UNOFFICIAL COPY

Doc#. 2401741297 Fee: \$88.00

Karen A. Yarbrough Cook County Clerk

Date: 01/17/2024 04:43 PM Pg: 1 of 5

#AChicago Title File No.: 220683285NR

LIMITED POWER OF ATTORNEY

This page is added to provide adequate space for recording information and microfilming. Do not remove this page as it is now part of the document.

2401741297 Page: 2 of 5

UNOFFICIAL COPY

Borneville County, Idaho Falla, Idaho 03/23/2023 03:43:00 PM No. of Pages: 4 Recorded for: FREST AMERICAN MORTGAGE SOLUTIONS Panny Manning Fee: 280.00 Rx.Officio Recorde Opputy Ivega

FORM OF LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, California 92618
Attn: Tamara Sulea

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that UMB Bank, National Association, not in its individual capacity but solely as legal title trustee (the "Legal Title Trustee) of LVS Title Trust XIII (the "Legal Title Trust") pursuant to that Flow Servicing Agreement, between Rushmore Loan Manger tent Services LLC (the "Servicer"), Legal Title Trustee, LVS III SPE XXXVIII LP, as program manager (the "Program Manager"), and Wells Fargo Bank, N.A., as master servicer (the "Master Serrice"), dated as of May [28], 2020 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Legal Title Trustee's and the Legal Title Trust's true and lawful Attorney-in-Fact, in the Legal Title Trustee's and the Legal Title Trust's name, place and stead and for the Legal Title Trustee's and the Legal Title Trust's benefit, in connection with all Mortgage Loans and REO Properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Legal Title Trustee or the Legal Title Trust 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 in: "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Legal Title Trustee or the Legal Title Trust (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 the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. The modification or re-recording of a Mortgage or Need of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- 2. The subordination of the lien of a Mortgage or Deed of Trust to an easer ten! in favor of a public utility company of a United States governmental agency or and with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

Deputy

2401741297 Page: 3 of 5

UNOFFICIAL COPY

Instrument # 1743548 03/23/2023 03:43:00 PM Page 2 of 4

- The conveyance of the properties to the mortgage insurer, or the closing of the title
 to the property to be acquired as real estate owned, or conveyance of title to real
 estate owned.
- 4. The completion of loan assumption agreements.
- 5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge fall sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. 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 termination, cancellation or rescission of any such foreclosure, including, without limitation, any at d all of the following acts:
 - a. the substitution of rustee(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 8(a) through 8(e), above.

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 thing necessary and proper to carry into enfect the power or powers granted by or under this Limited Power 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 June 16, 2020.

2401741297 Page: 4 of 5

UNOFFICIAL COPY

Instrument # 1743546 03/23/2023 03:43:00 PM Page 3 of 4

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 by the undersigned.

IN WITNESS WHEREOF, Legal Title Trustee, not in its individual capacity, but merely as legal title trustee of Legal Title Trust, has caused this Limited Power of Attorney to be executed as of June 16, 2020.

UMB BANK, National Association, not in its individual capacity, but solely as Legal Title Trustee of LVS Title Trust XIII

-Ounit Clert's Office

Name: Katie Carlson Title: Vice President

Printed Name: Claire Alber
Title: Assistant Vice Provident

Attest:

Gordon Gendler

Senior Vice President

Printed Name: Michael Slade
Title: Senior Vice President

2401741297 Page: 5 of 5

UNOFFICIA

Instrument # 1743646 03/23/2023 03:43:00 PM Page 4 of 4

STATE OF MINNESOTA COUNTY OF HENNEPIN

On June 16, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Katie Carlson of UMB Bank, N.A., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

Comm. Exp Jan 31, 2021

(SEAL)

CHRISTIN ELIZABETH DAVIES Notary Public - Minnesota Dr Coot County Clart's Office

Notary Public