

Document 2020 3039

Book 2020 Page 3039 Type 06 009 Pages 9 Date 8/19/2020 Time 11:40:21AM

Rec Amt \$47.00

INDX ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Prepared By: Mark L. Smith, P.O. Box 230, Winterset, IA 50273 Telephone: 515/462-3731 Keturn Document To: Mark L. Smith, POB 230, Winterset, IA 50273

AFFIDAVIT CONCERNING HOUSEHOLD FINANCE INDUSTRIAL LOAN COMPANY OF IOWA APPOINTING SPRINGLEAF MORTGAGE SERVICES, INC. AS ITS ATTORNEY-IN-FACT

STATE OF IOWA

:SS

COUNTY OF MADISON

I, Mark L. Smith, a practicing attorney in Winterset, Madison County, Iowa, after review of the official records of Polk County, Iowa, have found an original recorded Limited Power of Attorney granting Springleaf Mortgage Services, Inc., the authority to act on behalf of Household Finance Industrial Loan Company of Iowa. This Affidavit is being given to clear any cloud of title that may have been on the following-described real estate:

The West Half (1/2) of the Southwest Quarter (1/4), EXCEPT the South 16 rods of the East 20 rods thereof, and the South One-fourth (1/4) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4), EXCEPT a parcel of land commencing at the Southwest corner of Section Thirteen (13) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 00 degrees 00' along the West line of the Southwest Quarter (1/4) of said Section (13), 726.81 feet, thence South 87 degrees 02' East 1,120.30 feet to the East line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4), thence North 07 degrees 02' West 990.30 feet to the point of beginning, containing 20.0027 acres, including 1.3217 acres of county road right-of-way; and the Northeast Quarter (1/4) EXCEPT a tract of land described as follows, to-wit: Commencing at the Southwest corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fourteen (14), Township Seventy-five (75)

North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 1,182.05 feet to the centerline of a county road; thence South 3 degrees 59' East 162.60 feet; thence South 17 degrees 13' East 173.40 feet; thence South 40 degrees 46' East 162.85 feet; thence South 55 degrees 20' East 348.45 feet; thence South 33 degrees 48' East 376.20 feet; thence South 7 degrees 00' East 200.66 feet to the South line of said Northeast Quarter (1/4); thence South 80 degrees 26' West 690.35 feet to the point of beginning, containing 0.9256 acres, including 0.9594 acres of county road right-of-way, all in township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa. Tax Map or Parcel ID No.: 520101346021000.

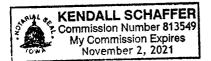
The Limited Power of Attorney is attached hereto and incorporated by this reference.

Mark L. Smith

Subscribed and sworn to before me by the said Mark L. Smith on this day of

July , 2020.

Notary Public in and for the State of Iowa



37

Pd

Doc ID: 032800940007 Type: GEN Kind: POWER OF ATTORNEY Recorded: 03/19/2018 at 01:51:45 PM Fee Amt: \$37.00 Page 1 of 7 Revenue Tax: \$0.00 Polk County Iowa JULIE M. HAGGERTY RECORDER FILE# 2017-00071517

×16852 №347-353

<u>Prepared By</u>: Jamie Dyson, OneMain Holdings, Inc. 601 NW 2nd Street; Evansville, IN 47708 (Phone: 1-800-628-9324)

Return to: OneMain Holdings, Inc. 601 NW 2nd Street; Evansville, IN 47708

Limited Power of Attorney

Grantor:

Household Finance Industrial Loan Company of Iowa

Grantee:

Springleaf Mortgage Services, Inc.

LIMITED POWER OF ATTORNEY

Dated as of July 18, 2013

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Purchase Agreement, by and among SpringCastle Acquisition LLC, a Delaware limited liability company ("SpringCastle Acquisition"), HSBC Finance Corporation, a Delaware corporation, solely with respect to its obligations under Section 11.19 thereof and in its capacity as Seller Representative, and the Persons listed on Schedule 1.01(a) thereto (each, a "Seller" and, collectively, "Sellers"), made and entered into as of March 5, 2013 (the "Purchase Agreement"), Sellers agreed to sell, and SpringCastle Acquisition agreed to purchase, certain personal homeowner loans (the "Loans");

WHEREAS, SpringCastle Acquisition has assigned its rights to purchase the Purchased Assets to SpringCastle America, LLC ("America"), SpringCastle Credit, LLC ("Credit"), SpringCastle Finance, LLC ("Finance"), and Wilmington Trust, National Association, in its capacity as loan trustee to America, Credit and Finance, respectively (the "Loan Trustee," and together with America, Credit and Finance, each a "Purchaser" and together the "Purchasers"), pursuant to the Omnibus Assignment and Assumption Agreement of even date herewith (the "Omnibus Assignment and Assumption Agreement") among SpringCastle Acquisition, America, Credit, Finance and Loan Trustee, and each Purchaser has purchased the portion of the Loans at closing of the Purchase Agreement as allocated under Omnibus Assignment and Assumption Agreement;

WHEREAS, (i) America transferred all its right, title and interest to the Loans to SpringCastle America Funding, LLC ("America Funding") and Wilmington Trust, National Association, in its capacity as loan trustee to America Funding (the "America Funding Subsequent Loan Trustee"), pursuant to the Loan Purchase Agreement dated as of April 1, 2013 among America, the Initial Loan Trustee, America Funding and the America Funding Subsequent Loan Trustee (the "America Funding Loan Purchase Agreement"); (ii) Credit transferred all its right, title and interest to the Loans to SpringCastle Credit Funding, LLC ("Credit Funding") and Wilmington Trust, National Association, in its capacity as loan trustee to Credit Funding (the "Credit Funding Subsequent Loan Trustee"), pursuant to the Loan Purchase Agreement dated as of April 1, 2013 among Credit, the Initial Loan Trustee, Credit Funding and the Credit Funding Subsequent Loan Trustee (the "Credit Funding Loan Purchase Agreement"); and (iii) Finance transferred all its right, title and interest to the Loans to SpringCastle Finance Funding, LLC ("Finance Funding") and Wilmington Trust, National Association, in its capacity as loan trustee to Finance Funding (the "Finance Funding Subsequent Loan Trustee," and together with America Funding Subsequent Loan Trustee and Credit Funding Subsequent Loan Trustee, the "Subsequent Loan Trustee", and the Subsequent Loan Trustee together with America Funding, Credit Funding and Finance Funding, each a "Subsequent Purchaser" and together the "Subsequent Purchasers"), pursuant to the Loan Purchase Agreement dated as of April 1, 2013 among Finance, the Initial Loan Trustee, Finance Funding and the Finance Funding Subsequent Loan Trustee (the "Finance Funding Loan Purchase Agreement", and together with the America Funding Loan Purchase Agreement and the Credit Funding Loan Purchase Agreement, the "Loan Purchase Agreements"), in each case effective on April 1, 2013;

WHEREAS, the Subsequent Purchasers have engaged Springleaf Consumer Loan, Inc. ("Springleaf Consumer Loan") and Springleaf Mortgage Services, Inc. ("Springleaf Mortgage Services") to perform certain servicing with respect to the Loans;

WHEREAS, at the request of the Initial Purchasers and the Subsequent Purchasers, each Seller is providing this Limited Power of Attorney to Springleaf Consumer Loan and Springleaf Mortgage Services pursuant to Section 7.18 of the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, each Seller does hereby make, constitute and appoint each of Springleaf Consumer Loan and Springleaf Mortgage Services, as such Seller's true and lawful agent and attorney-in-fact with respect to each Loan in such Seller's name, place and stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Loan vests in the applicable Subsequent Purchaser as provided in the applicable Loan Purchase Agreements, and (c) for any other transfer of record title which is required with respect to the Loans or the underlying security interest related to each Loan; (ii) to ensure that each promissory note related to each Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Loans and (iv) to cure any other defects associated with any other document or instrument with respect to a Loan.

This Limited Power of Attorney may be utilized fully to all intents and purposes as the applicable Seller might or could do if personally present, hereby ratifying and confirming all that each of Springleaf Consumer Loan and Springleaf Mortgage Services as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to each of Springleaf Consumer Loan and Springleaf Mortgage Services as each Seller's attorney-in-fact of full power and authority with respect to the Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as the applicable Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of any Seller not specifically described herein. Each Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with each of Springleaf Consumer Loan and Springleaf Mortgage Services as Sellers' attorney-in-fact may rely completely, unconditionally and conclusively on the authority of such Purchaser, as applicable, and need not make any inquiry about whether Springleaf

Consumer Loan or Springleaf Mortgage Services is acting pursuant to the Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by either Springleaf Consumer Loan or Springleaf Mortgage Services that any particular Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by each Purchaser shall be binding on the applicable Seller and the applicable Seller's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on April 1, 2016 (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date

Nothing herein shall be deemed to amend or modify the Purchase Agreement or the respective rights, duties or obligations of Sellers under the Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

IN WITNESS WHEREOF, Sellers have caused this instrument to be executed by its officer duly authorized as of the date first written above.

SELLERS:

EACH OF THE ENTITIES LISTED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF

Name: Phyllis I. Johnston

Title: Assistant Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 12 day of September 2013, before me, a notary public in and for the State of Florida, appeared Phyllis I. Johnston, who is known to me to be an Assistant Vice President of each of the entities listed on Schedule 1 attached hereto, and who signed her name hereto for the purposes stated herein.

ple april Chimo

[SEAL]

GAYLE APRIL CHIMO
Notary Public - State of Florida
My Comm. Expires Nov 16, 2014
Commission # EE 34637
Bonded Through National Notary Assn.

