

# UNOFFICIAL COPY

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Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/17/2016 08:38 AM Pg: 1 of 2

## LIMITED POWER OF ATTORNEY

Manufacturers and Traders Trust Company (a/k a M&T Bank) ("M&T") hereby appoints Bayview Loan Servicing, LLC ("Bayview"), as its true and lawful attorney-in-fact to act in the name, place and stead of M&T for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Default Management Agreement by and between M&T and Bayview dated as of September 30, 2011 (the "Agreement").

Now therefore, M&T does hereby constitute and appoint Bayview the true and lawful attorney-in-fact of M&T and in M&T's name, place and stead with respect to each Defaulted Loan that is in a loss mitigation or other workout status, in foreclosure and/or bankruptcy or is classified as real estate owned (REO) and serviced by Bayview pursuant to the Agreement for the following, and only the following purposes:

1. To execute, acknowledge, seal and deliver deed of trust or mortgage note endorsements, assignments of deeds of trust or mortgages and other recorded documents, satisfactions/releases/reconveyances of deed of trust or mortgage, tax and insurance authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, including deeds-in lieu of foreclosure or short sale agreements, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
2. To (i) prepare, execute and deliver, on behalf of M&T, any and all documents or instruments necessary to maintain the lien on each mortgaged property and related collateral; loan modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, repayment plans, deeds-in-lieu of foreclosure, consents to or with respect to any documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in this clause (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of M&T such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action related to a Defaulted Loan.
3. To transact business of any kind regarding the Defaulted Loans, including the collection of borrower or account information, perform an escrow analysis, obtain required approvals from mortgage insurers and investors, obtain property valuations, order property inspections, initiate and maintain property preservation activity, and obtain an interest therein and/or improvements thereon, as M&T's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
4. To execute and deliver any and all required affidavits, documents or instruments required to be prepared, executed and filed or recorded regarding a Defaulted Loan, including, but not limited to: affidavits of debt, verification or certification of debt or amounts owed, substitutions of trustee, substitutions of counsel, declaration of military status affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of M&T in connection with foreclosure, bankruptcy and eviction actions, proofs of claim, confirmations, reaffirmations.

M&T further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Bayview may lawfully perform in exercising those powers by virtue hereof.

M&T further grants to Bayview the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in M&T's name, and hereby ratifies and confirms all that the attorney-in-fact, or its substitute or

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substitutes, shall lawfully do or cause to be done by authority of this power of attorney and the rights and powers granted hereby.

Bayview shall indemnify, defend and hold harmless M&T and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Bayview (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, M&T has executed this Limited Power of Attorney on this date, April 28, 2016.

Manufacturers and Traders Trust Company

By: [Signature]

Name: David R. Ligammari

Title: Vice President

Property of Cook County Notary Public's Office

STATE OF NEW YORK )  
 ) SS  
COUNTY OF ERIE )

On April 28, 2016, before me, Dawn Ehrhardt, a notary public within Erie county, personally appeared, David R. Ligammari, of Manufacturers and Traders Trust Company (a/k/a M&T Bank) whose address is One M&T Plaza, Buffalo, NY 14202, 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 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

By: [Signature]  
Notary Public  
My commission Expires: 10/2/2018

**DAWN EHRHARDT**  
Notary Public-State of New York  
Qualified in Erie County  
COMM. EXP. 10/2/2018

Instrument Prepared by  
David R. Ligammari, Asst Vice President  
M&T Bank  
1 Fountain Plaza, 4<sup>th</sup> Floor  
Buffalo, New York 14203

**Record & Return to:**  
**Ianniello, Anderson, P.C.**  
Attn: Loss Mitigation  
805 Route 146  
Clifton Park, New York 12065