

# UNOFFICIAL COPY

STATE OF IOWA, COUNTY OF BLACKHAWK, SS:  
I, Sandie L. Smith, Recorder of said County, hereby  
certify that this is a true copy of the official document  
as recorded in the Recorder's Office in Book and  
Page or Document No. 2020-00003548

Sandie L. Smith, County Recorder

2-20-2020

(DATE)

*Sandie L. Smith*

(Recorder)

Doc#: 2030119177 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds 1:14:13 AM

Date: 10/27/2020 02:44 PM Pg: 1 of 7

SANDIE L. SMITH RECORDER

File **2020-00003548**

**AFTER RECORDING RETURN TO:**

PHH MORTGAGE CORPORATION  
5720 PREMIER PARK DR  
WEST PALM BEACH, FL 33409  
Attn: Public Attorney Department

4636

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, Indenture trustee, as the case may be, (the "Indenture Trustee") for Trusts set forth on Exhibit A (the "Trust(s)") hereto, pursuant to the governing agreements (the "Agreements"), by and between, among other, the Indenture Trustee and NewRez LLC, f/k/a New Penn financial, LLC, d/b/a Shellpoint Mortgage Servicing having a place of business at 75 Beattie Place, Suite 300 Greenville, SC 29601 (the "Servicer"), and PHH Mortgage Corporation (the "Sub-Servicer") having a place of business at 1661 Worthington Rd, Ste 100, West Palm Beach, FL 33409, hereby constitutes and appoints the Sub-Servicer, by and through the Sub-Servicer's officers, the Indenture Trustee's true and lawful Attorney-in-Fact, in the Indenture Trustee's name, place and stead and for the Indenture Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Indenture Trustee 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 Indenture Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which PHH Mortgage Corporation ("PMC"), is acting as the Sub-Servicer.

75c

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements 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 Agreements.
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 Indenture trustees to accomplish same.

3798

(37)

# UNOFFICIAL COPY

Page 2 of 7

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.
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. The full enforcement of and preservation of the Indenture Trustee's interests in the Mortgage Notes, Mortgages or Deeds of Trust, and in the proceeds thereof, by way of, including but not limited to, foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, including, without limitation, any and all of the following acts:
  - a. the substitution of Indenture 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 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 deed in lieu of foreclosure;
  - f. the filing, prosecution and defense of claims, and to appear on behalf of the Indenture Trustee, in bankruptcy cases affecting Mortgage Notes, Mortgages or Deeds of Trust;
  - g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;

# UNOFFICIAL COPY

Page 3 of 7

- h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Indenture Trustee in quiet title actions; and
  - i. 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.h. 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 the mortgaged 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 hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of July 16th, 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.

Solely to the extent that the Sub-Servicer has the power to delegate its rights or obligations under the Agreements, the Sub-Servicer also has the power to delegate the authority given to it by Deutsche Bank National Trust Company, as Indenture Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional powers of attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Sub-Servicer's attorneys-in-fact shall have no greater authority than that held by the Sub-Servicer.

Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Indenture Trustee under the Agreements, (ii) limit in any manner the rights and protections afforded the Indenture Trustee under the Agreements, or (iii) be construed to grant the Sub-Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Sub-Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Sub-Servicer shall promptly forward a copy of same to the Indenture Trustee.

# UNOFFICIAL COPY

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

The Sub-Servicer hereby agrees to indemnify and hold the Indenture 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 or in connection with the exercise by the Sub-Servicer, or its attorneys-in-fact, of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Indenture Trustee under the Agreements.

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 without 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.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Indenture Trustee for the Trusts listed on Exhibit A has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 16th day of July.

Deutsche Bank National Trust Company as Indenture Trustee  
under the Agreements listed on Exhibit A

By: *Cynthia Valverde*  
Name: Cynthia Valverde  
Title: Assistant Vice President

Witness:

*Elizabeth Mueller*  
Name: Elizabeth Mueller

Witness:

*Zachary Yeager*  
Name: Zachary Yeager

Prepared by:

*Faizah Khan*  
Name: Faizah Khan  
Trust Administrator



# UNOFFICIAL COPY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

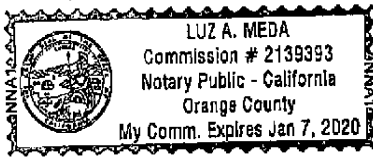
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual 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 Orange )

On July 16, 2019 before me, Luz A. Meda, Notary Public

personally appeared Cynthia Valverde  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: LPOA  
Document Date: 7/16/2019 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Cynthia Valverde Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): AVP  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

# UNOFFICIAL COPY

## Exhibit A

Deutsche Bank National Trust Company, as Indenture Trustee for Aegis Asset Backed Securities Trust 2006-1, Mortgage Backed Notes
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-1
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-2
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-3
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-SD1
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2006-1
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2006-3
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2007-1
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2007-2
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2007-A
Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2007-SD1
Deutsche Bank National Trust Company, as Indenture Trustee for GreenPoint Mortgage Funding Trust 2006-OH1, Mortgage Pass-Through Certificates, Series 2006-OH1
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE FOR THE REGISTERED HOLDERS OF IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2005-1
Deutsche Bank National Trust Company, as Indenture Trustee of the Aames Mortgage Investment Trust 2004-1
Deutsche Bank National Trust Company, as Indenture Trustee of the Aames Mortgage Investment Trust 2005-1
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2002-9F
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2003-2F
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2003-9F
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2004-4
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2004-5

# UNOFFICIAL COPY

Page 7 of 7

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2004-7
---

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2005-4
---

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2005-8
---

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE INDENTURE RELATING TO IMH ASSETS CORP., COLLATERALIZED ASSET-BACKED BONDS, SERIES 2007-A
---

Property of Cook County Clerk's Office