/13/2013 09:17 AM Pg: 1 of 5

After Recording return to: CitiMortgage, Inc. 6400 Las Colinas Blvd. Mailstop CC2.75 **Irving TX 75039 Attention: Alexis West** 

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that effective February 27, 2013, the undersigned, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, N.A., having its trust office at 525 William Penn Place, Pittsburgh, Pa 15259, and its main office at 400 South Hope Street, Suite 400, Los Angeles, CA 90071 (the "Bank"), hereby appoint CitiMortgage, Inc. to be 'he Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the servicing of the mortgage loans under the applicable Pooling and Servicing Agreements and Indentures for Mastr Alternative Loan Trust 2005-2, Mortgage Pass Through Certificates, Series 2005-2, on behalf of the Bank in its capacity as trustee thereunder:

- The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance cloes not adversely affect the lien of the Mortgage as insured.
- The subordination of the lien of a Mortgage to an easement in favor of a public utility company of a government agency or unit with powers of eninept domain; this section shall include, without limitation, the execution of partial satisfactions/ieleases, partial reconveyances or the execution or requests to trustees to accomplish same.
- 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 of real estate owned.
- The completion of loan assumption agreements and modification agreements. 4.
- The full or partial satisfaction/release of a Mortgage 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 and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- The full assignment of a Mortgage 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.
- With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or 8. the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of

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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 Mortgage, in accordance with state law and the Mortgage;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. we cancellation/rescission of notices of default and/or notices of sale;
- e. the aking of a deed in lieu of foreclosure;
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
- g. to file and prosecute claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting the Mortgage Note, Mortgage Deed of Trust; and
- 9. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.
- 10. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable pooling and servicing agreement for Mastr Alternative Loan Trust 2005-2 Mortgage Pass Through Certificates, Series 2005-2.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

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The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee, pursuant to the applicable Pooling and Servicing Agreements and/or Indentures for Mastr Alternative Loan Trust 2005-2, Mortgage Pass Through Certificates, Series 2005-2, and these present to be signed and acknowledged in its name and behalf by Michael S. Thompson its duly elected and authorized Vice President and Patricia A. Barbarino its duly elected and authorized Vice President this 27th day of February, 2013.

> The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N. 1., as successor-in-interest to JPMorgan Chase

Bank, NA.

By:

Name: Michael S. Thompson

Title: Vice President

Name: Patricia A. Barpar no

Vice President Title

Witness: ( Printed Name:

Jill M. Harrington

Witness:

Printed Name: Thomas G. Withiam

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STATE OF	Pennsylvania	8
COUNTY OF	Allegheny	8

On February 27 (2013, Michael S. Thompson and Patricia A. Barbarino personally appeared before me, known or proved to me to be the same persons who executed the foregoing instrument and to be the Vice President and Vice President respectively of The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

In witness whereof, I have hereunto signed my name an affixed my notarial seal the day and

year last written.

NOTARIAL SEAL
LYNNETTE M KOSUT
Notary Public
PITTSBURGH CITY, ALLEGHENY CNTY
My Commission Expires Oct 22, 2014

Vincetto M. Kosut

NOTARY PUBLIC My Commission expires: 10/22/2014

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# **UNOFFICIAL COPY**

UNIT 301 IN THE KENILWORTH HOUSE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT No. 2749656 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 33, TOWNSHIP 32 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Note: For informational purposes only, the land is known as:

1255 West Prospect Avenue Unit 301 MOUNT PROSPECT, IL 60056

TAX 10 # 03-33-412-037-1019