Doc#. 2208006242 Fee: \$88.00

Karen A. Yarbrough Cook County Clerk

Date: 03/21/2022 09:48 AM Pg: 1 of 5

To: County Clark's Office Prepared by and: When Recorded Return To: Bryce Braegger Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119 801-293-2644

Grantor:

Wilmington Savings Fund Society, FSB

Grantee:

Select Portfolio Servicing, Inc.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Select Portfolio Servicing, Inc. 3217 S. Decker Lake Drive Salt Lake City, UT 84119 Attn: Legal Dept.

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Wilmington Savings Fund Society, FSB, as Owner Trustee of CSMC 2017-RPL2 Trust (in such capacity, the "Owner Trustee"), pursuant to the Securitization Servicing Agreement, dated as of July 31, 2017 (the "Agreement"), among Select Parfolio Servicing, Inc. ("SPS"), as servicer, CSMC 2017-RPL2 Trust, as Issuer (the "Issuer"), Well: Fargo Bank, N.A., as paying agent, and Wilmington Savings Fund Society, FSB, d/b/a Cmrstiana Trust, as indenture trustee (the "Indenture Trustee"), hereby constitutes and appoints SPS, by and through SPS's officers, the Owner Trustee's true and lawful Attorney-in-Fact, in the Owner Trustee's name, place and stead and for the Owner Trustee's benefit, in connection win all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Owner Trustee as may be customarily and reasonably 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 the Owner Trustee (whether the undersigned is named therein as mortgagee or beneficiar or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording 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 rerecording, 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 Javor of a public utility company of a United States governmental 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.
- 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 with state law and the Decd 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 a deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance 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(e), above.

The execution and delivery of this Limited Power of Attorney by Owner Trustee shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Owner Trustee or SPS in or under the Agreement (other than a discharge of the obligations of the Owner Trustee under the Agreement to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Owner Trustee and SPS. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Owner Trustee and SPS and their respective successors and assigns; <u>provided</u>, <u>however</u>, that SPS shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Owner Trustee, and any such purported assignment without such consent shall be void and of no effect.

This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

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, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of November 14, 2018.

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 undersigne i.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the Owner Trustee under the Agreement of (ii) be construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust in its individual capacity. If SPS receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust in its individual capacity, then SPS shall promptly forward a copy of same to such party.

This Limited Power of Attorney is not intended to extend the powers granted to SPS under Agreement or to allow SPS to take any action with respect to security instruments or promissory notes (or other evidence of indebtedness) not authorized by the Indenture or the Agreement.

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UNOFFICIAL COPY

IN WITNESS WHEREOF, Wilmington Savings Fund Society, FSB, as Owner Trustee of CSMC 2017-RPL2 Trust has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 14th day of November, 2018.

> Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of CSMC 2017-RPL2 Trust

By:

Name: MARY EMILY PAGANO

Title: TRUST OFFICER

Witness:

Printed Name: CHRISTOPHER JOHNSON

Printed Name: KAREN HUFFMAN

STATE OF <u>DELAWARE</u>

COUNTY OF NEW CASTLE

204 Collusia On November 14, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY EMILY PAGANO of WILMINGTON SAVINGS FUND SOCIETY, FSB as the Owner Trustee, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

ary Public JESSICA MARIE ONLEY

Commission Expires: DECEMBER 21, 2018

[NOTARIAL SEAL]