

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 08/23/2022 08:10 AM Pg: 1 of 5

## Limited Power of Attorney

Prepared by and  
When Recorded Return To:  
Bryce Braegger  
Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Dr.  
Salt Lake City, UT 84119

Grantor:  
OSAT BPL REO Trust

Grantee:  
Select Portfolio Servicing, Inc.

P.I.N.:  
14-06-121-011-1023

PARCEL 1: UNIT NUMBER 1-G, BUILDING NUMBER CT-1, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN THE NORWOOD COURTS CONDOMINIUM, AS DELINEATED AND DEFINED ON THE SURVEY ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25211651, IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DOCUMENTS 15929248 AND 15957209 AND AS SET FORTH IN THE CONDOMINIUM DECLARATION RECORDED AS DOCUMENT 25211651.

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## FORM OF LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Select Portfolio Servicing, Inc.  
Attention: Corporate Legal  
3217 South Decker Lake Dr.  
Salt Lake City Utah 84119

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that OSAT BPL REO Trust, pursuant to the Flow Servicing Agreement, dated as of June 20, 2019 (the "**Agreement**"), among OSAT BPL REO Trust, the owner, Wilmington Trust, National Association, as Trustee, ("Trustee"), hereby constitutes and appoints Select Portfolio Servicing, Inc. ("**SPS**"), as servicer, by and through SPS's officers, for OSAT BPL REO Trust (in such capacity, the "Trust") true and lawful Attorney-in-Fact, in Trustee's name, place and stead and for the Trust's benefit, in connection with 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 Trust 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 Trustee (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 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 favor 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.

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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 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 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 Trustee shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Trustee or SPS in or under the Agreement (other than a discharge of the obligations of the 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 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.

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This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Trustee and SPS and their respective successors and assigns; provided, however, 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 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 June 20, 2019.

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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the Trust or Trustee under the Agreement, or (ii) be construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Trust, National Association, not in its individual capacity. If SPS receives any notice of suit, litigation or proceeding in the name of Wilmington Trust, National Association in its individual capacity, then SPS shall promptly forward a copy of same to such party.

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 SPS to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on Wilmington Trust, National Association, as Trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except for the Trust Estate) of Wilmington Trust, National Association, as Trustee or in its individual capacity, for any reason whatsoever.

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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IN WITNESS WHEREOF, OSAT BPL REO Trust, 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 23<sup>rd</sup> day of September, 2019.

## NO CORPORATE SEAL

OSAT BPL REO Trust  
By: Wilmington Trust, National Association, not in its individual capacity but solely as trustee

By: [Signature]  
Name: Lester E. Hendrix  
Title: Vice President

[Signature]  
Witness:  
Printed Name: Katie Longwell

[Signature]  
Witness:  
Printed Name: Cynthia Major

State of Delaware )  
County of New Castle )  
United States ) ss.:  
)

On the 23<sup>rd</sup> day of September in the year 2019 before me, the undersigned, personally appeared Lester E. Hendrix, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public  
My Commission Expires:

