

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 11/22/2021 09:30 AM Pg: 1 of 8

**Prepared by:**

**25 Capital Partners, LLC**  
**Scott Shultz**  
3540 Toringdon Way, Suite 200  
Charlotte, NC 28277

**Recording Requested By**

**& After Recording Return to:**

**25 Capital Partners, LLC**  
**Scott Shultz**  
3540 Toringdon Way, Suite 200  
Charlotte, NC 28277

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Effective: August 13, 2021

**Limited Power of Attorney**

**Grantor: Carisbrook Asset Holdings Trust**  
**Kingsmead Asset Holding Trust**  
**Windsor Park Asset Holding Trust**  
**Boland Park Asset Holding Trust**  
3540 Toringdon Way, Suite 200  
Charlotte, NC 28277

**Grantee: Kondaur Capital, LLC**  
333 South Anita Drive, Suite 400  
Orange, CA 92868

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## RECORDING REQUESTED BY:

25 Capital Partners, LLC  
 3540 Toringdon Way  
 Suite 200  
 Charlotte, NC 28277

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Carisbrook Asset Holding Trust ("Carisbrook"), Kingsmead Asset Holding Trust ("Kingsmead"), Windsor Park Asset Holding Trust ("Windsor Park") and Boland Park Asset Holding Trust ("Boland Park"; each of Carisbrook, Kingsmead, Windsor Park and Boland Park may be referred to herein as a "Seller"), each having its office at c/o 25 Capital Partners, LLC, 3540 Toringdon Way, Suite 200, Charlotte, NC 28277, each hereby appoints Kondaur Capital, LLC with its office located at 333 South Anita Drive, Suite 400, Orange, CA 92868, to be such Seller's true and lawful Attorney-in-Fact (the "Attorney-in-Fact") to act in the name, and on behalf, of such Seller with power to do only the following in connection with the applicable Mortgage Loans listed on Schedule A hereto (the "Mortgage Loans") on behalf of the applicable Seller:

1. To effect the transfer of the Mortgage Loans to Kondaur Capital, LLC (the "Purchaser");
2. To execute any other documents related to the transfer of the Mortgage Loans to the Purchaser; 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-in-Fact, to endorse on behalf of the related Seller all checks, drafts and/ or negotiable instruments made payable to such Seller, in respect of the documents, and executing such other documents as may be considered by the Attorney-in-Fact necessary for such purposes; and
3. Without limiting the provisions set forth above, this appointment shall apply to the following enumerated transactions, solely with respect to the Mortgage Loans:
  - (a) The modification or re-recording of a mortgage, where said modification or re-recording is for the purpose of correcting the mortgage to conform to the original intent of the parties 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 as insured.
  - (b) The execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
  - (c) With respect to a mortgage, 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:
    - i. The substitution of trustee(s) serving under a deed of trust;
    - ii. Statements of breach or non-performance;
    - iii. Notices of default;
    - iv. Cancellations/rescissions of notices of default and/or notices of sale;
    - v. The taking of a deed in lieu of foreclosure; and

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- vi. Such other documents and actions as may be necessary under the terms of the mortgage or state law to expeditiously complete said transactions.
- (d) 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 or on real estate owned.
  - (e) The completion of loan assumption agreements where loans are to be assumed by persons other than the applicable Seller.
  - (f) The full satisfaction/release of a mortgage or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related mortgage note.
  - (g) The assignment of any mortgage and the endorsement of any mortgage note.
  - (h) The full assignment of a mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the endorsement of the related mortgage note.
  - (i) The endorsement or negotiation of checks, money orders, drafts, cashiers check and similar media of payment for deposit in the appropriate custodial account.
  - (j) The commencement, continuation, participation, completion or any other similar action involving (a) a planned, (b) an on-going or pending or (c) completed foreclosure action in the name of the applicable Seller.
  - (k) The acceptance, completion, endorsement or transferring of any deed to relating to any asset.
  - (l) Any other reasonable activity related to the ownership of the assets.

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

Attorney-in-Fact shall not be obligated to furnish bond or other security in connection with its actions hereunder.

