

# UNOFFICIAL COPY

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PREPARED BY, AND WHEN  
RECORDED RETURN TO:

CF IL REO II LLC  
c/o AMRESKO Commercial Finance, LLC  
412 E. Parkcenter  
Boulevard, Suite 300  
Boise, Idaho 83706  
Attention: Thomas F. Gratton



Doc#: 1422619104 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/14/2014 12:28 PM Pg: 1 of 4

## SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK )

COUNTY OF NEW YORK )

WHEREAS this Special Power of Attorney is made with reference to that certain Servicing Agreement (as amended from time to time, the "Servicing Agreement"), dated May 31, 2012, by and between CF IL LLC, a Delaware limited liability company ("Owner"); and AMRESKO Commercial Finance, LLC, a Delaware limited liability company ("Servicer" or "AMRESKO").

WHEREAS the Servicing Agreement relates to various commercial loans (collectively, the "Loans") held by Owner. The Loans are secured by real properties and other collateral (the "Properties"). Pursuant to the Servicing Agreement, Servicer has been retained by Owner to service the Loans on behalf of Owner, including, without limitation, the acquisition of Properties that secure the Loans through foreclosure, deed-in-lieu of foreclosure, bankruptcy sales, or otherwise. Owner has formed CF IL REO II LLC, a Delaware limited liability company (the "Company") a wholly-owned subsidiary of Owner, for the purpose of acquisition, management, operation, and transfer of the Properties, and other activities which in Servicer's discretion, in accordance with the Servicing Standard under the Servicing Agreement, are necessary for the proper servicing of the Loans in accordance with the Servicing Agreement.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Company does hereby constitute and appoint AMRESKO, as the true and lawful attorney for Company, and in Company's name, place and stead, to do the following:

1. Execute, record and file all documents necessary to transfer Loans (and the documents evidencing and securing such Loans) to and from the Company as necessary in connection with the acquisition, management, operation and transfer of Properties which in Servicer's discretion in accordance with the Servicing Standard under the Servicing Agreement, are necessary for the proper servicing of the Loans in accordance with the Servicing Agreement.

*see attached LEGAL*

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Attorneys' Title Guaranty Fund, Inc.  
1500 North Dearborn Street  
Chicago, IL 60610  
800.762.1000

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2. Do all acts on behalf of the Company to cause the Company to the extent permitted by law, to foreclose upon, acquire, own, hold, rehabilitate, construct, operate, lease, develop, sell, assign, and otherwise transfer the Properties (and any real and personal property of any type, kind or character, all types of improvements and fixtures situated thereon), and all businesses conducted thereon of any type, kind or character which in Servicer's discretion in accordance with the Servicing Standard under the Servicing Agreement, are necessary for the proper servicing of the Loans in accordance with the Servicing Agreement. Such acts shall also include, without limitation, acts necessary and/or incident to cause the Company's acquisition of rights to payment, and other financial assets, by the Company's assumption of payment obligations owing to third parties as necessary.

3. AMRESCO may execute any and all documents and instruments necessary to cause the Company to accomplish the foregoing, including, without limitation, negotiating, executing and delivering on behalf of the Company assignment documents, purchase and sale agreements, deeds, bills of sale, assignment, assignments of contracts, leases and other agreements, escrow instructions, and all other documents necessary to effect the sale of Loans held by the Company and the acquisition, operation, management, sale and transfer of the Company's Properties, including real property, personal property and other assets. AMRESCO may also negotiate, execute and deliver on behalf of the Company subordinations of liens or encumbrances, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgages, requests to reconvey deeds of trust, partial or full, judgments, and other debts and other instruments in writing of whatever kind and nature to cause the Company's acquisition of rights to payment, all upon such terms and conditions and under such covenants as AMRESCO shall approve and in accordance with the Servicing Standard under the Servicing Agreement.

4. Perform all acts, and execute all documents, on behalf of the Company as may be necessary to pursue all remedies allowed under applicable law under the Loans (and the Loan documents) evidencing and securing the Loans held by the Company. Such acts and documents shall include, without limitation, those necessary to effect a sale, judicial foreclosure, and/or non judicial foreclosure of any and all real property, personal property, and other collateral that secures any Loan held by the Company, and to install a court-appointed receiver to take over any assets securing any Loan in accordance with the Servicing Standard under the Servicing Agreement.

5. Demand, sue for, collect and receive in the name of and on behalf of the Company, all money, debts, accounts, legacies, bequests, interests, dividends, annuities and demands as are now or shall hereafter become due, payable or belonging to the Company and to take all lawful means, for the recovery thereof and to compromise the same, and give discharges for the same all in accordance with the Servicing Standard under the Servicing Agreement.

6. Make, execute and deliver agreements, contracts, instruments, documents, notices, elections, waivers, approvals, disapprovals, consents, documents, amendments, modifications, terminations, and supplements, and to take any other actions, as AMRESCO may deem in its reasonable discretion to be necessary to effect any of the foregoing described in paragraphs 1 through 5 above all in accordance with the Servicing Standard under the Servicing Agreement.

7. All activities of AMRESCO on behalf of the Company, including, the acquisition, operation, management, and transfer of Properties and Loans is expressly subject to the

SPECIAL POWER OF ATTORNEY - 2

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provisions of the Servicing Agreement and the Limited Liability Company Agreement governing the Company.

This Special Power of Attorney is coupled with an interest, and it may at all times be relied upon by any person, firm, corporation or other entity dealing with AMRESKO named herein. This Special Power of Attorney is governed by the laws of the State of Delaware. This Special Power of Attorney shall terminate upon the earlier of (i) AMRESKO's resignation or removal as Servicer, (ii) termination/expiration of the Servicing Agreement, or (iii) December 31, 2014.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal effective as of the 14<sup>th</sup> day of January, 2014.

Signed, sealed and delivered in the presence of:

COMPANY:

CF IL REO II LLC,  
a Delaware limited liability company

By: CF IL LLC  
its Sole Member

By: \_\_\_\_\_  
Name: Constantine M. Dakolias  
Title: President

STATE OF NEW YORK )

)

) ss:

COUNTY OF NEW YORK )

)

On this 14<sup>th</sup> day of January, 2014, before me, the undersigned notary public, personally appeared Constantine M. Dakolias, to me known and known to me to be the person who executed the attached instrument in the capacity therein indicated, who acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein indicated as his own free act and deed.

Christine Lawton  
\_\_\_\_\_  
Christine Lawton, Notary Public  
My commission expires: 2/19/16

CHRISTINE LAWTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PU6182122  
Qualified in Queens County  
My Commission Expires February 19, 2016

*Certificate filed in NY County*

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## LEGAL DESCRIPTION

**Permanent Index Number:**

Property ID: 13-29-230-031

Property ID: 13-29-428-037

Property ID: 13-32-224-001

Property ID: 13-34-224-023

**Legal Description:****PARCEL 1:**

THE SOUTH 20 FEET OF LOT 3 AND THE NORTH 10 FEET OF LOT 4 IN BLOCK 2 IN ARMITAGE AND NORTH 40TH AVENUE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 9 AND 10 IN BLOCK 3 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF GRAND AVENUE (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD), IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 22 IN THE SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOT 21 (EXCEPT THE SOUTH 17 FEET THEREOF) AND EAST 6 FEET OF LOT 22 (EXCEPT SOUTH 17 FEET THEREOF) IN BLOCK 8 IN BOOTH'S SUBDIVISION OF SOUTH 35 1/3 ACRES OF WEST 1/2 OF SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address

5725-27 W. Grand Ave Chicago, IL 60639