

# UNOFFICIAL COPY

Prepared By:

Title365 Company 750 Hwy 121 BYP, Suite 100 Lewisville, TX 75067

Return To:

Fischer Family Investments LLC

1<del>590 W. Algonquin Rd</del>

Hoffman Estates, IL 60192

Doc#: 1620418053 Fee: \$50,00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/22/2016 01:34 PM Pg: 1 of 7

user ld OUS, PAFFIDAVIT BY ATTORNEY IN FACT

State of

County of

U.S. Pank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2005-4 by Nationstar Mortgage LLC as attorney in fact, being sworn on oath, savs:

Attorney-in-Fact (or agent) named in that certain Power of Attorney dated executed by U.S. Bank National Association, as Trustee, successor in interest to America National Association, as Trustee, successor by merger to LaSalle as Grantor and Principal, relating to real property in Cook County in the State of Illinois, legally described as follows:

Unit 21-12 in Parkside Or, The Green Condominiums as delineated on a survey of the following described parcel of real estate:

Part of the Parkhomes of Parkside Resulbivision, and the Arborhomes of Parkside on the Green Resubdivision, all in Section 27, Tow ... tip 42 North, Range 10, East of the Third Principal Meridian, in the Village of Palatine, Cook County, Linois which survey is attached as Exhibit "C" to the Declaration of Condominium made by PDI Development Inc. and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 93-506, 712 together with an undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and surve () 23 amended from time to time.

- 2. Affiant does not have actual knowledge and has not received actual notice of the revocation or termination of the Power of Attorney by Grantor's death, in apacity, incompetence or otherwise, or notice of any facts indicating the same.
- Affiant has examined the legal description(s), if any, attached to the Power of Attorney and certifies that to 3. the best of Affiant's actual knowledge the description(s) has (hav.) not been changed, replaced or amended since the signing of the Power of Attorney by the Principal. SOM CO

506 W Parkside Dr Paletine 11 60067

62-27-111-117-1137

CCRD REVI

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U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for entire Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for entire Association and Association as Trustee for entire Association as Trustee for entire Association and Association a

COUNTY OF IR 17 TET

I, Mia Smith, a Notary Public do hereby certify that Patricia McCutchen o Nationstar Mortgage LC as attorney in fact for U.S. , a Notary Public do BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR BY MERGER TO ASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-4 person ally ar peared before me this day and acknowledged the dire execution

Witness my hand and official seal, on the I  $\ell$ 

, 2016.

of the foregoing instrument.

My Commission Expires: 12.8.18

(SEAL)

at ution MIA SMITH Notary Public. State of Texas My Commission Expires December 08, 2018

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## —Ir<del>st</del>. # 2015.7 o

POA - US BANK 010-7297

Document drafted by and **RECORDING REQUESTED BY:** Nationstar Mortgage, LLC 4000 Horizon Way Irving, TX 75063 Xhibi

DEBORAH BARDELLA RECORDER OF DEEDS WASHINGTON, PA Pennsylvania

INSTRUMENT NUMBER 201527297 RECORDED ON Sep 24, 2015 2:52:43 PM Total Pages: 24

RECORDING FEES

\$59.00

TOTAL PAID

\$59.00

INV: 636776 USER: PM

#### SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Nationstar Mortgage, LLC ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (11) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and rocal laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. U.S. Bank National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Pror erty") and the Notes secured thereby. Please refer to Schedule A attached hereto.

- Demand, sue for, recover, collect and receive each and every sum of money, ut at account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
- Execute and/or file such documents and take such other action as is proper and necessary to 2. defend the Trustee in litigation and to resolve any litigation where the Servicer has an

## Fige. #2015 7/A Page 2 of 24

obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

- 3. Transact business of any kind regarding the Loans, as the Trustee'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 relating thereto.
- 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
- 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to gansfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
- 8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in savor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial econveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
- 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
- 10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

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11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the related servicing agreements listed on Schedule A, attached.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (11), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of the Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee under the related servicing agreements listed on Schedule A, attached.

Witness my hand and seal this 15th day of May, 2015.

NO CORPORATE SEAL

On Behalf of the Trusts, by

U.S. Bank National Association, as Trustee

Witness: Nicholas C. Xeros

Witness: Jonathan L. Shropshire

Attest: Jacqueline B. Reyes, Trust Officer

By: The Market

Patricia M. Itlak, Vice President

Edward W. Przy oycien, Jr., Asst. Vice President

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#### CORPORATE ACKNOWLEDGMENT

State of Illinois

County of Cook

On this 15<sup>th</sup> day of May, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia M. Trlak, Edward W. Przybycien, Jr. and Jacqueline B. Reyes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Assistant Vice President, and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and recknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:

Christopher J. Nuxo 1

My commission expires: 4/15/2018

OFFICIAL SEAL
CHRISTOPHER J NUXOLL
Notary Public - State of Minois
My Commission Expires Apr 15, 2018

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