

Document 2015 3472

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Fee Amount: \$47.00

**Revenue Tax:** 

**LISA SMITH RECORDER** Madison County, Iowa

ANNO SCAN CHEK

**After Recording Return to:** 

**Gregory Funding LLC** PO BOX 25430 Portland, OR 97298

## **Power of Attorney**

Description: Certified copy of recorded POA dated January 30, 2014

Assignor: RBSHD 2013-1 TRUST

Assignee: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, not in its individual capacity but solely as Owner Trustee

### 2015-0219895

05/27/2015 12:54 PM Fee: \$ 33.00

Page 1 of 7

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

RFD 1st Pg Adti Pg Misc DA **PCOR** Long NCOR SMF NCHG T:

TRA: DTT:

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

T.D. Service co.

AND WHEN RECORDED MAIL TO: 4000 w. metropulitands Suite 400 orange, C.A. 92868

Limited Power

# THIS AREA FOR RECORDER'S **USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (\$3:00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 06/2007)

43

RECORDING REQUESTED BY:
TD Service Company

WHEN RECORDED MAIL TO: TD Service Company 4000 W Metropolitan Drive, Suite 400 Orange, CA 92868

Recorded in Official Records, Orange County

Hugh Nguyen, Clerk-Recorder

\*\*SR 0 0 0 6 6 5 5 4 7 9 \$ \*\*

2014000158356 10:41 am 04/25/14

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

LIMITED POWER OF ATTORNEY

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#### LIMITED POWER OF ATTORNEY (RMS ASSET MANAGEMENT)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RBSHD 2013-1 Trust (the "Issuer"), by and through Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as owner trustee (the "Owner Trustee") pursuant to that Servicing Agreement, dated as of September 30, 2013 (the "Agreement"), among Rushmore Loan Management Services LLC ("Rushmore"), as a servicer, Specialized Loan Servicing LLC, as a servicer, the Issuer, Wells Fargo Bank, N.A., as paying agent, Christiana Trust, a division of Wilmington Savings Fund Society, FSB, in its capacity as indenture trustee (the "Indenture Trustee") and RMS Asset Management, LLC (RMS), as credit risk manager, hereby constitutes and appoints RMS, by and through RMS's officers, the Issuer's true and lawful Attorney-in-Fact, in the Issuer's name, place and stead and for the Issuer's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Issuer as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Issuer (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. 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.
- The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
- 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.

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- 4. The completion of loan assumption agreements.
- The full satisfaction/release 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.
- 6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. 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.
- 8. 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:
  - 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 8(a) through 8(e), above.

The execution and delivery of this Limited Power of Attorney by the Issuer shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Issuer or RMS in or under the Agreement (other than a discharge of the obligations of the Issuer under the Agreement to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Issuer and RMS. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Issuer and RMS and their respective successors and assigns; provided, however, that RMS shall

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not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Issuer, and any such purported assignment without such consent shall be void and of no effect.

This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of September 30, 2013.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Nothing contained herein shall (i) limit in any manner any indemnification provided by RMS to the Owner Trustee under the Agreement, or (ii) be construed to grant RMS the power to initiate or defend any suit, litigation or proceeding in the name of Christiana Trust, a division of Wilmington Savings Fund Society, FSB in its individual capacity. If RMS receives any notice of suit, litigation or proceeding in the name of Christiana Trust, a division of Wilmington Savings Fund Society, FSB in its individual capacity, then RMS shall promptly forward a copy of same to Christiana Trust, a division of Wilmington Savings Fund Society, FSB.

This Limited Power of Attorney is not intended to extend the powers granted to RMS under Agreement or to allow RMS to take any action with respect to security instruments or promissory notes (or other evidence of indebtedness) not authorized by the Indenture or the Agreement.

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IN WITNESS WHEREOF, RBSHD 2013-1 Trust, as the Issuer has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 30<sup>th</sup> day of January, 2014.

RBSHD 2013-1 TRUST, as Issuer

By: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, not in its individual capacity but solely as Owner Trustee

Name: Jeff Everhart

Title: Assistant Vice President

Witness: Donna Lockerman

Gulia Daydardh Witness: Yulia Davydovitch

ŢŃÓŦARIAL SEAL]

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On January 30, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_Jeff Everhart of CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, as the Owner Trustee on behalf of the Issuer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

ion Expires COUP 10, 2019

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THIS IS A CERTIFIED COPY OF THE RECORD IF IT BEARS THE SEAL, AND SIGNATURE OF THE ORANGE COUNTY CLERK-RECORDER.

DATE: 5/20/2015

CERTIFICATION FEE: 6.00

COUNTY CLERK-RECORDER

Jugh nyuyen

ORANGE COUNTY STATE OF CALIFORNIA

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Assessor - Count of the sist of California Country of the state of California

Cert

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