Each Seller agrees to indemnify, defend, and hold harmless Attorney-in-Fact against all Losses (as defined below) incurred or sustained by Attorney-in-Fact as a result of or relating to any third-party claim asserted against Attorney-in-Fact based upon any action taken by Attorney-in-Fact pursuant hereto with respect to such Seller's Mortgage Loans; provided however, such Seller shall not be obligated to so indemnify, defend, or hold harmless Attorney-in-Fact for any Losses to the extent of any amount (i) for which Attorney-in-Fact is obligated to indemnify and hold harmless such Seller pursuant to this LPOA, or (ii) that are determined by a court of competent jurisdiction to have been proximately caused by (A) a breach of this LPOA, or the gross negligence, bad faith, fraud, intentional misconduct or violation of applicable law by Attorney-in-Fact or any representative thereof or (B) impermissible or unauthorized exercise or use of any authority or power granted herein.

Attorney-in-Fact agrees to indemnify, defend, and hold harmless each Seller against all claims, costs, damages, fees (including without limitation attorneys' fees), fines, forfeitures, judgments, liabilities, losses, and other obligations (collectively "Losses") actually incurred or sustained by such Seller as a result of or relating to Attorney-in-Fact's (or its representative's) (i) breach of this LPOA, or gross negligence, bad faith, fraud, intentional misconduct or violation of applicable law or (ii) impermissible or unauthorized exercise or use of any authority or power granted herein.

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This Limited Power of Attorney 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-in-Fact, which the Attorney-in-Fact could properly have taken pursuant to this Limited Power of Attorney, be, and hereby are, ratified and affirmed.

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IN WITNESS WHEREOF, each Seller, and these present to be signed and acknowledged in its name and behalf by Scott Shultz, the duly elected and authorized Managing Director of 25 Capital Partners, LLC, the Administrator of each Seller, this 13<sup>th</sup> day of August, 2021.

CARISBROOK ASSET HOLDING TRUST,  
as Seller

By: 25 Capital Partners, LLC  
Its: Administrator

By: *Scott Shultz*  
Name: Scott Shultz  
Title: Managing Director

WINDSOR PARK ASSET HOLDING TRUST,  
as Seller

By: 25 Capital Partners, LLC  
Its: Administrator

By: *Scott Shultz*  
Name: Scott Shultz  
Title: Managing Director

BOLAND PARK ASSET HOLDING TRUST,  
as Seller

By: 25 Capital Partners, LLC  
Its: Administrator

By: *Scott Shultz*  
Name: Scott Shultz  
Title: Managing Director

KINGSMEAD ASSET HOLDING TRUST,  
as Seller

By: 25 Capital Partners, LLC  
Its: Administrator

By: *Scott Shultz*  
Name: Scott Shultz  
Title: Managing Director

Witness:

*Luna Nguyen*

Printed Name: LUNA NGUYEN

Witness:

*Rebecca V. Grant*

Printed Name: Rebecca V. Grant

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## ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA §

COUNTY OF MECKLENBURG §

On the 12<sup>th</sup> day of August in the year 2021 before me, the undersigned, personally appeared Scott Shultz, Managing Director of 25 Capital Partners, LLC, the Administrator of Seller personally known to me 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), or the person upon behalf of which the individual(s) acted, executed the instrument.

Subscribed and sworn before me this 13<sup>th</sup> day of August, 2021

Amelia S. Kennedy  
NOTARY PUBLIC  
MECKLENBURG COUNTY, N.C.  
My Commission Expires 3/24/2024

