Doc# 1715334044 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/02/2017 10:30 AM PG: 1 OF 5

RECORDING REQUESTED BY: Nationstar Mortgage LLC 350 Highland Drive Lewisville, TX 75067

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## LIMITED POWER OF ATTORNEY

Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities, Series 2011-1 ("Trust"), 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-WSID 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 A torpey-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 reason by necessary and appropriate for the tasks described in the items (1) through (12) 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 Servicing Agreement dated as of May 1, 2011, among Mortgage Equity Conversion Asset Trust 2011-1, as Issuer, U.S. Bank National Association, as Co-Trustee, Federal National Mortgage Association, as Guarantor and Seller, Reverse Mortgage Solutions, Inc., as REO Manager, and BAC Home Loan's Servicing, LP, as Servicer to Mortgage Equity Conversion Asset Trust 2011-1, Mortgage Backed Secur ties. Series 2011-1, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local 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. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank National Association, as Trustee for the above referenced Trust. These Loans are 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 "Property") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, 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



R

1715334044 Page: 2 of 5

## **UNOFFICIAL COPY**

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.

- 2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an 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 ("Borrowers") and/or the Property ("Property") associated with each of the Loans, including but not limited to the execution of estoppel cortificates, financing statements, continuation statements, releases, satisfactions, assignments, loan nodification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, lien releases and other documents necessary to effectuate the short sale of a property secured by a Mortgage or Deed of Trust, a deed in lieu of foreclosure or related documents to facilitate the acceptance of a deed in lieu of foreclosure, 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 transfer 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 favor 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 re-conveyances 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").

1715334044 Page: 3 of 5

## **UNOFFICIAL COPY**

- 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.
- 11. Execute and deliver Limited Powers of Attorney in order to further delegate the authority grant d under this Limited Power of Attorney for the purpose of effectuating Servicer's duties and responsibilities under the related trust agreements.
- 12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodiar', "Custodian/Trustee" or other similar designation.

Trustee also grants Servicer the full power and authority to correct minor ambiguities and errors in documents necessary to effect items (1) through (12) above.

In addition to the indemnification provisions set to the in the applicable servicing agreement for the Trust, Servicer hereby agrees to indemnify and bold 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 this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee.

Witness my hand and seal this 6th day of June, 2016.

NO CORPORATE SEAL

Witness: Angela Lee

Witness: Kristine Pardee

Attest: Jennifer A Jones, Trust Officer

Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities, Series 2011-1 by U.S. Bank National Association, as Trustee

> By: <u>Ulusture</u> W <u>Ulusture</u> Christina M. Richie, Vice President

> Trisha L. Abel, Asst. Vice President

Document drafted by U.S. Bank National Association, as Trustee

1715334044 Page: 4 of 5

# **UNOFFICIAL COPY**

### CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 6<sup>th</sup> day of June, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christina M. Richie, Trisha L. Abel, Jennifer A. Jones 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 acknowledged to me that such national banking association executed the within instrument pursuant to us by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:

Kristy K. Le

My commission expires: 1/3 H/2/19

KRISTY K. LE

NOTARY PUBLIC - MINNESOTA

My Commission Expires Jan. 31, 2019

1715334044 Page: 5 of 5

# **UNOFFICIAL COPY**

Loan No.: 848242

Investor No.: 6000203388

### **EXHIBIT "A"**

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

#### PARCEL 1:

THAT PAPT OF LOT 5 IN HIGHLAND BROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORT IWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE IFIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING A 1° HE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 48 DEGREES 34 MINUTES 11 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, 14.51 FEET; THENCE SOUTH 41 DEGREES 25 MINUTES 49 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.82 FECT TO THE POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 34 MINUTES 11 SECONDS WEST 1.33 FEET; THENCE SOUTH 41 DEGREES 25 MINUTES 49 SECONDS EAST 85.50 FEET; THENCE NORT: 14.7 DEGREES 34 MINUTES 11 SECONDS EAST 41.33 FEET; THENCE NORTH 41 DEGREES 25 MINUTES 49 SECONDS WEST 85.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIGHLAND BROOK TOWNHOUSES RECORDED MAY 19, 1997 AS DOCUMENT 97-351142, AS AMENDED.

TAX ID NO: 27-23-118-017-0000

BEING THE SAME PROPERTY CONVEYED BY TRUSTEE'S DEED GRANTOR: OLD KENT BANK AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE OF TRUST NO. 3913 GRANTEE: SEYMOUR ROSENSTEIN AND EUNICE ROSENSTEIN, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY DATED: 08/19/1999 RECORDED: 09/02/1999 DOC#/BOOK-PAGE: 99836688

NOTE - SEYMOUR DIED 8/10/2015, VESTING TITLE IN EUNICE BY OPERATION OF LAW

ADDRESS: 8721 CRYSTAL CREEK DRIVE, ORLAND PARK, IL 60462