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Doc# 1826734044 Fee \$46.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2018 11:48 AM PG: 1 OF 5

Limited Priver of Attorney

November 9, 2012

Grantor(s):

Name: Bank of America, N.A.

Grantee(s):

Name: Nationstar Mortgage, LLC as a/i/f

S Y S A SC Y INTO



\*INSTRUMENT#: 2013139774, BK: 21802 PG: 1237 PGS: 1237 - 1239 04/10/2013 at 03:48:09.AM, DEPUTY CLERK: SSANDERS Pat Arank, Clerk of the Circuit Court Hillsborough County

### LIMITED POWER OF ATTORNEY

### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("Seller"), a national banking association, by these presents does hereby make, constitute and appoint Nationstar Mortgage LLC ("Servicer"), a Delaware limited liability company, Seller's true and lawful agent and attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Seller's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Mortgage Servicing Rights Purchase and Sale Agreement dated as of September 21, 2012, between Seller and Servicer, under the terms of which Seller sold to Servicer the servicing rights to certain mortgage loans (such loans, the "Loans"). Each of the Loans compacts a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" sna'l mean and be limited to the following acts, in each case only with respect to one or another of the loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

- 1. Execute or file assignments of mo tgages, or of any beneficial interest in a Mortgage;
- 2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the tien of a Mortgage;
- 3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Selier or a prior transferor, including, but not limited to note indorsements;
- 4. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to a third party. in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
- 5. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
- 6. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

provided, however, that nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. All note indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all others documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [insert document title] is made without recourse to or against [insert name of entity in

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LIMITED POWER OF ATTORNEY TO NATIONSTAR MORTGAGE LLC

<sup>&</sup>lt;sup>1</sup> This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP.

### JNOFFICIAL CC

whose name the Action is taken] or Bank of America, N.A., and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, N.A."

With respect to the Actions, Seller gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorneyin-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Seller or be construed to create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the nume of or on behalf of Seller, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Seller, except as provided herein. This Limited Power of Attorney is entered into a sa shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state. ar of p.

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## **UNOFFICIAL COPY**



IN WITNESS WHEREOF, the Seller has executed this Limited Power of Attorney this 9h day of November 2012

BANK OF	AMERICA,	NAT	IONAL
ASSOCIA	TION		

Title:

ige Pre

Witness:

Name: Title:

Noel Zeuner

Senior Vice President

Witness:

Name:

Robert Bartield

Senior Vice President Title:

STATE OF TEXAS

State of Sult COUNTY OF COLLIN

Laura D. Micher Molary Public STATE OF TEXAS My Comm. Exp. 69-02-13

Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me on this November, 2012, by

Notary Public

Lee Wardlow

Name of Signer

proved to me on the basis of sansfactory evidence to be the person who appeared before me.

> STATE OF FLORIDA COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL

DAY OF

PAT FRANK CLERK OF CIRCUIT CO

**IMPRINTED SEAL** 

LIMITED POWER OF ATTORNEY TO NATIONSTAR MORTGAGE LLC

De Labore.

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1826734044 Page: 5 of 5

### UNOFFICIAL COPY

Loan No.: 845499

Investor No.: 6000142769

#### EXHIBIT "A"

SITUATED IN THE VILLAGE OF NORTHBROOK, COUNTY OF COOK AND STATE OF ILLINOIS:

### PARCEL 1

UNIT NUMBET. 408 IN MISSION HILLS CONDOMINIUM M-4, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS 'PARCEL'): PARTS OF LOTS 1 10 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD, OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERS FIP RECORDED AS DOCUMENT NUMBER 24164278, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT. AS SET FORT IN SAID DECLARATION.

### PARCEL 2:

THE EXCLUSIVE RIGHTS TO USE PARKING SPACE NUMBER G-43, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 24164278.

### PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION AND RECORDED AS DOCUMENT NUMBER 22431171 AND AS SHOWN ON THE PLAT OF SUBDIVISION.

TAX ID NO: 04-18-200-026-1044

BEING THE SAME PROPERTY CONVEYED BY DEED GRANTOR: SHIRLEY SOMERMAN, A WIDOW NOT SINCE REMARRIED GRANTEE: SHIRLEY SOMERMAN, AS TRUSTEE OF THE SHIRLEY SOMERMAN! LIVING TRUST DATED AUGUST 24, 2010 OFFICE DATED: 08/24/2010

RECORDED: 08/31/2010

DOC#/BOOK-PAGE: 1024356028

ADDRESS: 1831 E MSN HLS RD #408, NORTHBROOK, IL 60062