2019-02348-95UNOFFICIAL COPY

RE1905248

Mail to: Premier Title 1000 Jorie Blvd, Ste 136 Oak Brook, IL 60523



Doc# 1917649198 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/25/2019 03:40 PM PG: 1 OF 4

POWER OF ATTORNEY

Property Address:

1275 E Baldwin Ln, Unit #612, Palatine, IL 60074

PIN:

02-12-200-092-1075

Legal Description:

PARCEL 1:

UNIT 612 IN SAN TROPAI CONDOMINIUM, BUILDING NUMBER 2 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE SOUTH 780 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NOWTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, 757.1/ FET., (THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 BEING ASSUMED AS RUNNING DUE EAST AND WEST FOR THIS LEGAL DESCRIPTION), THENCE NORTH, 134 FEET TO A POINT FOR A POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH, 77 FEET, THENCE WEST 88 FEET, THENCE SOUTH 13.4 FEET, THE NCE WEST 217.17 FEET, THENCE NORTH 77 FEET, THENCE EAST 123 FEET, THENCE NORTH 71.40 FEET, THENCE I AS I 59.17 FEET, THENCE SOUTH 58 FEET, THENCE EAST 123 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, FOR THE BENEFIT OF PARCEL 1, AS DEFINED AND SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND EASEMENTS FOP SAN TROPAI PLANNED RESIDENTIAL DEVELOPMENT, MADE BY CHICAGO TITLE AND TRUST COMPANY, TRUST NUMBER 1067400, DATED MARCH 31, 1976, AND RECORDED APRIL 12, 1976, AS DOCUMENT 23448134, AND CREATED BY DEED FROM MIDWEST BANK AND TRUST COMPANY, CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 19, 1978 AND KNOWN AS TRUST NUMBER 78-09-2714 TO PRANK M. DEBENEDICTIS RECORDED SEPTEMBER 3, 1980 AS DOCUMENT 25568971 IN COOK COUNTY, ILLINOIS.

1917649198 Page: 2 of 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

After Nec ording Return To: Reverse Mongage Funding LLC 1455 Broad Street, 2nd Floor Bloomfield, N. 107903

LIMITED POWER OF ATTORNEY

Wilmington Savings Fund Society, FSB, not individually but solely as trustee of the New York common law trust known as RMF Buyout Acquisition Trust 2018-1 (the "Acquisition Trustee") having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, hereby appoints Reverse Mortgage Funding LLC, a Delaware limited liability company ("RMF" or the Servicer"), having an office at 1455 Broad Street, 2nd Floor, Bloomfield, NJ 07003 and any of its affiliates, and the officers, employees and agents of each, as its true and lawful attorney-infact for the purposes set forth below. This Limited Power of Attorney is given for the purpose of performing all acts and executing all documents in the name of the 10 st. Agreement of RMF Buyout Acquisition Trust 2018-1, dated as of November 13, 2018, by and among RMF Asset Tunding LLC, U.S. Bank National Association, as Claims Payment Agent, and the Acquisition Trustee, and applicable law, including but not limited to:

- 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 payade) belonging to or claimed by the Acquisition 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, according 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 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 bank units action, state or federal suit or any other action.
- Execute and/or file such documents and take such other action as is proper and necessary to defend the
 Acquisition Trustee in litigation and to resolve any litigation where the Servicer has an chlige on to defend
 the Acquisition Trustee, including but not limited to dismissal, termination, cancellation, rescission and
 settlement.
- Transact business of any kind regarding the Loans, as the Acquisition 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 and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances,



1917649198 Page: 3 of 4

UNOFFICIAL CF (2) 1 01 89 37 BOOK 31367 PAGE 3778

assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, 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 Acquisition Trustee.

- Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 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. 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 reconveyances reasonably required for such purpose, and the execution or requests to the Acquisition Trustee to accomplish the same.
- 8. Convry 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").
- 9. Execute and reliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: 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 an and all documents necessary to effect the transfer of REO Property.

It is expressly understood and agreed by &M.? and any person relying on this Power of Attorney that (a) this Power of Attorney is executed and delivered by Wil nington Savings Fund Society, FSB, not individually or personally, but solely as Acquisition Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements made in this Power of Attorney on the part of the Acquisition Trustee is made and intended not as personal representation. Undertakings and agreements by Wilmington Savings Fund Society, FSB but is made and intended for the purpose of Linding only the Acquisition Trust, (c) nothing herein contained shall be construed as creating any liability on wilmington Savings Fund Society, FSB, individually or personally, to perform any covenant either expressed or imputed contained herein of the Acquisition Trustee or RMF, all such liability, if any, being expressly waived by RMF and any person relying on this power of attorney and by any person claiming by, through or under the Servicer or such propose, (d) Wilmington Savings Fund Society, FSB has made no investigation as to the accuracy or completeness of any representations and warranties made 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 Acquisition Trust or RMF or or liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by RMF or the Acquisition Trust under this Power of Attorney.

Notwithstanding anything herein to the contrary, this Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to RMF to (i) expand, increase, incur, or otherwise imp se any duties, liabilities or obligations of or on the Acquisition Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except for the Mortgage Assets) of the Acquisition Trustee, as trustee or in its individual capacity, for any reason whatsoever.

RMF hereby agrees to indemnify, defend and hold the Acquisition Trustee (individually and in its 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 incurred by reason or result of the misuse of this Limited Power of Attorney by RMF. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related agreements.

[Remainder of page intentionally left blank.]



1917649198 Page: 4 of 4

UNOFFICIAL CFU: 201 101 89 37 BOOK 31367 PAGE 3779

IN WITNESS WHEREOF, the Acquisition Trustee, has executed this Limited Power of Attorney this 20th day of November, 2018.

Witness: Name: KAREN HULFMA

WILMINGTON SAVINGS FUND SOCIETY, FSB,

not in its individual capacity, but solely as Acquisition

Trustee

Witness

Name: ANTHONY JEFFERY

Ву: ___

Name: MARY EMILY PAGANO

Title: TRUST OFFICER

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On this 20th day of November, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared MARY EMILY PAGANO, a TRUST OFFICER of WILMINGTON SAVINGS FUND SOCIETY, FSB, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument for entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Ame: JESSICA MARIE ONLEY

Notary Public

My commission expires DECEMBER 21, 2018

MARIE ONLY EXPIRES OF DECEMBER 21, 2018

[RBIT 2018-1 - Acquisition Trustee Power of Attorney]

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and
correct copy of the original on file in this
office March 26 AD 20 19

HARVEY RUVIN, CLERK, of Circuit and County Courts

Deputy Clark _

aurey Luren

