UNOFFICIAL COPY

DRG-23-135

PREPARED BY:

C/O: Carrington Mortgage Services, LLC 1600 Douglass Road Suite 200A Anaheim, CA, 92806

AFTER RECORDING **RETURN TO:**

C/O: Carrington Mortgage Services, LLC 1600 Douglass Road Suite 200A Anaheim, CA, 92806

Property Address: 1411 West 110' St Chicago, IL 60643

PIN Numbers: 25-17-328-033-0000 25-17-328-034-0000



Doc# 2308134069 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A. YARBROUGH COOK COUNTY CLERK DATE: 03/22/2023 04:13 PM PG: 1 OF 5

TY CASONICO (For Recorder's Use Only)

POWER OF ATTORNEY

2308134069 Page: 2 of 5

UNOFFICIAL COPY

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANKUNITED, N.A. ("BankUnited"), a national banking association, headquartered at 14817 Oak Lane, Miami Lakes 33016, does hereby make, constitute and appoint Carrington Mortgage Services, LLC ("Servicer"), a Delaware limited liability company, headquartered at 1600 South Douglass Road, Suites 110 & 200-A, Anaheim, CA 92806 as its true and lawful attorney-in-fact ("Attorney-in-Fact"), and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in BankUnited's name, place and stead, solely for the purposes described herein. This Limited Power of Attorney hereby revokes any other prior powers of attorneys granted by BankUnited to Servicer with respect to the Actions listed herein.

This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, the transfer of servicing to Servicer of those certain mortgage loans (the "Loans") pursuant to that certain Servicing Agreement, dated Pocember 15, 2017, by and between BankUnited, as Purchaser, and Carrington Mortgage Services, LLC, as Servicer Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds trust, deeds to secure a debt or other forms of security instruments (each, a "Mortgage").

BankUnited grants Attorney-in-fact the authority to engage in the following Actions, which shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

- 1. Execute or file assignments of Mortgages or any beneficial interest in a Mortgage;
- 2. Execute or file reconveyances, deeds of reconveyance, or receases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
- 3. Execute individual trial period plans and modification agreements and any related documents in connection with Loan modifications solely in accordance with regulations and guidelines of the Federal Housing Administration, or its successor (FHA) and the Veterans Administration, or its successor (VA) (hereinafter referred to as the FHA Regulations and the VA Regulations, respectively;
- 4. Execute or file quitclaim deeds or, only where necessary and appropriate, special wan any deeds or other deeds causing the transfer of title to Servicer or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
- 5. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation, listing agreements, purchase and sale agreements, escrow instructions, closing statements, and any other document necessary to effect the transfer of REO Property. For the avoidance of doubt, with respect to any REO Property, this authority shall include the taking of a deed in lieu of foreclosure, the completion of judicial or non-judicial foreclosure or

2308134069 Page: 3 of 5

UNOFFICIAL COPY

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 applicable 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 deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the mortgage, deed of trust or applicable law to expeditiously complete said transactions in paragraphs 5.a. through 5.e. above.
- 6. Bid in the name of BankUnited in connection with foreclosure sales, in accordance with the FHA Regulations and the VA Regulation;
- 7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

Except as specifically set forth herein, nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of BankUnited.

All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all other comments of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [insert documents title] is made without recourse to or against [insert name of extity in whose name the Action is taken] or BankUnited, N.A. and without representation or warranty express or implied, by [insert name of entity in whose name the Action is taken] or BankUnited, N.A.

With respect to the Actions, BankUnited gives to Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to the power of powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of BankUnited or be construed to create a duty of BankUnited to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of BankUnited or (iii) execute any documents or take any action on behalf of, or in the name, place, or stead of BankUnited except as provided herein.

2308134069 Page: 4 of 5

UNOFFICIAL COPY

This Limited Power of Attorney shall be effective from the date of its execution and shall continue in full force and effect through December 31, 2025, unless otherwise terminated by BankUnited. At such time this Limited Power of Attorney will be automatically revoked, and shall be of no further force or effect. The legal photocopy of this instrument when presented with the original shall have the same force and effect as the original instrument. This instrument may be put to record in the appropriate county clerk's or recorder's office.

IN WITNESS WHEREOF, BankUnited, N.A. by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 14th day of January 2021.

	BANKUNITED, N.A. By:
Signed in the presence of:	•
Witness: Printed Name: Rebecca Thrasher	
Witness: Ve	
Printed Name: Veronica Rugama	472
STATE OF FLORIDA)	
COUNTY OF Miami-Dade)	

On this 14th day of January 2021, before me, a Notary Public in and for the state of Florida appeared Esther Santos, to me personally known, who, being by me first duly sworn did detose hat he/she is an authorized signatory of BankUnited, N.A. in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the BankUnited, N.A.

[PLACE SEAL BELOW HERE]



Notary Public
Printed Name of Notary: Shannie C. DeFreitas
Commission No.: GG 341199
My Commission expires: Tune 3, 2023

UNOFFICIAL COPY

EXHIBIT "A"

Property Description

LOTS 5 AND 6 IN BLOCK 9 IN WEAGE'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property 1: 25-17-328-033-0000 & 25-17-328-034-0000 1411 West 1 for Street, Chicago, IL, 60643

PROPERTY DESCRIPTION