

# UNOFFICIAL COPY

Doc#: 1822919045 Fee: \$64.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/17/2018 09:23 AM Pg: 1 of 9

Order # 64605630- 4651704

Borrower: Gerald Vernon

## Power of Attorney I

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*Return to:*

*Gerald Vernon  
9811 S Harvard Ave  
Chicago, IL 60628*

Property of Cook County Clerk's Office

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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

SN Servicing Corporation  
Attn: Carolyn van Aalst  
323 Fifth Street  
Eureka, CA 95501

(Wilmington Savings Fund Society, F.S.B. a Christiana Trust not individually but solely  
as Trustee and Legal Title Trustee of the PNPMS Trust I, PNPMS Trust II, PNPMS Trust III  
and PNPMS Trust IV to SN Servicing Corporation)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE**

**LIMITED POWER OF ATTORNEY**

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## LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (collectively, the "Trusts") hereby constitute and appoint SN Servicing Corporation, having an office 323 Fifth Street, Eureka, CA 95501 ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any authorized representatives 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 (10) below; provided however, that the documents described below may only be executed and delivered by such Attorney-In-Fact if such documents are required or permitted under the terms of the related trust agreements and no power is granted hereunder to take any action that would be adverse to the interests of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service mortgage loans (the "Loans") and REO properties ("REO Properties") titled in the name of the Trusts or the Trustee on behalf of the Trusts. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") and the Mortgage Notes secured thereby.

This appointment shall apply to the following enumerated transactions and nothing herein or in the related servicing agreements shall be construed to the contrary:

1. The execution of loan modification documents or re-recording of Security Instruments, where said modification or re-recording is solely for the purpose of correcting the Security Instruments, to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Security Instruments as insured and (ii) otherwise conforms to the provisions of the related servicing agreements.
2. The execution of subordination agreements of the lien of Security Instruments 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 re-conveyances 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.
4. The full satisfaction/release of Security Instruments or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation the release of the related e note.
5. The full assignment of Security Instruments 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.

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6. With respect to Security Instruments, the foreclosure, the taking of a deed in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws), or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Security Instrument, in accordance with state law and the Security Instrument;
  - 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. attend the foreclosure auction, execute and enter any foreclosure sale documents;
  - e. the cancellation/rescission of notices of default and/or notices of sale;
  - f. the taking of deed in lieu of foreclosure; and
  - g. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Security Instruments or state law to expeditiously complete said transactions in paragraphs 6.a through 6.f above.
  
7. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
  
8. Endorse escrow checks received in conjunction with a loss to property. The modification or amendment of escrow agreements established for repairs or restoration of the mortgaged property or reserves for replacement of personal property.
  
9. All documents and instruments necessary in the appearance and prosecution of suits for possession and unlawful detainer, and eviction actions seeking, without limitation, possession of any real property acquired through foreclosure and any and all related damages.
  
10. Upon receiving expressed written consent from the Trustee, Servicer shall execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in any suit or litigation and resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

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The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do.

This appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee or the Trust under the related servicing agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of the Trustee or the Trust, except as specifically provided for herein or in the related servicing agreements. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Trustee or a Trust then the Servicer shall promptly forward a copy of same to the Trustee.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the related trust agreements or to allow the Servicer to take any action with respect the Security Instruments or Mortgage Notes not authorized by the related servicing agreements.

The Servicer hereby agrees to indemnify and hold the Trustee, both in its individual capacity and in its representative capacity as 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 (including legal fees and expenses and fees and expenses incurred in connection with enforcement of indemnification rights hereunder) incurred by reason or result of or in connection with the misuse by Servicer of this Limited Power of Attorney. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related trust agreements or the earlier resignation or termination of Servicer under the related trust agreements.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

It is expressly understood and agreed by the Attorney-In-Fact and any person relying on this Limited Power of Attorney that (a) the Trust Agreement and this Limited Power of Attorney is executed and delivered by Wilmington Savings Fund Society, FSB, not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements made in the Trust Agreement or in this Limited Power of Attorney on the part of the Servicer or Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Savings Fund Society, FSB but is made and intended for the purpose of binding only the Servicer, (c) nothing in the Trust Agreement or herein contained shall be construed as creating any liability on Wilmington Savings Fund Society, FSB, individually or personally, to perform

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any covenant either expressed or implied contained in the Trust Agreement or herein of the Trustee or the Servicer, all such liability, if any, being expressly waived by the Attorney-In-Fact and any person relying on this power of attorney and by any person claiming by, through or under the Attorney-In-Fact or such person, (d) Wilmington Savings Fund Society, FSB has made no investigation as to the accuracy or completeness of any representations and warranties made in the Trust Agreement or herein and (e) under no circumstances shall Wilmington Savings Fund Society, FSB be personally liable for the payment of any indebtedness or expenses of the Trustee or Servicer or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee or Servicer under the Trust Agreement, this Limited Power of Attorney or any other related documents.

Notwithstanding anything herein to the contrary, this Limited Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorney-In-Fact to (i) expand, increase, modify, or otherwise impose any duties, liabilities or obligations of or on the Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except for the Purchase Loan Collateral) of the Trustee, as trustee or in its individual capacity, for any reason whatsoever.

*Signature Page to Follow*

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Witness my hand and seal this 23rd day of February, 2018.

PNPMS Trust I

PNPMS Trust II

PNPMS Trust III

PNPMS Trust IV

By: Wilmington Savings Fund Society,  
FSB, d/b/a Christiana Trust not individually  
but solely as Trustee and Legal Title Trustee

[Signature]

Witness: Christopher Johnson

By: [Signature]

Jason B. Hill

Its: Assistant Vice President

[Signature]

Witness: Jessica Onley

State of Delaware

County of New Castle

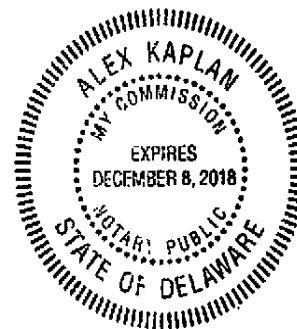
On this 23rd day of February, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason B. Hill, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Assistant Vice President, respectively of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, and acknowledged to me that Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust executed the within instrument as Trustee pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: [Signature]  
Alex Kaplan

My commission expires: December 8, 2018

(SEAL)



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## Schedule A

### **Trust Entity Naming Convention**

1. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust Trustee for PNPMS Trust I
2. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust Trustee for PNPMS Trust II
3. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust Trustee for PNPMS Trust III
4. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust Trustee for PNPMS Trust IV

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## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 25-09-225-004-0000

Land situated in the County of Cook in the State of IL

LOT 37 IN BLOCK 19 IN FREDERICK H. BARTLETT'S UNIVERSITY HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2418602, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9811 S Harvard Ave, Chicago, IL 60628-1206

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES