

Document 2021 596

Book 2021 Page 596 Type 06 009 Pages 6 Date 2/12/2021 Time 1:37:39PM

Rec Amt \$32.00

INDX ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

Recorder's Cover Sheet

Preparer Information: Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:

515-462-3731

1×6

Taxpayer Information: Dan Hutton and Melody Hutton, 621 E. Jefferson St., Winterset, IA 50273

Return Document To: Mark L. Smith, PO Box 230, Winterset, IA 50273

Grantors:

LeRoy J. Lilly and Rebecca L. Lilly

Grantees:

Dan Hutton and Melody Hutton

Legal Description:

Lot Eight (8) and the East 6 feet of Lot Seven (7) in Block Two (2) of Laughridge & Cassiday's Addition to the City of Winterset, Madison County, Iowa.

Document or instrument number if applicable:

STATE OF UTAH)		
)	SS	,
COUNTY OF SALT LAKE)		

AFFIDAVIT

- 1. My name is Jessica Jacobs. I have been first duly sworn upon my oath. I am an adult over the age of 21 years and have personal knowledge of the facts stated herein. I am inhouse counsel for Select Portfolio Servicing, Inc. and I am duly authorized to execute this Affidavit.
- 2. Select Portfolio Servicing, Inc. (hereinafter "SPS") is a mortgage loan servicing company. SPS is the loan servicer for the Trust, <u>Towd Point Master Funding Trust 2019-PM1</u> (hereinafter "Towd Trust" or "Trust"). The loan given to Leroy Lilly and Rebecca Lilly is secured by a mortgage (Book 2007, Page 1024) with the common address of 621 E. Jefferson Street, Winterset, Iowa 50273, Parcel ID Number 820000602090000 (hereinafter "Mortgage"). The Mortgage was previously part of the Towd Trust. FirstKey Mortgage, LLC (hereinafter "FirstKey") is the sole Administrator for that Trust and, as such, has the capacity to make any decision related to the handling of motgages in that Trust, including but not limited to assigning the Lilly's Mortgage from the Trust to FirstKey. SPS also holds a Limited Power of Attorney that allows SPS to act as attorney-in-fact for the Trust and would also allow SPS to execute similar assignments on behalf of the Trust.
- 3. I make the above referenced statements after review of SPS's file, as an employee in the mortgage servicing industry, as an authorized signer on behalf of SPS, and with a Limited Power of Attorney to act as attorney-in-fact for Towd Trust.

Jessica Jacobs

min bacol

Counsel

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 8th day of February in the year 2021, before me, the undersigned, personally appeared, Jessica Jacobs, personally known to me and acknowledged to me that she executed the Affidavit in her capacity, and that by her signature on the instrument, the individual executed the instrument.

Notary Public

Carmen Beramen

Prepared by: Jennifer Foster Select Portfolio Servicing, Inc. Attention: Corp Legal 3217 S. Decker Lake Dr. Salt Lake City, Utah 84119 E 3331740 B 7666 P 306-309
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/30/2020 09:21 AM
FEE \$40.00 P9s: 4
DEP RTT REC'D FOR SELECT PORTFOLIT
SERVICING INC

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Amended and Restated Servicing Agreement dated as of November 21, 2016 (the "Serving Agreement"), and the certain Joinder to Servicing Agreements (the "Joinder Agreements"; together with the Servicing Agreement, the "Agreements") by and among the Owners referenced on Schedule A attached hereto, (the "Owners") having an office at 900 Third Avenue, Suite 500, New York, NY 10022 and Select Portfolio Servicing, Inc. with an address of 3217 S. Decker Lake Dr., Salt Lake City, UT 84119, (the "Servicer").

Owners hereby make, constitute and appoint Servicer for Owners' benefit and in Owners' name, place, and stead, Owners' true and lawful attorney-in-fact, with full power of substitution, to act in connection with the servicing of mortgage loans and real property for the limited purpose of performing such acts and executing and delivering such documents as noted below:

- 1. Mortgage/trust deed assignment;
- 2. Substitution of trustee;
- 3. Deeds of conveyance (including, without limitation, warranty deeds, grant deeds and quitclaim deeds);
- 4. Trust deed reconveyance and mortgage release documents;
- 5. Partial releases:
- 6. Affidavits (including, without limitation, lost note affidavits, military affidavits and affidavits of indebtedness);
- 7. HUD-1 settlement statements;
- 8. Endorsement and deposit of checks, drafts and other negotiable instruments;
- 9. Contracts/purchase agreements for sale of real estate; and
- 10. All other normal and customary documents and acts related to the servicing and foreclosure of mortgage loans, eviction actions, and/or sale of real estate.

This appointment shall not be assigned to any third party by Servicer without the written prior consent of Owners, which may be provided in their sole discretion, and this Limited Power of Attorney shall survive unless an instrument of revocation has been made in writing by the undersigned or, with respect to the Agreements, unless such Agreement has been terminated in accordance with its terms.

Owners will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, Owners are relying upon the Servicer to undertake all necessary and prudent practices and procedures that may be necessary to confirm the accuracy of such items.

Any third party may rely upon this Limited Power of Attorney, and shall be entitled to rely on a writing signed by the Servicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Servicer for all purposes contemplated by this Limited Power of Attorney.

Servicer shall not be obligated to furnish bond or other security in connection with its actions hereunder.

