

# UNOFFICIAL COPY

DOCUMENT PREPARED BY \_\_\_\_\_

NAME: Ivonne Z. Hernandez

ADDRESS: 5720 Premier Park Drive

CITY/STATE/ZIP: West Palm Beach, Florida, 33409



\*2326128030\*

Doc# 2326128030 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/18/2023 12:40 PM PG: 1 OF 8

**WHEN RECORDED MAIL TO:**

NAME: Ivonne Z. Hernandez

ADDRESS: 5720 Premier Park Drive

CITY/STATE/ZIP: West Palm Beach, Florida, 33409

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

**POWER OF ATTORNEY**  
(DOCUMENT TITLE)

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**  
 STATE OF IOWA, COUNTY OF BLACK HAWK, SS:  
 I, Sandie L. Smith, Recorder of said County, hereby  
 certify that this is a true copy of the official document  
 as recorded in the Recorder's Office in Book and  
 Page or Document No. 2020-00006339

Doc ID: 009673500007 Type: GEN  
 Recorded: 10/04/2019 at 01:35:06 PM  
 Fee Amt: \$37.00 Page 1 of 7  
 Black Hawk County Iowa  
 SANDIE L. SMITH RECORDER

File **2020-00006339**

Sandie L. Smith, County Recorder

7-31-2020 Sandie L. Smith  
 (DATE) (Recorder)

\* Document drafted by and  
 After Recording Return Document To:  
 PHH Mortgage Corporation  
 5720 Premier Park Dr Bldg 3  
 West Palm Beach, FL 33407  
 Attn: Record Services

4711

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the authority granted under that certain limited power of attorney attached as Exhibit A (the "Limited POA"), NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing (the "Company"), in its capacity as Servicer, having a place of business at 75 Beattie Place, Suite 300, Greenville, SC 29601, does hereby further constitute and appoint PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC, a Delaware limited liability company ("PMC"), having an office at 1661 Worthington Rd, Ste. 100, West Palm Beach, FL 33409, by and through its officers, its true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with the Subservicing Agreement, dated as of August 17, 2018, by and between New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing and Ocwen Loan Servicing, LLC ("Agreement").

Pursuant to the authority granted under the Limited POA, the Company hereby further grants its authority and power to execute any and all such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do under the Limited POA, and hereby does ratify and confirm all that PMC shall lawfully do or cause to be done by authority hereof. The undersigned also grants unto said Attorney-in-fact, subject to the foregoing limitations, the full power and authority to correct minor ambiguities and errors in documents necessary to effect the above, for the purpose of performing all acts and executing all documents in the name of the Company necessary and incidental to the servicing of said loans, including but not limited to:

1. Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and

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receiving proceeds and endorsing checks made payable to the order of the Company from such proceedings;

3. Facilitation of an eviction according to the state law of occupants for properties;
4. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
5. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which PMC has received full payment of all outstanding amounts due on behalf of the Company;
6. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and
7. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans in accordance with the Agreement.

The Company further grants to PMC full power and authority to do and perform all acts necessary for PMC to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Company might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that PMC shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that PMC has previously done pursuant to or in connection with the Servicing Agreement or any Limited Power of Attorney previously granted by the Company to PMC. This Limited Power of Attorney shall be in full force and effect as of September 17, 2019 until revoked or terminated by the Company.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against the Company. The Company shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of the Company pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that the Company is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.

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 has not been revoked by the Company, unless a revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless such third party has received actual written notice of a revocation.

## UNOFFICIAL COPY

NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a  
Shellpoint Mortgage Servicing (Company)

By: Meredith Prickett

Name: Meredith Prickett

Title: Assistant Secretary

Date: September 17, 2019

Witness: Kayla Gooding

Witness: Eve Memmer

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

On this 17 day of September in the year 2019 before me, the undersigned, personally appeared Meredith Prickett, personally known to me to be the person who executed the within instrument as Assistant Secretary, on behalf of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and he acknowledged that said instrument is the act and deed of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and that he, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Sworn to (or affirmed) and subscribed before me this 17 day of September, 2019.

