

UNOFFICIAL COPY

Doc#: 2402306459 Fee: \$88.00
Karen A. Yarbrough
Cook County Clerk
Date: 01/23/2024 03:22 PM Pg: 1 of 6

Limited Power of Attorney

Prepared by
Catherine Alfaro

When recorded return to:
Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
Salt Lake City, UT 84119

Grantor: U.S. Bank Trust National Association

Grantee: Select Portfolio Servicing, Inc.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Document drafted/prepared by and
RECORDING REQUESTED BY:
Select Portfolio Servicing, Inc.
P.O. Box 65250
Salt Lake City, UT 84165-0250

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States and having an office at 1011 Centre Rd Suite 203 EX DE WD2D, Wilmington, DE 19805, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Select Portfolio Servicing, Inc. ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the related servicing agreements, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank Trust National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby. Please refer to **Schedule A** attached hereto.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an

UNOFFICIAL COPY

obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or request to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

UNOFFICIAL COPY

- 11. Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank Trust National Association, as Trustee, under the related servicing agreements listed on Schedule A, attached.
- 12. To execute, record, file and/or deliver any and all documents of any kind where Trustee's interest is designated, stated or characterized as "Successor Trustee", "Successor in Interest", "Successor to", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (12), above


Servicer agrees that the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, shall apply to the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee under the related servicing agreements listed on Schedule A

Witness my hand and seal this 27th day of May, 2020.


NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank Trust National Association, as Trustee


Witness: Jill Rodriguez

By: 
Michael Wang, Vice President


Witness: Jose Amaya

By: 
Greg Olson, Vice President

Attest: Michael D. Bangtson, Assistant Vice President

UNOFFICIAL COPY

CORPORATE ACKNOWLEDGMENT

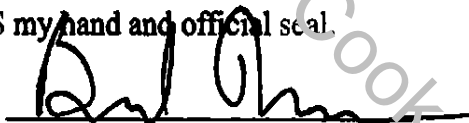
State of Minnesota

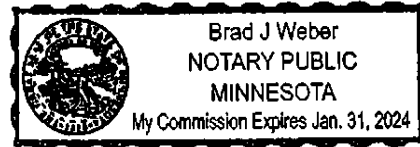
County of Ramsey

On this 27th day of May, 2020, before me, the undersigned, personally appeared Michael Wang, Greg Olson, and Michael D. Bengtson, personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, executed the instrument and that such individuals made such appearance before the undersigned in the County of Ramsey, State of Minnesota.

WITNESS my hand and official seal.

Signature:


Brad J. Weber



My commission expires: 1/31/2024

Public of Cook County Clerk's Office

UNOFFICIAL COPY

Schedule A

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee
for Legacy Mortgage Asset Trust 2020-GS3

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee
for Legacy Mortgage Asset Trust 2020-GS2

Property of Cook County Clerk's Office