Nothing in this Limited Power of Attorney shall be construed to prevent Owners from acting on their behalf as the Owners of the mortgage loans and/or the related real property.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, FirstKey Mortgage, LLC, a Florida limited liability company, not in its individual capacity, but solely as Administrator for the Owners referenced in Schedule A attached hereto, and on behalf of the Owners to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this day of December, 2020.

behalf by a duly elected and authorized signatory this 42 day of December, 202	
On behalf of the Owners referenced on Scholar By: FirstKey Mortgage, LLC, a Florida limitability company, not in its individual capa solely as Administrator By: Name: Susan Sinn Title: Authorized Signatory	ited
Witness: Printed Name: Foster West Witness: Printed Name: Jordan Epstein	
State of New York County of New York On the 4th day of Security in the year 2020 before me persona to me known, who, being by me duly sworn, d and say that he/she/they have a place of business at 200 find for 5th fine / New 10th for 10th And 10th	lly came
and say that he she they have a place of business at got find And 5th May ! Now year Ny 100	d depose
place of business is in a city, include the street and street number, if any, thereof); that he is (are) the full business of significant (president or other officer or director or attorned duly appointed) and 515 (name of corporation), the corporation described which executed the above instrument; and that he/she/they signed his/he/their name(s) to authority of the board of directors of said corporation.	ey in fact of the ed in and
WITNESS my hand and official seal	
JOSE CHAVEZ NOTARY PUBLIC, STATE OF NEW YORK My Commission Expires: Registration No. 01CH6139294 Qualified in Westchester County My Commission Expires: 01103/2022	

Schedule A

Towd Point Master Funding Trust 2017-PM3	Towd Point Master Funding Trust 2018-PM20
Towd Point Master Funding Trust 2017-PM13	Towd Point Master Funding Trust 2018 -PM21
Towd Point Master Funding Trust AG 2017 –PM13	Towd Point Master Funding Trust 2018-PM23
Towd Point Master Funding Trust 2017-PM13 HC	Towd Point Master Funding Trust 2018-PM24
Towd Point Master Funding Trust 2017-PM14	Towd Point Master Funding Trust BOA Legacy 2018
Towd Point Master Funding Trust 2016-4 RP	Towd Point Master Funding Trust CITI Legacy 2018
Towd Point Master Funding Trust 2017-PM15	Towd Point Master Funding Trust CS Legacy 2018
Towd Point Master Funding Trust 2016-3 RP	Towd Point Master Funding Trust JPM Legacy 2018
Towd Point Master Funding Trust 2017 -PM16	Towd Point Master Funding Trust 2018-PM24 HC
Towd Point Master Funding Trust 2017-PM17	Towd Point Master Funding Trust 2017-6RP
Towd Point Master Funding Trust 2017-PM19	Towd Point Master Funding Trust 2018-PM25
Towd Point Master Funding Trust 2017-PM20	Towd Point Master Funding Trust 2019-PM1
Towd Point Master Funding Trust 2017-PM20 HC	Towd Point Master Funding Trust 2018-PM26
Towd Point Master Funding Trust 2018-PM2	Towd Point Master Funding Trust 2018-PM28
Towd Point Master Funding Trust 2018-PM3	Towd Point Master Funding Trust 2019-2RP
Towd Point Master Funding Trust 2018-PM4	Towd Point Master Funding Trust 2018-1RP
Towd Point Master Funding Trust 2018-PM5	Towd Point Master Funding Trust 2019-PM3
Towd Point Master Funding Trust 2018-PM6	Towd Point Master Funding Trust 2018-2RP
Towd Point Master Funding Trust 2017-1RP	Towd Point Master Funding Trust 2019-PM5
Towd Point Master Funding Trust 2018 -PM10	Towd Point Master Funding Trust 2018-3RP
Towd Point Master Funding Trust 2018-PM10 HC	Towd Point Master Funding Trust 2019-PM6
Towd Point Master Funding Trust 2017-2RP	Towd Point Master Funding Trust 2019-PM8
Towd Point Master Funding Trust 2018-PM11	Towd Point Master Funding Trust 2019-PM11
Towd Point Master Funding Trust 2018-PM12	Towd Point Master Funding Trust 2019-PM1 RP
Towd Point Master Funding Trust 2018-PM13	Towd Point Master Funding Trust 2018-4RP
Towd Point Master Funding Trust WFS Legacy 2018	Towd Point Master Funding Trust 2019-PM9
Towd Point Master Funding Trust 2017-3RP	Towd Point Master Funding Trust 2019-PM12
Towd Point Master Funding Trust 2018-PM16	Towd Point Master Funding Trust 2019-PM10
Towd Point Master Funding Trust 2017-4RP	Towd Point Master Funding Trust 2018-5RP
Towd Point Master Funding Trust 2018-PM17	Towd Point Master Funding Trust 2019-PM14
Towd Point Master Funding Trust 2018-PM18	Towd Point Master Funding Trust 2019-PM13
Towd Point Master Funding Trust 2018-PM19	Towd Point Master Funding Trust 2019 -3RP
Towd Point Master Funding Trust 2018-PM7	Towd Point Master Funding Trust 2019-4RP
Towd Point Master Funding Trust 2018-PM14	Towd Point Master Funding Trust 2019-PM15
Towd Point Master Funding Trust 2019 -PM2	Towd Point Master Funding Trust 2020-PM2
Towd Point Master Funding Trust 2019 –PM4	Towd Point Master Funding Trust 2020-PM3
Towd Point Master Funding Trust 2020-1RP	Towd Point Master Funding Trust 2020-MH1 RP
Towd Point Master Funding Trust 2020-PM3 HC	Towd Point Master Funding Trust 2018-6RP
Towd Point Master Funding Trust 2019-HY2 RP	Towd Point Master Funding Trust 2017 -NP1
Towd Point Master Funding Trust 2019-3RP A	Towd Point Master Funding Trust 2020-PM4
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