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Doc# 1825644019 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/13/2018 11:04 AN PG: 1 OF S

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Prepared by

AFTER RECORDING MAIL TO.

BOSTON NATIONAL TITLE AGENCY LC

400 ROUSER RD BLDG 2 STE 602

CORAOPOLIS PA 15108

HMITED POWER OF ATTORNEY

DOCUMENT TITLE





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## Record and Return To UNOFFICIAL COPY Wells Fargo Bank, N.A.

8480 Stagecoach Circle Attn: MAC X3800-027 Frederick, MD 21701

#### 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 successor in interest to JP Morgan Chase Bank, National Association., having an office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints Wells Fargo Bank, N.A. 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 or in the following in connection with RBSGC Mortgage Loan Trust Mortgage Pass-Through Ceruf cates, Series 2005-RP1, on behalf of the Bank:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust 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 or Deed of Trust as insured.
- 2. The subordination of the lies of a Mortgage or Deed of Trust 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 Deed of frust 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 or Deed of Trust 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 or Deed of Trust 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 or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination,

cancellation or reseission of termination, cancellation or reseission of any such foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a or Deed of Trust, in accordance with state law and the or Deed of Trust;
  - 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 Deed of Trust 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 Trust Agreement dated as of February 1, 2005.

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 venture 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.

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### **UNOFFICIAL CC**

IN WITNESS WHEREOF, 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, pursuant to that Trust Agreement dated as of February 1, 2005, 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 7<sup>th</sup> day of November 2017.

The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, N.A., as Trustee for RBSGC Mortgage Open State of By: Loan Trust Mortgage Pass-Through Certificates, Series 2005-RP1.

Name: Gerard F. Facendola Title: Managing Director

Name: Andrew M. Cooper Vide/President Title:

· Witness:

Printe Name: Pei Huang

Witness:

Printed Name: Nicholas Grieco

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#### **ACKNOWLEDGEMENT**

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 7<sup>th</sup> day of November 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 (2.e) 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 7th day of November, 2017

My Commission expires

MARIA DEL C. AITA Notary Public, State of New York No. 01AI6278271 Qualified in Queens County Commission Expires March 25, 2021

### **UNOFFICIAL COPY**

#### EXHIBIT A

LOT 9151 IN INDIAN HILL SUBDIVISION, UNIT NO. 9, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH RANGE 15, EAST OF THE THIRD. PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON SEPTEMBLR 15, 1970, AS DOCUMENT NO. 2521661, AND SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF REGISTERED ON OCTOBER 9, 1970, AS DOCUMENT NO. 2525473.

COMMONLY KNOWN AS: 2946 325th Place, Sauk Village, IL 60411 t County Clart's Office

33-31-112-001-0000