

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 05/30/2023 03:30 PM Pg: 1 of 6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Prepared By**  
**After Recording Return To:**  
**Nationstar Mortgage LLC: POA**  
**Lake Vista 1**  
**750 State Hwy 121 Suite 201**  
**Lewisville, TX 75067**

## LIMITED POWER OF ATTORNEY

Community Loan Servicing, LLC (the "Servicer"), with offices located at 4425 Ponce de Leon Boulevard, Coral Gables, Florida 33146, by these presents does hereby make, constitute, and appoint Nationstar Mortgage LLC, a Delaware limited liability company with offices located at 8950 Cypress Waters Boulevard, Dallas, TX 75019 ("Nationstar" or "Subservicer"), as its true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, acting in the name, place, and stead of the Servicer for the purposes, and only the purposes, set forth below. This Limited Power of Attorney is given in connection with, and relates solely to that certain Omnibus Delegation and Subservicing Agreement dated as of June 1, 2022 (MetLife Transactions//CLS Servicer) (the "Delegation and Subservicing Agreement"), by and between the Servicer and the Subservicer. Capitalized terms used herein but not defined herein shall have the meanings specified in the Delegation and Subservicing Agreement or in the applicable Servicing Agreement identified on Schedule I to the Delegation and Subservicing Agreement. 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 of trust, deeds to secure debt and other forms of security instruments (each, a "Mortgage" or a "Deed of Trust," as applicable). The parties agree that this Limited Power of Attorney is coupled with an interest.

Now, therefore, the Servicer does hereby constitute appoint the Subservicer as its true and lawful attorney-in-fact and grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Servicer's name, place and stead.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans or real estate owned property (each, an "REO Property," and collectively with the Loans, the "Assets") and only as mandated or permitted by federal, state or local laws or other legal, agency, or investor requirements or restrictions:

1. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate to institute and complete:
  - a. requests for delivery of Asset documents from the applicable document custodian;
  - b. reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage or Deed of Trust, including but not limited to the following actions:
    - i. the release of a borrower from personal liability under the Mortgage or Deed of Trust following an approved transfer of ownership of the security property,
    - ii. the partial release or discharge of a Mortgage or the request to a trustee for a partial reconveyance or discharge of a Deed of Trust,

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- iii. the full satisfaction or release of a Mortgage or the request to a trustee for a full reconveyance of a Deed of Trust;
- c. assignments or endorsements of Mortgage or Deed of Trust, or of any beneficial interest in a Mortgage or Deed of Trust;
- d. quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the disposition or transfer of title to a third party, in respect of short sales, deeds-in-lieu, or REO Property;
- e. documentation with respect to the marketing, rental and/or sale of REO Property, including but not limited to: REO Property disposition closings; ordering appraisals or broker price opinions ("BPOs"); eviction notices; initiating and completing eviction actions or proceedings; cash for keys; rental or lease agreements; marketing plans; listing agreements; purchase and sale agreements; contracts; addendums; disclosures; cancellations; releases; letters of indemnity; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the marketing, rental, sale or transfer of REO Property;
- f. a workout or loss mitigation program, including but not limited to a forbearance, payment plan, modification or extension of a Mortgage or Deed of Trust;
- g. an extension of credit or draw request or a suspension or freeze of a line of credit;
- h. an interest rate reduction on the Asset;
- i. a short pay-off, pay-off netting escrow, short sale or deed-in-lieu of foreclosure;
- j. a repurchase of an Asset;
- k. an Asset pool buy-out or buy-down;
- l. the assumption of an Asset Note and related Mortgage or Deed of Trust;
- m. a community association dues or assessment payment;
- n. a small settlement or concession, including but not limited to waiver of fees, escrow, late charges, or corporate advances, and short reinstatements;
- o. appraisal, BPO, or other valuation requests or equity reviews to establish property value and/or equity available in the mortgaged property or REO Property;
- p. write downs, charge-offs, low balance loan or draw request reviews, and recoveries;
- q. The management, administration, inspections (including occupancy status and property condition), maintenance, repairs, restoration, protection and preservation of the mortgaged property or REO Property, including but not limited to vacant property registrations, and abandonment or eviction proceedings as a result of such vacancy;
- r. the tendering, processing, collecting, depositing, and distributing of claims, loss drafts, or proceeds for any applicable title insurance, hazard insurance or other required insurance, mortgage insurance, private mortgage insurer, or agency or investor required claims, including but not limited to any quiet title action or subrogation right;
- s. customary consents or waivers and other instruments and documents (including estoppels certificates);
- t. the consent to the application of any insurance or condemnation proceeds to the restoration of the applicable mortgaged property, REO, or otherwise.

