

# UNOFFICIAL COPY



Doc#: 1616219031 Fee: \$68.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/10/2016 08:44 AM Pg: 1 of 4

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with Section 2.1(g) of that certain Servicing Agreement (the "Servicing Agreement"), by and between RoundPoint Mortgage Servicing Corporation, a Florida corporation ("Servicer"), and Taylor, Bean & Whitaker Mortgage Corp. ("Owner"), dated as of October 4, 2010. Capitalized terms used but not defined herein shall have the respective meaning ascribed thereto in the Servicing Agreement.

WHEREAS, Owner has purchased, acquired or owns certain Loans or REO Properties;

WHEREAS, Servicer, pursuant to the Servicing Agreement, has agreed to service certain Loans and REO Properties for the benefit of Owner;

WHEREAS, Owner has transferred title to certain REO properties to Owner's wholly-owned subsidiary, Taylor, Bean & Whitaker REO, LLC ("TBW REO, LLC");

WHEREAS, in order for Servicer to perform its obligations under the Servicing Agreement with respect to servicing and administering the Loans and REO Properties for the benefit of Owner, Owner and Servicer agree that it is necessary for TBW REO, LLC to execute and deliver this Limited Power of Attorney;

NOW THEREFORE, BE IT RESOLVED, TBW REO, LLC hereby makes, constitutes and appoints Servicer, for TBW REO, LLC's benefit and in TBW REO, LLC's name, place, and stead, TBW REO, LLC's true and lawful attorney-in-fact to perform all acts and execute all documents as may be customary, necessary and appropriate in connection with Servicer's performance of the servicing and administrative obligations set forth in the Servicing Agreement with respect to the Loans and REO Properties, subject to the terms and conditions set forth in the Servicing Agreement, including the standard of care and Accepted Servicing Practices as set forth in the Servicing Agreement, and hereby does ratify and confirm to all that an attorney-in-fact hereunder shall lawfully do or cause to be done by authority hereof.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against TBW REO, LLC. TBW REO, LLC shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of TBW REO, LLC pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that TBW REO, LLC is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the attorney-in-fact hereunder to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of such attorney-in-fact for all purposes of this Limited Power of Attorney.

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No attorney-in-fact hereunder shall be obligated to furnish a bond or other security in connection with its actions hereunder.

TBW REO, LLC authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer as attorney-in-fact appointed hereunder to certify, deliver and/or record copies and originals of this Limited Power of Attorney.

Having previously executed a Limited Power of Attorney in favor of Servicer effective October 11, 2011, with said Limited Power of Attorney remaining outstanding and in full force and effect, TBW REO, LLC executes this additional Limited Power of Attorney for recordation purposes to be effective as of October 11, 2011. This Limited Power of Attorney shall remain in effect until the earlier to occur of the following: (i) TBW REO, LLC notifies Servicer of the termination of this Limited Power of Attorney in writing; or (ii) Servicer's right to service the Loans and REO Properties under the Servicing Agreement is terminated.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of each of the other provisions hereof shall not be affected thereby.

[Signature Page Follows]

COOK COUNTY CLERK'S OFFICE

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(Space Above Reserved for Recorder's Stamp)

## AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

Peggy PHS, being duly sworn, state that I have access to the copies of the attached document(s), for which I am listing the type(s) of document(s) below:

Limited Powers of Attorney

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

RoundPoint Mortgage Servicing Corporation

(print name(s) of executor/grantee)

Taylor, Bean & Whitaker Mortgage Corp.

(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Title Company

(print your relationship to the document(s) on the above line)

### OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Peggy PHS  
Affiant's Signature Above

5/19/16

Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

5/19/16

Date Document Subscribed & Sworn Before Me

Tamara R. Wymalowski  
Signature of Notary Public

OFFICIAL SEAL  
TAMARA R WYMALOWSKI  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/17/18

SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for any photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document.