



Document 2024 545

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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Preparer Information: Mark L. Smith, PO Box 230, Winterset, IA 50273; 515-462-3731
Return to: Mark L. Smith, PO Box 230, Winterset, IA 50273; 515-462-3731

AFFIDAVIT

STATE OF IOWA, COUNTY OF MADISON, ss:

I, Mark L. Smith, being first duly sworn upon oath, state:

1. This Affidavit pertains to the following described legal:

Lot Seventeen (17) of Northwest Development, Plat One (1), to the City of Winterset, Madison County, Iowa.

2. I am an attorney practicing in Madison County, Iowa.

3. After diligent search, I have located a true and correct copy of a Limited Power of Attorney granting FirstKey Mortgage, LLC, the right to act on behalf of State Farm Bank, F.S.B.

Mark L. Smith

Subscribed and sworn to before me by the said Mark L. Smith on this 13 day of March, 2024.

Notary Public in and for the State of Iowa



1628780850353-4-1-1--
Garcia

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Westcor Land Title Insurance Co
600 W Germantown Pike, Suite 450
Plymouth Meeting, PA 19462

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that State Farm Bank, F.S.B., a federal savings association organized and existing under the laws of the United States and having its principal place of business at One State Farm Plaza, Bloomington, IL 61710 as seller (the "Seller") pursuant to that Mortgage Loan Purchase Agreement, among J.P. Morgan Mortgage Acquisition Corp. (the "Owner"), REOCO, Inc. and the Seller, dated as of September 22, 2020 (the "Agreement"), hereby constitutes and appoints FirstKey Mortgage, LLC, a Florida limited liability company (the "Successor Servicer"), the Seller's true and lawful Attorney-in-Fact, in the Seller's name, place and stead, in connection with all mortgage loans, home equity lines of credit listed on Schedule A hereto (the "Assets"), for the purpose of performing all acts and executing all documents in the name of the Seller as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions (the "Transactions") in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively), line of credit agreements and promissory notes secured thereby (the "Mortgage Notes") related to the Assets.

This appointment shall apply to the following enumerated transactions only:

1. To receive, endorse and collect all checks, drafts and other negotiable instruments made payable to the Seller representing any payment on account of an Asset for deposit in the appropriate account.
2. The modification or re-recording of a Mortgage or Deed 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.
3. 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 execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same.

6. The full satisfaction/release/reconveyance 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.
7. The execution, acknowledgement, sealing and delivery of transfer documents (including, but not limited to, assignments of Mortgage or Deed of Trust, endorsements of Mortgage Notes or allonges thereto and any other transfer documents, including real estate owned property deeds to end purchasers) to effect the execution, delivery, conveyance and/or recordation or filing thereof.
8. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
9. All settlement and modification agreements for each Mortgage Asset or mortgaged property.
10. The execution, assignment and delivery all documentation required (i) to foreclose on a Mortgage Asset or otherwise enforce the rights under such Mortgage, Deed of Trust and the related Mortgage Note in Owner or its designee's own name, or (ii) to correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by the Seller.
11. To prosecute or defend any litigation concerning the Mortgage, the Mortgage Note, the mortgaged property and/or the mortgagor, and the preparation and execution of such documents and performance of such other actions as may be necessary in such litigation and in resolution of such litigation.
12. 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 and all of the following acts, but specifically excluding affidavits or other sworn statements:
 - a. the substitution of trustee(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 12(a) through 12(e), above.

All actions heretofore taken by Successor Servicer, which Successor Servicer could properly have taken pursuant to this Limited Power of Attorney, be, and hereby are, ratified and affirmed. This Limited Power of Attorney is coupled with an interest and shall remain in force for so long as the Seller has or may have any unperformed obligation to Owner, under or in respect of any of the Transactions enumerated above with respect to any Asset, and shall be irrevocable during that time.

This Limited Power of Attorney is expressly limited to the purposes set forth above, shall not be interpreted as a general power of attorney, and shall have no force or effect except as to matters pertaining to the Agreement.

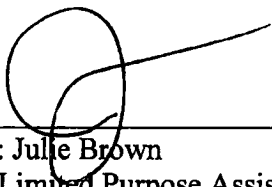
The authority granted to the attorney-in-fact by this Limited Power of Attorney is not transferable to any other party or entity.

The Successor Servicer hereby agrees to indemnify and hold the Seller harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Successor Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

This Limited Power of Attorney shall be effective as of December 28, 2020.

IN WITNESS WHEREOF, the Seller, has caused this Limited Power of Attorney to be executed in its name by its duly authorized Limited Purpose Assistant Secretary this 6th day of January, 2021.

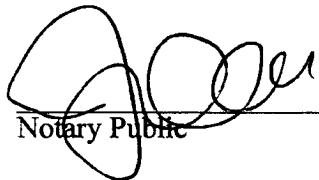
STATE FARM BANK, F.S.B.

By: 
Name: Julie Brown
Title: Limited Purpose Assistant Secretary

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 6th day of January 2021, before me, a notary public in the above county and state, the undersigned, Julie Brown, who acknowledged herself to be the Limited Purpose Assistant Secretary of State Farm Bank, F.S.B., a federal savings association duly organized under the laws of the United States and that she being authorized to do so, executed the foregoing instrument for the purposes therein contained, on behalf of the federal savings association, and she acknowledged the execution of said instrument to be the voluntary act and deed of such federal savings association.

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


Notary Public

My Commission Expires: 03/25/2023



JENNIFER DALLER
My Commission Expires
March 25, 2023
St. Louis County
Commission #15026816