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2. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate to:

- a. obtain, and if necessary to lender-place, required insurance on mortgaged property or REO Property, including but not limited to fire, hazard, earthquake, hurricane, windstorm, sinkhole, and flood insurance;
- b. bring an action in a court of law, including an unlawful detainer action, to enforce rights of the Servicer with respect to any mortgaged property or REO Property;
- c. Resolve any claims, complaints, grievances and disputes and prosecute, defend and resolve actions pending in a court of law, including but not limited to serving and responding to discovery, filing and serving pleadings, motions, briefs and other necessary documents, and entering into settlement agreements and judgments.
- d. subordinate, correct or adjust a Mortgage or Deed of Trust lien position;
- e. correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Servicer or a prior transferor, including, but not limited to note endorsements;
- f. the completion, termination, postponement, cancellation, or rescission of a foreclosure relating to a Mortgage or Deed of Trust or Mortgages or Deeds of Trust (e.g., joint foreclosure of both first and second Mortgage or Deed of Trust), including but not limited to the following actions:
  - i. the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
  - ii. the preservation, filing, entering, collection, or assignment of deficiency judgments;
  - iii. the issuance, cancellation, or rescission of a statement of breach or nonperformance, notice of default, notice of sale; or bidding instructions; and
  - iv. the issuance, cancellation or rescission of such other documents as may be necessary under the terms of the Mortgage or Deed of Trust, federal or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of Assets, deeds of trust, or promissory notes to convey title under this Limited Power of Attorney;
  - v. solely if applicable to the Asset type, the conveyance of properties to the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Government National Mortgage Association (Ginnie Mae), the Federal Housing Administration (FHA), the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Veterans Affairs (VA), the U.S. Department of Agriculture Rural Housing Service (USDA/RHS), or a state or private mortgage insurer; and
  - vi. solely if applicable to the Asset type, the assignment or endorsement of Assets, Mortgages or Deeds of Trust, or promissory notes to or from Fannie Mae, Freddie Mac, Ginnie Mae, FHA, HUD, VA, USDA/RHS, a state or private mortgage insurer, or Mortgage Electronic Registration System (MERS®).

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g. the servicing and handling of any Asset where a mortgagor or co-mortgagor has filed for bankruptcy, in compliance with federal Bankruptcy law, 11 U.S.C. §101, et seq. or relevant state law, including but not limited to the following actions:

- i. substitute the creditor in a bankruptcy proceeding in respect of any Asset Loan;
- ii. file a proof of claim;
- iii. file any pleadings, briefs, motions, including a motion for relief from automatic stay;
- iv. if warranted, file an adversary proceeding on behalf of mortgagee against the mortgagor, co-mortgagor or any other interested party threatening any Loan's lien or lien priority or defend against any adversary proceeding filed against mortgagee by mortgagor, co-mortgagor or any other interested party;
- v. execution of a reaffirmation agreement or other instrument required to be executed in connection with the bankruptcy of a mortgagor on an Asset; and
- vi. file or deliver all notices required in compliance with any state or federal bankruptcy law, including but not limited to payment change notices and notices of transfer of claims.

h. handle certain legal matters and routine litigation, and retain legal counsel to represent and protect Servicer's interests in the Assets, including but not limited to the following:

