## **UNOFFICIAL COPY**

Doc#. 2322813078 Fee: \$88.00 Karen A. Yarbrough Cook County Clerk

Date: 08/16/2023 09:40 AM Pg: 1 of 3

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: ServiceMac, LLC 9726 Old Bailes Road, Suite 200 Fort Mill, SC 29707

Attn: Eric Sadow, General Counsel

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Guaranteed Rate, Inc., a corporation, organized and existing under the lay s of Delaware and having its principal place of business at 3940 N. Ravenswood, Chicago, IL 60613 (the "Owner/Servicer") pursuant to that Subservicing Agreement, between ServiceMac, LLC (the "Subservicer") and Owner/Servicer, dated as of December 2, 2020 (the "Agreement"), hereby constitutes and appoints Subservicer, by and through Subservicer's officers, Owner/Servicer's true and lawful Attorney-in-Fact, in Owner/Servicer's name, place and stead and for Owner/Ser 10 x's benefit, in connection with all mortgage loans and REO properties (collectively, the "Mortgage Loans") subject to the terms of the Agreement, regardless of whether such Mortgage Loans were acquired by merger, acquisition, or succession, or whether such Mortgage Loans have been formally assigned into the name of the Owner/Servicer or remain in the name of the prior entity, for the pury ose of performing all acts and executing all documents in the name of Owner/Servicer 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 Owner/Servicer (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 Subservicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. To indorse or cause to be indorsed the name of Owner/Servicer, without recourse, upon any and all notes, checks, drafts, or other instruments and vehicles of the payment of money received or to be received by or on behalf of Subservicer in payment of or on any of the Mortgage Loans subserviced by Subservicer or insurance proceeds paid in connection with any real property that secures any of the Mortgage Loans;
- 2. To prepare, execute, deliver, file, or record any assignments, full or partial releases, security instruments, or similar documents that are necessary or appropriate: (a) to establish and protect all right, title, and interest of Owner/Servicer in and to any of the Mortgage Loans or any of the Mortgages, (b) to effectuate the repurchase, refinance, or satisfaction of any of the Mortgage Loans; or (c) to market, sell, or transfer title of any real property acquired by means of any judicial or non-judicial foreclosure sale or deed-in-lieu of foreclosure agreement;
- 3. 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

## **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 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 3(a) through 3(e), above; and
  - 4. To correct or otherwise remedy any errors or deficiencies contained in any documents or instruments that are provided or prepared by Owner/Servicer or a prior transferor.

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 tring necessary and proper to carry into effect the power or powers granted by or under this Limited Lower 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 December 2, 2020.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

This Limited Power of Attorney is not intended to extend the powers granted to Subscrvicer under the Agreement or to allow Subservicer to take any action with respect to any Mortgage Loan documents not authorized by the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles of such state.

This Limited Power of Attorney shall continue in full force and effect unless terminated in writing by an officer of Owner/Servicer so authorized to do so. 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 in accordance with this paragraph.

2322813078 Page: 3 of 3

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the Owner/Servicer has signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 18th day of March 2021.

GUARANTEED RATE, INC.

Name: James M. Hettinger

Title: Executive VP of Operations

STATE OF Illinois

COUNTY OF Cook

On March 18<sup>th</sup>, 2071, before me, the undersigned, a Notary Public in and for said state, personally appeared James M. Flettinger of Guaranteed Rate, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed that same in her/his authorized capacity, and that by her/his signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)

PATRICK CRAWFORD
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 23, 2023

Notary Public