BK: 2021 PG: 318

Recorded: 1/25/2021 at 1:59:14.0 PM

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County Recording Fee: \$17.00 lowa E-Filing Fee: \$3.00

Combined Fee: \$20.00

**Revenue Tax:** 

LISA SMITH RECORDER Madison County, Iowa

## Prepared by:

MetaBank - Chris Mithelman, Director Portfolio Risk Management, 5501 S Broadband Lane, Sioux Falls, SD 57108 (605) 782-1730

## Return to:

Central Bank, PO Box 520, Sioux Falls, SD 57101-9936

## LIMITED POWER OF ATTORNEY

THIS LIMITED POWER OF ATTORNEY is dated this 13th day of January 2021, by METABANK, NATIONAL ASSOCIATION a federally chartered national bank ("Seller"), to be effective as of the time of Closing (as defined in the Purchase Agreement).

## WITNESSETH:

WHEREAS, Seller and CENTRAL BANK, an Iowa state-chartered bank ("Buyer"), entered into a Loan Purchase Agreement dated as of January 13, 2021 (the "Purchase Agreement"), which provides for the sale by Seller to Buyer of certain Loans;

WHEREAS, Seller and Buyer anticipate entering into other purchase agreements after the date of the Purchase Agreement referenced herein in substantially the same form as the Purchase Agreement and for substantially the same purpose ("Future Purchase Agreements," and together with the Purchase Agreement, the "Purchase Agreements"); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings giving such terms in the Purchase Agreements; and

WHEREAS, in the Purchase Agreements or in a Bill of Sale contemplated therein, Seller has agreed, from time to time, at the request of Buyer, to execute, acknowledge, and deliver to Buyer any and all instruments, documents, endorsements, assignments, information, materials, and other papers that may be reasonably required to: (i) transfer to Buyer the Loans being acquired by Buyer pursuant to the Purchase Agreements, including the Loans and Seller's interest in such collateral and files relating to such Loans, (ii) enable Buyer to bill, collect, service and administer the Loans transferred thereby, and (iii) give full force and effect to the intent and purposes of the Purchase Agreements and the Bill of Sale.

NOW, THEREFORE, for good valuable consideration, receipt of which is hereby acknowledged, Seller hereby appoints and authorizes for a period of one (1) year from the effective date of November 16, 2020, the President or any Vice President, or the Secretary or any Assistant Secretary, of Buyer as its attorney-in-fact solely for the purpose of endorsing, without recourse (except as provided in the Purchase Agreements), and recording, pursuant to the Bill of Sale and/or the Purchase Agreements, any and all

instruments, documents, endorsements, assignments, information, materials, and any other papers reasonably necessary to effectuate the assignment of the Loans, including, but not limited to, satisfactions of mortgages, assignments of mortgages, note endorsements, and similar documents (collectively, the "Collateral Instruments"), provided such limited power of attorney is not intended to and does not convey to Buyer any right to endorse or record any Collateral Instruments relating to loans other than the Loans transferred pursuant to the Purchase Agreements or Bill of Sale as described in the preceding paragraph. For purposes of clarification, the parties acknowledge that this power does not appoint or authorize Buyer to act as attorney-in-fact where so doing would be inconsistent with applicable law, and it may not be used to endorse anything that is inconsistent with any term of the Purchase Agreements or that would or could result in any loss, cost, liability or obligation on the part of Seller.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Limited Power of Attorney as of the date first written above.



STATE OF SOUTH DAKOTA)

: SS Lincoln COUNTY OF MINNEHAHA )

On this, the And day of January, 2021, before me, the undersigned officer, personally appeared Sohn C. Rokeh, who acknowledged himself/herself to be the Review officer of MetaBank, a national bank, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Veries officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

PATRICIA L SPRECHEF

Notary Public, South Dakota

My Commission expires: 12-01-2022