- i. notices of liens (mechanics liens, HOA/COA/Co-op liens, etc.),
- ii. HOA/COA default notices or foreclosures (including co-ops),
- iii. property forfeitures, seizures, eminent domain and condemnation actions,
- iv. probate proceedings,
- v. partition actions, lien releases, partial releases, easements, property line adjustments, etc.,
- vi. title claims or quiet title actions,
- vii. code violation notices or actions,
- viii. tax sales,
- ix. subordinate loan foreclosures,
- x. REO Disposition closings,
- xi. MERS Rule 14 notifications and MERS litigation tracking,
- xii. Equity Reviews, including but not limited to those on junior liens for Charge-off or referral to foreclosure with senior lien where available, or
- xiii. Senior lien monitoring to protect Servicer's junior or subordinate liens.

i. authorize MERS to execute documents on behalf of Servicer, or in MERS own name, to the same extent that Subservicer or its designated employees are authorized to execute documents pursuant to this Limited Power of Attorney;

j. endorse instruments required to effectuate Asset payments or refunds, including but not limited to checks, drafts, or wire transfers evidencing such payments or refunds; and

k. receive, endorse, or process in the name of Servicer on any checks, drafts, or wire transfers representing the proceeds from collections made by Subservicer of Mortgages or Deeds of Trust or REO Properties, including but not limited to payments made by borrowers, insurance proceeds, liquidation proceeds, pay-off proceeds, sales proceeds,

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etc., and to issue, sign, or process any checks, drafts, or wire transfer issued to pay to the Servicer its share in these proceeds.

3. Prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate under any applicable laws, regulations, or Servicer requirements, for the servicing of any Asset, or to take any of the above actions as it pertains to any Mortgage or Deed of Trust or REO Property, to which the Servicer is the owner, master servicer, beneficiary, or mortgagee (each as and if applicable).
4. solely if applicable to the Asset type, prepare, execute, file, record or deliver whatever documents are required, necessary and appropriate under any applicable laws or regulations, for the servicing of any Asset or REO Property, or to take any of the above actions as it pertains to any Mortgage or Deed of Trust or REO Property, owned by, backing a security issued by, or guaranteed or insured by Fannie Mae, Freddie Mac, Ginnie Mae, FHA, HUD, VA, USDA/RHS, or a state or private mortgage insurer, as applicable, and in accordance with applicable requirements or guidance issued by those agencies, guarantors or insurers and the related Asset documents.

With respect to the Actions, Servicer gives to said attorney-in-fact full power and authority to prepare, execute, file, record or deliver such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or 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 Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Servicer or be construed to create a duty of Servicer to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Servicer, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Servicer, except as provided herein.

This Limited Power of Attorney is effective immediately and will continue until it is revoked, or terminated. This Limited Power of Attorney may only be used in the execution of the powers herein by (a) those Subservicer officers who have been duly appointed as Executive, Executive Vice President, Senior Vice President, Assistance Vice President, Secretary or Assistant Secretary, and/or (b) non-officers who have been duly designated by Subservicer as having signing authority. Servicer shall have the right to limit such signing authority or may revoke signing authority from any officer or other authorized non-officer for any reason. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Texas without regard to conflicts of law principles of such state.

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IN WITNESS THEREOF, Richard O'Brien has executed this Limited Power of Attorney this 1 day of September, 2022

Community Loan Servicing, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Richard O'Brien

Title: President

Witnessed by:

Name: Quatrina Brown

Print Name: Quatrina Brown

Name: Tina Bado

Print Name: Tina Bado

STATE OF Florida

COUNTY OF Miami-Dade

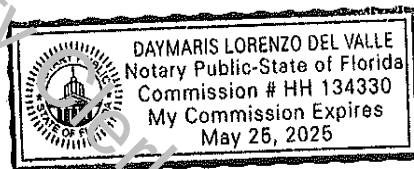
On Sept 1, 2022 before me, the undersigned, personally appeared Richard O'Brien, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that Richard O'Brien executed the same in her capacity as a President of Community Loan Servicing, LLC and that by his signature on the instrument, the individual has executed the instrument.

SUBSCRIBED and SWORN TO before me this 1 day of September, 2022

Notary Public: Day

By: \_\_\_\_\_ Daymaris Lorenzo Del Valle

My Commission Expires: 5-25-2025



PROPERTY OF COOK COUNTY CLERK'S OFFICE