Official Seal



Julius Drayton  
Julius Drayton, Notary Public

Greenville County, South Carolina

My commission expires: 1/31/2027

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## Exhibit A

HSBC Bank USA, N.A., as Trustee, Limited Power of Attorney (attached)

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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**UNOFFICIAL COPY****POWER OF ATTORNEY**

HSBC Bank USA, National Association, a national banking association organized and existing under the laws of the United States, having an office located at 452 Fifth Avenue, New York, New York 10018 (hereinafter called "Trustee") hereby appoints NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing (hereinafter called ("Shellpoint"), as its true and lawful attorney-in-fact to act in the name, place and stead of Trustee for the purposes set forth below. Shellpoint is the Servicer for many securitizations pursuant to the applicable Pooling and Servicing Agreements for each securitization (the "Agreements," see Exhibit A attached for a listing) now in existence and that will be formed from time to time. This Power of Attorney is revocable upon receipt of notice from the Trustee.

The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows with respect to the loans, mortgages, and properties securitized pursuant to the Agreements:

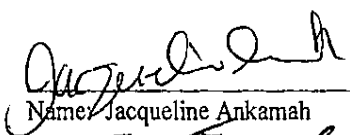
1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
2. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing claims and motions to lift stays, and other documents or notice filings on behalf of Trustee in connection with insurance, foreclosure, bankruptcy and eviction actions.
3. To endorse any checks or other instruments received by Shellpoint and made payable to Trustee.
4. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes Shellpoint to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
5. To do any other act or complete any other document that arises in the normal course of servicing.

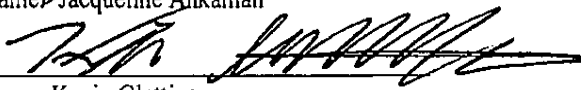
Dated: 3/22/19

**HSBC BANK USA, NATIONAL ASSOCIATION, AS  
TRUSTEE**

Witness:

  
Name: Adriane Waring  
Title: Vice President


  
Name: Jacqueline Ankamah

  
Name: Kevin Glatting

State of New York ), County of New York )

BEFORE ME, James Curd, a Notary Public in and for the jurisdiction aforesaid, on this 22nd day of March, 2019, personally appeared Adriane Waring who is personally known to me (or sufficiently proven) to be a Vice President of HSBC Bank USA, National Association as Trustee and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as a Vice President for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 22nd day of March, 2019.

  
My Commission Expires:

RESTRICTED

NOTARY STAMP

**JAMES CURD**

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01CU6112189

Qualified in Richmond County

Commission Expires June 22, 2020

2020-00006339 Seq: 5

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## Exhibit "A"

Updated as of March 1, 2019

<u>Trusts</u>	<u>Agreements</u>
HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE1 for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE1, Asset Backed Pass-Through Certificates	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-1	Transfer and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2004-C, Mortgage-Backed Certificates, Series 2004-C	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2004-D, Mortgage-Backed Certificates, Series 2004-D	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2005-A, Mortgage-Backed Certificates, Series 2005-A	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2005-B, Mortgage-Backed Certificates, Series 2005-B	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2005-C, Mortgage-Backed Certificates, Series 2005-C	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2005-D, Mortgage-Backed Certificates, Series 2005-D	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2005-E, Mortgage-Backed Certificates, Series 2005-E	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-A, Mortgage-Backed Certificates, Series 2006-A	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-B, Mortgage-Backed Certificates, Series 2006-B	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-D, Mortgage-Backed Certificates, Series 2006-D	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E	Pooling and Servicing Agreement

RESTRICTED

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**UNOFFICIAL COPY****Exhibit "A" Continued**

Updated as of March 1, 2019

HSBC Bank USA, National Association, as Trustee for Luminant Mortgage Trust 2006-2, Mortgage Pass-Through Certificates, Series 2006-2	Pooling and Servicing Agreement
HSBC Bank USA, National Association, as Indenture Trustee for People's Choice Home Loan Securities Trust Series 2005-2	Sale and Servicing Agreement
HSBC Bank USA, National Association, as Indenture Trustee for People's Choice Home Loan Securities Trust Series 2005-3	Sale and Servicing Agreement
HSBC Bank USA, National Association, as Indenture Trustee for People's Choice Home Loan Securities Trust Series 2005-4	Sale and Servicing Agreement

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