Doc#. 2008703003 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 03/27/2020 12:34 PM Pg: 1 of 7

Prepared by

After recording return to

Nationstar Mortgage LLC 4000 Horizon Way Irving, TX 75063 Kira Allen (214) 687-4059

The above space is for recorders use only

COOT COULT LIMITED POWER OF ATTORNEY TC.
CONTROLLER
OFFICE

GRANTOR: Citibank, N.A.

388 Greenwich Street, 14th Floor

New York, NY 10013

GRANTEE: Nationstar Mortgage LLC 4000 Horizon Way Irving, TX 75063

#### FORM OF LIMITED POWER OF ATTORNEY

Recording Requested By and When Recorded Mail To:

Nationstar Mortgage LLC d/b/a Mr. Cooper ATTN: POAs 4000 Horizon Way Irving, TX 75056

KNOW ALL MEN BY THESE PRESENTS, that New Residential Mortgage Loan Trust 2018-1 (the "Issuer"), a Delaware statutory trust organized and existing under the laws of the State of Delaware, and having its principal place of business at 388 Greenwich Street, 14th Floor, New York, NY 10013, parsuant to that Servicing Agreement, dated as of January 26, 2018 (the "Agreement") by and among Nationstar Mortgage LLC as servicer ("Nationstar"), New Residential Mortgage Lean Trust 2018-1 (the "Issuer") and Nationstar Mortgage LLC as master servicer (in such capacity, the "Master Servicer"), hereby constitutes and appoints Nationstar, by and through Nationstar officers, the issuer's true and lawful Attorney-in-Fact, in the Issuer's name, place and stead and for the Issuer's benefit, in connection with all mortgage loans (the "Loans") serviced by Nationstar pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Issuer necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Issuer for various securityholders (whether the undersigned is named therein as mortgages or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage) and for which Nationstar is acting as Servicer.

This appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary.

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
- 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/release, partial reconveyances or the execution or requests to trustees to accomplish same.

- 3. The conveyance of the properties to the mortgage insured, 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.
- 5. The full 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.
- 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 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 withstate law and the Deed of Trust;
  - b) The preparation and issuance of statements of breach or non-performance;
  - c) The preparation and filing of notices of aefault 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, Deed of Trust or state law to expeditiously complete said transaction in paragraphs 8.a. through 8.e. above.
- 9. 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.
- 10. The modification or amendment of escrow agreements established for repairs to themortgaged property or reserves for replacement of personal property.

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, and thereby does ratify and confirm to all that said Attorney-inFact shall be effective as of 4/22/2019.

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.

Northing contained herein shall (i) limit in any manner any indemnification provided by Nationstar to the Issuer under the Agreements, or (ii) be construed to grant Nationstar the power to initiate or defend any suit, litigation or proceeding in the name of the Issuer except as specifically provided for herein. If Nation star receives any notice of suit, litigation of proceeding in the name of the Issuer then Nationstar shall promptly forward a copy of same to the Issuer.

This limited power of attorney is not intended to extend the powers granted to Nationstar under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

Nationstar hereby agrees to indemnify and hold the Issuer and its owner trustee, 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 or in connection with the exercise by Nationstar of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Issuer under the Agreement.

This limited power of attorney and any subsequent limited power of attorney given to Nationstar shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or are continuing, the Issuer shall execute and deliver a replacement power of attorney upon the request of Nations of

- i. the termination of Nationstar as the Servicer with respect to the Loans serviced by Nationstar under the Agreement,
- ii. the transfer of servicing from Nationstar to another servicer with respect to the Loans serviced by Nationstar under the Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of Nationstar, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by Nationstar or any of its creditors.

Notwithstanding the foregoing, the power and the authority given to Nationstar under this Limited Power of Attorney shall be revoked with respect to the Agreement and the Loans subject thereto upon the occurrence of:

i. the suspension or termination of Nationstar as Servicer; or ii.

the transfer of servicing from Nationstar to another servicer.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties vithout 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 Power of Attorney that (a) the Agreement and this Power of Attorney is executed and delivered by Citibank, N.A., not individually or personally, but solely as Owner 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 Agreement or in this Power of Attorney on the part of the Issuer or Owner Trustee is made and intended not as personal representations, undertakings and agreements by Citibank, N.A. but is made and intended for the purcose of binding only the Issuer, (c) nothing in the Agreement or herein contained shall be construed as creating any liability on Citibank, N.A., individually or personally, to perform any covenant either expressed or implied contained in the Agreement or herein of the Owner Trustee or the Issuer, all such liability, if any, being expressly waived by the Attorney-in-Fact and any person relying on this pewer of attorney and by any person claiming by, through or under the Attorney-in-Fact or such person, (d) Citibank, N.A. has made no investigation as to the accuracy or completeness of any representations and warranties made in the Agreement or herein and (e) under no circumstances shall Citibank, N.A. be personally liable for the payment of any indebtedness or expenses of the Owner Trustee or I sue or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee or Issuer under the Agreement, this Power of Attorney or any other related documents.

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 the Attorney-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Owner Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Owner Trustee, as trustee or in its individual capacity, for any reason whatsoever.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed in its name and behalf by a duly elected and authorized signatory this 7 Zday of April 3019

NEW RESIDENTIAL MORTGAGE LOAN TRUST 2018-By: Citibank, N.A., not in its individual capacity but solely as Owner Trustee Name: Valerie Delgado Title: Senior Trust Officer Witness: Printed Name: Anthony Pausa Witness: Printed Name: Brian Lord STATE OF COUNTY OF \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_ of Citibank, N.A., the Owner Trustee of New Residential Mortgage Loan Trust 2018-1, personally known to me to the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument. WITNESS by hand and official seal. (SEAL) Notary Public, State of

Acknowledged and Agreed

By:\_\_\_\_/
Name:

Monica J. Philip

Title:

Assistant Secretary

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# **UNOFFICIAL COPY**

### **ACKNOWLEDGMENT**

A notary public or other officer completing this

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On 21 April 2019 before me, Sonam Phal (Insert name and title of the officer)
personally appeared who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  SONAM A. SHAH COMM. #2265573 Notary Public · California Orange County
Signature (Seal) (Seal)