

UNOFFICIAL COPY

Doc#: 2215441101 Fee: \$88.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/03/2022 11:41 AM Pg: 1 of 4

Space above reserved for recording purposes

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Harvest Commercial Capital, LLC, a Delaware limited liability company ("**Harvest**") has entered into a Table Funding Agreement dated as of September 9, 2021 (the "**Table Funding Agreement**"), with Velocity Commercial Capital, LLC, a California limited liability company ("**Velocity**"), wherein certain mortgage loans will be originated by Harvest and underwritten by and immediately assigned to Velocity (the "**Mortgage Loans**");

WHEREAS, in connection with Velocity's purchase of the Mortgage Loans and subject to the terms of the Table Funding Agreement, Harvest is required to assign the Mortgage Loans (collectively, "**Loan Assignments**") and to deliver to Velocity certain documents, instruments and agreements evidencing, securing, underwriting or otherwise relating to, the Mortgage Loans or the property secured thereby (collectively, the "**Loan Documents**");

WHEREAS, Velocity has requested that Harvest grant this Limited Power of Attorney to Velocity to enable Velocity to execute and deliver, on behalf of Harvest, all documents, instruments and agreements, and take all other actions, as required under the Table Funding Agreement (a) to effect the Loan Assignments (collectively, the "**Loan Assignment Documents**"), and (b) to allow Velocity to obtain any and all Loan Documents from Mortgage Loan borrowers, guarantors and other third parties (collectively, "**Document Requests**").

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

Harvest does hereby make, constitute and appoint Velocity, by and through Velocity's officers, Harvest's true and lawful Attorney-in-Fact, in Harvest's name, place and stead and for

UNOFFICIAL COPY

Harvest's benefit, in connection with all Mortgage Loans, for the purpose of executing all Loan Assignment Documents and Document Requests in the name of Harvest, and performing all acts that may be customarily and reasonably necessary and appropriate to effect the purposes of the Loan Assignment Documents and the Document Requests.

The enumeration of particular powers hereinabove is not intended in any way to limit the grant to Velocity as Harvest's attorney-in-fact of full power and authority with respect to the subject matter covered hereby, as fully, to all intents and purposes, as Harvest might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; and Harvest agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination of this Limited Power of Attorney under the provisions below. Any and all third parties dealing with Velocity as Harvest's attorney-in-fact may rely completely, unconditionally and conclusively on Velocity's authority and need not make inquiry about whether Velocity has continued power and authority to act as attorney-in-fact pursuant to this Limited Power of Attorney. Any borrower, guarantor, title company, recorder's office or other third party may rely upon a written statement by Velocity that any particular Mortgage Loan, Loan Assignment or Loan Document is subject to and included within the coverage of this Limited Power of Attorney.

Any act or thing lawfully done by Velocity, and otherwise authorized under this Limited Power of Attorney, shall be binding on Harvest and Harvest's successors and assigns.

This Limited Power of Attorney shall continue in full force and effect until the suspension or termination of this Limited Power of Attorney by Harvest; provided, however, that in such case, this Limited Power of Attorney shall be deemed to continue for a period of thirty (30) days to the extent necessary to allow Velocity to effect the purposes of this Limited Power of Attorney as to any Loan Assignments or Loan Documents relating to Mortgage Loans previously purchased by Velocity.

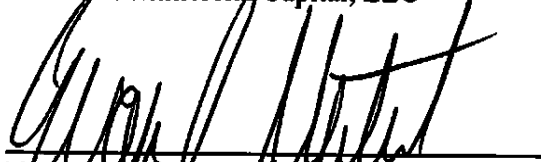
This Limited Power of Attorney may be recorded by Velocity to provide evidence of record of the terms and provisions hereof, and the rights of Velocity hereunder.

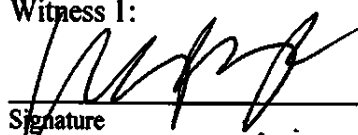

[No Further Text on this Page]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Harvest has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Evan Mitnick, its duly elected Chief Financial Officer, and authorized this 15th day of October 2021.

Harvest Commercial Capital, LLC


Name: Evan Mitnick
Title: Chief Financial Officer

<p>Witness 1:</p> <p></p> <p>Signature</p> <p>Nancy Porpora, Senior vice president</p> <p>Printed Name and Title</p>
<p>Witness 2:</p> <p></p> <p>Signature</p> <p>Arely Garcia, Senior Vice President</p> <p>Printed Name and Title</p>

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 _____

County of _____

On 15th before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) 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 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: _____
My Comm. Expires: _____

UNOFFICIAL COPY

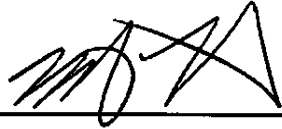
ACKNOWLEDGMENT

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.

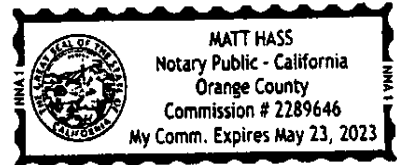
State of California
County of Orange

On October 18, 2024 before me, **Matt Hass, Notary Public** personally appeared **Evan Mirnic** 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.

Signature _____



(Seal)



Orange County Clerk's Office