

# UNOFFICIAL COPY



\*2304534020\*

Doc# 2304534020 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/14/2023 11:21 AM PG: 1 OF 8

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO:  
SERVICELINK  
1400 CHERRINGTON PKWY  
MOON TWP., PA 15108  
(800) 439-5451  
R: 220271729

PREPARED BY:  
TAMARA SULEA  
RUSHMORE LOAN MANAGEMENT SERVICES, LLC  
15480 LAGUNA CANYON ROAD  
IRVINE, CA 92618

LIMITED POWER OF ATTORNEY

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Instrument # 1736329  
Bonneville County, Idaho Falls, Idaho  
11/16/2022 02:17:51 PM No. of Pages: 5  
Recorded for: FIRST AMERICAN MORTGAGE SOLUTIONS  
Penny Manning Fee: \$25.00  
Ex-Officio Recorder Deputy Rupchurch  
Index to: POWER OF ATTORNEY

Document drafted by and  
RECORDING REQUESTED BY:  
Rushmore Loan Management Services LLC  
15480 Laguna Canyon Road, Suite 100  
Irvine, CA 92618  
Attn: Tamara Sulea

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## LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Rushmore Loan Management Services LLC ("Servicer"), with offices located at 15480 Laguna Canyon Road, Suite 100, Irvine, CA 92618 ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to Schedule A attached hereto.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

AUDITOR AND CLERK OF DISTRICT COURT  
STATE OF IDAHO )  
County of Bonneville ) SS  
I hereby certify that this instrument is a full,  
true and correct copy of the original thereof,  
filed in my office.  
Dated 11-17, 20 22  
PENNY MANNING  
Clerk of the District Court and  
Ex-Officio Recorder  
Deputy

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2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of

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the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

- 11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
- 12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Delaware Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

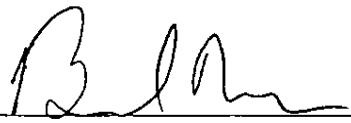
Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above.

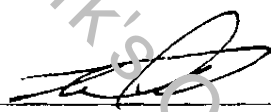
In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.

Witness my hand and seal this day of January 5<sup>th</sup>, 2022

**NO CORPORATE SEAL**

U.S. Bank National Association, as  
Trustee, for the Trust

  
Witness: Brad Weber

By:   
Michael G. Patiuk, Vice-President

  
Witness: Eneida Murillo

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## CORPORATE ACKNOWLEDGMENT

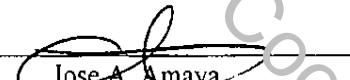
State of Minnesota

County of Ramsey

On this 5<sup>th</sup> day of January, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael G. Patiuk, Brad Weber, and Eneida Murillo, 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(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), executed the instrument voluntarily for its stated purpose and that such individual(s) made such appearance before the undersigned in Ramsey, State of Minnesota.

WITNESS my hand and official seal.

Signature:

  
Jose A. Amaya

My commission expires: 01/31/2026



Property of Cook County Clerk's Office

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## Schedule A

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 BKM-TT

RMTP Trust, Series 2021 BKM-TT

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 BKM-TT-V

RMTP Trust, Series 2021 BKM-TT-V

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Pass-Through Trust, Series 2021 BKM-GOV-V

RMTP Pass-Through Trust, Series 2021 BKM-GOV-V

U.S. Bank National Association, not in its individual capacity but solely as legal title trustee for RMTP Trust, Series 2021 Cottage-TT-V

RMTP Trust, Series 2021 Cottage-TT-V

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Pass-Through Trust, Series 2021 Cottage-GOV-V

RMTP Pass-Through Trust, Series 2021 Cottage-GOV-V

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Pass-Through Trust, Series 2021 Cottage-GOV-V (REO)

RMTP Pass-Through Trust, Series 2021 Cottage-GOV-V (REO)

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Pass-Through Trust, Series 2021 Cottage-GOV-VAS (REO)

RMTP Pass-Through Trust, Series 2021 Cottage-GOV-VAS (REO)

U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Pass-Through Trust, Series 2021 Cottage-GOV-VAS

RMTP Pass-Through Trust, Series 2021 Cottage-GOV-VAS

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1327

## RECORD 2<sup>ND</sup>

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1327

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## EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO HAVE AND TO HOLD FOREVER:

LOT 2610 IN ELK GROVE VILLAGE SECTION 8, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1959 AS DOCUMENT 17694090 IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 08-33-414-014-0000

Property commonly known as: 1289 Maple Ln, Elk Grove Village, IL 60007

Property of Cook County Clerk's Office