

UNOFFICIAL COPY



Doc# 1808629024 Fee \$48.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/27/2018 10:53 AM PG: 1 OF 6

(Space above reserved for Recorder of Deeds certification)

Document Title: Power of Attorney

Prepared By: Yamali Martinez
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
561-682-8000

Return Address

PREMIUM TITLE SERVICES, INC.

1000 ABERNATHY RD.
BLDG 400, SUITE 200
ATLANTA, GA 30328
(770) 933-6691

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

BW

UNOFFICIAL COPY

CFN 20170294201

OR BK 29289 PG 1354
 RECORDED 08/14/2017 14:13:17
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1354 - 1358; (5pgs)

After Recording return to:
 Ocwen Loan Servicing, LLC
 5720 Premier Park Drive
 West Palm Beach, Florida 33407

3994

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association, as Trustee, having an office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Ocwen Loan Servicing, LLC, successor in interest to Ocwen Federal Bank FSB, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with and as permitted by those certain applicable Pooling and Servicing Agreements or Trust Agreements listed on Exhibit A attached hereto, on behalf of the Bank:

1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured.
2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned, or bills of sale, and other instruments of sale.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

UNOFFICIAL COPY

- a. the substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and

9. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable Pooling and Servicing Agreement listed on Exhibit A attached hereto.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

UNOFFICIAL COPY

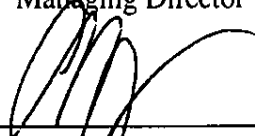
IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York, as Trustee, pursuant to the applicable Pooling and Servicing Agreements or Trust Agreements listed on Exhibit A attached hereto, and these present to be signed and acknowledged in its name and behalf by Gerard F. Facendola its duly elected and authorized Managing Director and Andrew M. Cooper its duly elected and authorized Vice President this 20th day of July, 2017.

The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association, as Trustee

By: 

Name: Gerard F. Facendola

Title: Managing Director


By: 

Name: Andrew M. Cooper

Title: Vice President

Witness: 

Printed Name: Nicholas Grieco

Witness: 

Printed Name: Edward Cofie

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 20th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Gerard F. Facendola and Andrew M. Cooper, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Subscribed and sworn before me this 20th day of July, 2017



NOTARY PUBLIC
My Commission expires

MARIA DEL C. AFFA
Notary Public, State of New York
No. 01A16278271
Qualified in Queens County
Commission Expires March 25, 2021



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2002-CB3

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2002-CB6

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2003-CB2

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2003-CB6

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2003-RP1

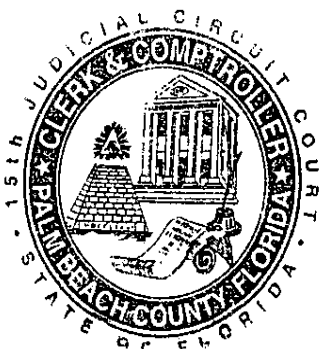
C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-CB2

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-CB5

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-RP1

PPT Asset-Backed Certificates, Series 2004-1

C-BASS Mortgage Loan Asset-Backed Certificates, Series 2003-CB4



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Jan 09, 2018.
Sharon R. Book, Clerk and Comptroller, Palm Beach County, Florida
BY *Catrina Walker* Deputy Clerk