Schedule 1

Sellers

Beneficial Connecticut Inc., a Delaware corporation

Beneficial Consumer Discount Company, a Pennsylvania corporation

Beneficial Credit Services Inc., a Delaware corporation

Beneficial Credit Services of Mississippi Inc., a Delaware corporation

Beneficial Credit Services of South Carolina Inc., a Delaware corporation

Beneficial Financial I Inc., a California corporation, on behalf of itself and as successor by merger to the following:

Beneficial Alabama Inc. Beneficial California Inc. Beneficial Delaware Inc.

Beneficial Finance Co. of West Virginia

Beneficial Georgia Inc. Beneficial Idaho Inc. Beneficial Indiana Inc. Beneficial Kansas Inc.

Beneficial Management Corporation

Beneficial Maryland Inc.
Beneficial Missouri, Inc.
Beneficial Nebraska Inc.
Beneficial New Jersey Inc.
Beneficial North Carolina Inc.
Beneficial Oklahoma Inc.

Beneficial Texas Inc.
Beneficial Vermont Inc.
Beneficial Washington Inc.

Beneficial Mortgage Co. of Arizona Beneficial Mortgage Co. of Connecticut Beneficial Mortgage Co. of Idaho Beneficial Mortgage Co. of Kansas, Inc. Beneficial Mortgage Co. of Maryland Beneficial Mortgage Co. of Mississippi

Beneficial Mortgage Co. of Nevada Beneficial Mortgage Co. of South Carolina

Beneficial Mortgage Co. of Utah

Beneficial Arizona Inc. Beneficial Colorado Inc.

Beneficial Discount Co. of Virginia Beneficial Finance Services, Inc.

Beneficial Hawaii Inc. Beneficial Illinois Inc. Beneficial Iowa Inc.

Beneficial Loan Corporation of Kentucky Beneficial Management Institute, Inc.

Beneficial Mississippi Inc. Beneficial Montana Inc. Beneficial Nevada Inc. Beneficial New Mexico Inc.

Beneficial Ohio Inc.

Beneficial South Carolina Inc.

Beneficial Utah Inc.
Beneficial Virginia Inc.
Beneficial Wisconsin Inc.

Beneficial Mortgage Co. of Colorado Beneficial Mortgage Co. of Georgia Beneficial Mortgage Co. of Indiana

Beneficial Mortgage Co. of Massachusetts Beneficial Mortgage Co. of Missouri, Inc. Beneficial Mortgage Co. of North Carolina Beneficial Mortgage Co. of Oklahoma Beneficial Mortgage Co. of Texas Beneficial Mortgage Co. of Virginia

Beneficial Florida Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Florida Beneficial Homeowner Service Corporation, a Delaware corporation Beneficial Kentucky Inc., a Delaware corporation Beneficial Loan & Thrift Co., a Minnesota corporation

Beneficial Louisiana Inc., a Delaware corporation, on behalf of itself and

as successor by merger to Beneficial Mortgage Co. of Louisiana

Beneficial Maine Inc., a Delaware corporation

Beneficial Massachusetts Inc., a Delaware corporation

Beneficial Michigan Inc., a Delaware corporation

Beneficial Mortgage Corporation, a Delaware corporation

Beneficial New Hampshire Inc., a Delaware corporation on behalf of itself and as successor by merger to Beneficial Mortgage Co. of New Hampshire

Beneficial New York Inc., a New York corporation

Beneficial Oregon Inc., a Delaware corporation

Beneficial Rhode Island Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Rhode Island

Beneficial South Dakota Inc., a Delaware corporation

Beneficial Tennessee Inc., a Tennessee corporation

Beneficial West Virginia, Inc., a West Virginia corporation

Beneficial Wyoming Inc., a Wyoming corporation

Capital Financial Services Inc., a Nevada corporation

Household Finance Consumer Discount Company, a Pennsylvania corporation

Household Finance Corporation II, a Delaware corporation

Household Finance Corporation III, a Delaware corporation

Household Finance Corporation of Alabama, an Alabama corporation

Household Finance Corporation of California, a Delaware corporation

Household Finance Corporation of Nevada, a Delaware corporation

Household Finance Corporation of West Virginia, a West Virginia corporation

Household Finance Industrial Loan Company of Iowa, an Iowa corporation

Household Finance Realty Corporation of Nevada, a Delaware corporation

Household Finance Realty Corporation of New York, a Delaware corporation

Household Financial Center Inc., a Tennessee corporation

Household Industrial Finance Company, a Minnesota corporation

Household Industrial Loan Company of Kentucky, a Kentucky corporation

Household Realty Corporation, a Delaware corporation

HSBC Credit Center, Inc., a Delaware corporation

HSBC Mortgage Services Inc., a Delaware corporation

HSBC Retail Services Inc., a Delaware corporation

Mortgage One Corporation, a Delaware corporation