

AFTER RECORDING, PLEASE RETURN TO:

Rushmore Loan Management Services  
15480 Laguna Canyon Road, Suite 100  
Irvine CA 92618



Doc#: 1327749033 Fee: \$42.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/04/2013 02:23 PM Pg: 1 of 3

## LIMITED POWER OF ATTORNEY

USA Residential Properties LLC, by and through UBS AG, acting through its New York Branch ("UBS AG"), not in its individual capacity but solely as Manager ("Manager") under that certain Amended and Restated Limited Liability Company Operating Agreement related to USA Residential Properties LLC dated as of August 21, 2009 (and as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Agreement"), entered into by StabFund (USA) Inc., as the member (the "Member"), hereby constitutes and appoints:

### Rushmore Loan Management Services, LLC

Its true and lawful attorney-in-fact (the "Attorney-in-Fact"), acting by and through its officers and employees, with full authority and power to execute and deliver on behalf of (but, notwithstanding anything to the contrary herein, not in the name of) the Manager any and all of the following instruments with respect to residential mortgage loans serviced for the Manager by said Attorney-in-Fact (the "Mortgage Loans"), to the extent consistent with the terms and conditions of the applicable servicing agreement (the "Servicing Agreement"):

(i) all documents as are customarily and reasonably necessary and appropriate, as so determined by the Attorney-in-Fact, to the satisfaction, cancellation, or partial or full release of mortgage, deeds of trust or deeds to secure debt upon payment and discharge of all sums secured thereby; (ii) allonges, assignment of mortgages and other documents and instruments effecting or reflecting the sale and/or transfer of the mortgage loan, note and/or mortgage or deed of trust; (iii) affidavits of debt, notices of default, declarations of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to effect any sale, transfer or disposition of real property acquired through foreclosure or otherwise; and (iv) all other comparable instruments.

Notwithstanding anything contained herein to the contrary, the Attorney-in-Fact shall not, without the Manager's consent: (i) initiate any action, suit, or proceeding not directly relating to the servicing of a Mortgage Loan (including, but not limited to, actions, suits or proceedings against the Member, UBS AG, or UBS Real Estate Securities Inc. ("UBS RESI") for breaches of representations and warranties) solely under the Manager's name without indicating its representative capacity, (ii) engage counsel to represent the Manager in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including, but not limited to actions, suits or proceedings against the Member, UBS AG, or UBS RESI for breaches of representations and warranties), or (iii) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Manager to be registered to do business in any state.

This Limited Power of Attorney is effective as of the date below (the "Effective Date") and shall remain in full force and effect unless and until (a) revoked in writing by the undersigned, (b) there has occurred a termination of UBS AG as Manager under the Agreement, (c) there has occurred a termination of the Attorney-in-Fact as servicer under the Servicing Agreement or (d) there has occurred the one year anniversary of the Effective Date, whichever is earliest.

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C.R.

# UNOFFICIAL COPY

This Limited Power of Attorney is hereby subject to the terms and provisions of the Servicing Agreement, and is entered into and shall be governed by and construed in accordance with the laws of the state of New York applicable to contracts made and wholly performed within New York by persons domiciled in New York, without regard to choice of law rules.

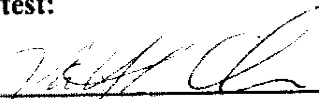
Each capitalized term used but not defined herein has the meaning given to such term in the Agreement.

Date: 1-30-12

**USA RESIDENTIAL PROPERTIES LLC**

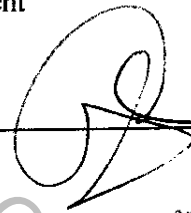
By: **UBS AG, acting though its New York Branch,**  
not in its individual capacity but solely as Manager under  
the Agreement

Attest:

  
\_\_\_\_\_

By: Matthew Chua  
Managing Director


Its: \_\_\_\_\_

  
\_\_\_\_\_

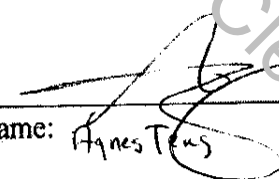
By: Arnold J. Cohn  
Executive Director

Its: \_\_\_\_\_

Unofficial Witness:

  
Name: Rob Hunter

Unofficial Witness:

  
Name: Agnes Teus

# UNOFFICIAL COPY

## UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(WITHIN NEW YORK STATE)

STATE OF NEW YORK

COUNTY OF New York

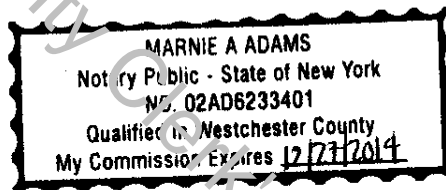
On the 3<sup>rd</sup> day of January, in the year 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared

Matthew Chiu and Arnold J. Cohn

Personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Signature and office of Individual taking acknowledgment

Marnie A



Notary's Office