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Doc#. 2001408209 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 01/14/2020 11:28 AM Pg: 1 of 5

RETURN TO:
VANTAGE POINT TITLE
DEFAULT SERVICES
25400 US 19 NORTH, SUITE 135
CLEARWATER, FL 33763

PREPARED BY:
Michael S. Thompson
The Bank of New York Mellon
Trust Company, N.A.
500 Ross St., 12th Floor
Pittsburgh, PA 15262

Parcel ID: 16-09-209-034-0000

LIMITED POWER OF ATTORNEY

The Bank of New York Mellon Trust Company, N.A.
As FHA Qualified Trustee
500 Ross Street, 12th Floor, Pittsburgh, PA 15262

To

Loan Care, LLC
3637 Sentara Way, Virginia Beach, VA 23452

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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as **FHA Qualified Trustee for ResCap Liquidating Trust**, having its trust office at **500 Ross St, 12th Floor, Pittsburgh, PA 15262**, (the "Bank"), hereby appoints **Loan Care, LLC**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with **RESCAP LIQUIDATING TRUST** 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 lien 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.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust 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.

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8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, the acceptance of a short sale or third party bid at 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:

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation, execution 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;
- f. the execution of settlement agreements, consent orders or other consented-to court documents;
- g. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.f., above; and
- h. to file and prosecute claims, provide proofs of claim and other bankruptcy documents, and to appear on behalf of the FHA Qualified Trustee, in bankruptcy cases affecting the Mortgage Note, Mortgage or Deed of Trust

9. To execute and deliver estate related documents (i.e. petition applications, affidavits) for the purpose of seeking the appointment of a fiduciary for the estate of the deceased borrower(s).

10. To execute quit claim deeds with respect to any REO property from the FHA Qualified Trustee to ResCap Securities Holding Co., a wholly-owned subsidiary of the ResCap Liquidating Trust.

11. To endorse insurance policies or insurance proceeds checks and mortgage payment checks to the order of the ResCap Liquidating Trust.

12. 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 FHA Qualified Trustee all checks, drafts and/or negotiable instruments made payable to the FHA Qualified Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

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.

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 no longer being retained on behalf of the Bank or an affiliate of the Bank; or (iii) the resignation or termination of the Bank as FHA Qualified Trustee for the ResCap Liquidating Trust.

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

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This Agreement 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.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. as FHA Qualified Trustee, pursuant to that Amended and Restated Liquidating Trust Agreement, dated as of December 17, 2013, as amended by the First Amendment to ResCap Liquidating Trust, dated as of May 1, 2014 among ResCap Liquidating Trust, Wilmington Trust, National Association, The Bank of New York Mellon Trust Company, N.A. and the liquidating trustees and these present to be signed and acknowledged in its name and behalf by Michael S. Thompson and Brendan McCarthy its duly elected and authorized Vice President and Vice President respectively this 17th day of May 2019.

The Bank of New York Mellon Trust Company, N.A. as FHA Qualified Trustee

By: [Signature]
Name: Michael S. Thompson
Title: Vice President

By: [Signature]
Name: Brendan McCarthy
Title: Vice President

Witness: [Signature]
Printed Name: Mary A. May

Witness: [Signature]
Printed Name: Shelley Jakell

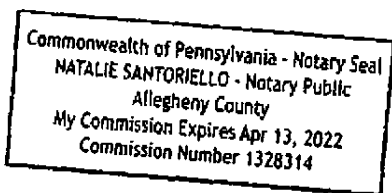
ACKNOWLEDGEMENT

STATE OF Pennsylvania §
§
COUNTY OF Allegheny §

On the 17th day of May in the year 2019 before me, the undersigned, personally appeared Michael S. Thompson and Brendan McCarthy, personally known to be 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 signature(s) on the instrument, the individual(s) acted, executed the instrument.

Subscribed and sworn before me this 17th day of May, 2019.

[Signature]
NOTARY PUBLIC Natalie Santoriello
My Commission expires: 4/13/2022



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Exhibit "A"

The following described real estate situated in the County of Cook, in the State of Illinois, to have and to hold forever:

Lot 3 (Except the North 24 Feet) all of Lot 4 and 5 (Except the South 21 Feet) in Hurdwards Subdivision of the South 6 Acres of North 22 Acres of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 614 North Le Claire Avenue, Chicago, IL 60644

Parcel ID: 16-09-209-034-0000

Property of Cook County Clerk's Office