*Amelia S. Kennedy*

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## SCHEDULE A

Loan Number	Property City	Property State	Property ZIP	Origination Balance
1000301521	PALESTINE	TX	75801	15,344
1000309151	MORRISTON	FL	32668	22,000
1000330975	ELLENWOOD	GA	30294	240,000
1000366722	WYANDANCH	NY	11798	250,400
1000374643	CARO	MI	48723	42,655
1000381770	FORT GRATIOT	MI	48059	138,000
1000782613	BURBANK	IL	60459	147,184
1001000055	BROOKLYN	NY	11225	433,450
1001000130	JAMAICA	NY	11436	324,000
1001000155	BRENTWOOD	NY	11717	334,200
1001010667	LEVITTOWN	NY	11756	262,600
1001010709	BRONX	NY	10459	231,410
1001010964	ROSE	NY	14542	59,150
1001011053	BRONX	NY	10472	510,050
1001011079	PERTH AMBOY	NJ	08861	190,215
1001011269	BELLEROSE	NY	11426	358,363
1001011772	LOCKPORT	NY	14094	139,388
1001017373	JAMAICA	NY	11433	129,222
1001020146	BROOKLYN	NY	11203	412,090
1001023173	CHARLOTTE	NC	28269	255,836
1001024023	NEW PHILADELPHIA	OH	44663	133,941
1001024031	HILLSIDE	NJ	07205	294,350
1001024908	STAFFORD SPRINGS	CT	06076	183,658
1001036761	JAMAICA	NY	11432	446,800
1001037587	BRONX	NY	10459	240,248
1001037611	WINDSOR MILL	MD	21244	272,133
1001081262	MCHENRY	IL	60050	193,865
1001081551	CHICAGO	IL	60619	154,957
1001082526	WAUCONDA	IL	60084	172,296
1001084084	WINTHROP HARBOR	IL	60096	139,076
1001084092	ELGIN	IL	60120	138,141
1001084936	CHICAGO	IL	60628	100,309
1001101235	SICKLERVILLE	NJ	08081	140,829
1001369816	WOODLYNNE	NJ	08107	94,496
1001383486	WANAQUE	NJ	07465	324,311
1001393501	CAMDEN	NJ	08105	77,388
1001762911	PATERSON	NJ	07524	484,148
1001763000	PHILADELPHIA	PA	19154	165,690
1001778297	VINELAND	NJ	08360	214,133
1001786266	ARVERNE	NY	11692	463,601
1001786910	BROOKLYN	NY	11207	557,640
1001796174	WEST BABYLON	NY	11704	188,950

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1001796349	SPRINGFIELD GARDENS	NY	11413	367,430
1001797057	MIDDLETOWN	NY	10940	293,371
1001797164	GRANITE CITY	IL	62040	189,325
1001797321	VALLEY STREAM	NY	11580	348,646
1001797677	BRONX	NY	10467	468,930
1001869229	CORONA	NY	11368	650,000
1001869427	NORWOOD	MA	02062	236,000
1001869435	READING	PA	19602	68,000
1001869690	KERHONKSON	NY	12446	277,000
1001913712	OPA LOCKA	FL	33054	324,901
1002063795	MINOOKA	IL	60447	214,063
1002064051	FOLSOM	PA	19033	302,243
1002064242	SAN ANTONIO	TX	78222	116,780
1002064325	CRESTWOOD	IL	60418	226,610
1002064614	MIAMI GARDENS	FL	33169	215,148
1002065520	SOUTH HOLLAND	IL	60473	107,211
1002065785	CHICAGO	IL	60628	160,481
1002066445	GLENWOOD	IL	60425	175,488
1002067435	LANSING	IL	60438	204,624
1002068482	MINOOKA	IL	60447	253,324
1002072153	OAK LAWN	IL	60453	233,673
1002072286	GURNEE	IL	60031	348,624
1002075057	RICHTON PARK	IL	60471	270,921
1002075578	CHICAGO	IL	60617	83,652
1002075966	COUNTRY CLUB HILLS	IL	60478	192,850
1002077053	MATTESON	IL	60443	217,076
1002077210	HANOVER PARK	IL	60133	299,795
1002078119	HOLLYWOOD	FL	33027	395,220
1002482436	TOMS RIVER	NJ	08753	368,030
1002482501	TOMS RIVER	NJ	08753	45,530
1002556411	PEMBROKE PINES	FL	33026	403,750
1002659173	BRONX	NY	10468	655,000
1002659348	OCONOMOWOC	WI	53066	173,000
1002659819	MCADOO	PA	18237	90,000
1002660429	GLEN COVE	NY	11542	347,605
1002660445	FREEPORT	NY	11520	303,750
1002660627	LANSING	MI	48910	96,000
1002664405	ROEBLING	NJ	08554	157,000
1002664595	TAMARAC	FL	33321	166,250
1002664975	RIVERHEAD	NY	11901	382,500
1002665519	SAN BERNARDINO	CA	92407	475,992
1002665899	HOWARD BEACH	NY	11414	637,500
2004851974	KANSAS CITY	MO	64110	65,450
2007345735	DAYTON	OH	45406	48,995