Document 2019 2131

Book 2019 Page 2131 Type 06 008 Pages 4 Date 7/15/2019 Time 1:09:38PM 1:09:38PM Time

Rec Amt \$22.00

INDX **ANNO** SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK

180001853

000 0076

RECORDING REQUESTED BY: LoanCare, LLC

AND WHEN RECORDED MAIL TO: LoanCare, LLC

KAddress

City State Zip

3687 Sentary way Virginia Beach, VA 23452

RETURN TO: Priority Title & Escrow, LLC 607 Lynnhaven Pkwy. Virginia Beach, VA 23452

Document Proported By: Andrew Stevener

SPACE ABOVE THIS LINE FOR RECORDER'S USE



LIMITED POWER OF ATTORNEY

CIT Bank, N.A. ("Lender/Servicer"), having its principal place of business at 1 CIT Drive, Livingston, NJ 07039, as the authorizing Party, hereby appoints LoanCare LLC ("Subservicer"), having its principal place of business at 3637 Sentara Way, Virginia Beach, VA 23452, as its true and lawful attorney-in-fact to act in the name, place and stead of CIT Bank, N.A. for the purposes set forth below, but solely with respect to LoanCare, LLC's obligations pursuant to the Subservicing Agreement, dated as of December 21, 2017, between CIT Bank, N.A and LoanCare, LLC, and any subsequent Agreements between CIT Bank, N.A., and LoanCare, LLC and any amendments or SOWs. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed to them in the Agreement.

- 1. Subservicer as attorney-in-fact is hereby authorized, and empowered, as follows:
 - a. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, assumptions, tax authority notifications and declarations, deeds – including quitclaim and special warranty deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect their execution, delivery, conveyance, recordation or filing provided that (i) such action does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement
 - b. To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of sale, notices of rescission, foreclosure deeds, substitutions of trustee under deeds of trust, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, other actions and execution of documents necessary to protect the interest of Lender/Servicer in any Bankruptcy proceeding, and other documents or notice filings on behalf of Lender/Servicer in connection with insurance, foreclosure, bankruptcy and eviction actions.

- c. To endorse any checks or other instruments received by Subservicer and made payable to Lender/Servicer in respect of the subservicing performed by Subservicer pursuant to the Agreement.
- d. To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes Subservicer to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
- e. To do any other act or complete any other document that arises in the normal course of servicing of all Loans and REO, as defined in, and subject to the terms of, the Agreement.
- f. To perform any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the Loans, including, without limitation, delegating the authority granted herein to necessary third parties, including but not limited to law firms or trust companies and each of their officers, directors, employees, agents and assigns.
- 2. Lender/Servicer 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 as fully as Lender/Servicer might or could do. This Appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, of powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.
- 3. This limited power of attorney is not intended to extend the powers granted to the Subservicer under the Agreement or to allow the Subservicer to take any actions with respect to Mortgages, Deed of Trust or Mortgage Notes not authorized by the Agreement.
- 4. 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.
- 5. This Limited Power of Attorney shall be in full force and effect until revoked or terminated by Lender/Servicer. Unless a third party has received notice that this Limited Power of Attorney has been revoked or terminated by Lender/Servicer, such third party may rely upon the exercise of the power granted under this Limited Power of Attorney. For the avoidance of doubt, this provision is not a waiver of any claims that Lender/Servicer may have against Subservicer for any unlawful or improper use of this Limited Power of Attorney by Subservicer.

[signatures on following page]

000 0078

I, David Rodriguez, being the Director of Mortgage Servicing for CIT Bank, N.A., am a duly authorized corporate officer and am authorized to grant this power of attorney on behalf of Lender/Servicer on this 21 day of February 2018.

[WITNESS]

[DATE]

[WITNESS]

[WITNESS]

[DATE]

[WITNESS]

[DATE]

CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas			
County of Travis			
Before me,	ly Todd	(insert the name	and character of the
on this day personally appeared _ proved to me on the oath of	Pavid	Rodriguez	, known to me (or
proved to me on the oath of	NIX	or through _	Drivers License
(description of identity card or ot	her document) t	o be the person who	ose name is subscribed to
the foregoing instrument and ack	nowledged to m	e that he/she execut	ed the same for the purposes
and consideration therein express	ed.		
(Seal)			
Given under my hand and	seal of office th	nis d F,EB r <u>2</u>	7 2018 , 20
			1 - 10

TIMOTHY TODIO
Notary ID #131291396
My Commission Expires
September 22, 2021

(Notary's Signature) Timothy Todd Notary Public, State of Texas

INSTRUMENT 180001853
RECORDED IN THE CLERK'S OFFICE OF
WINCHESTER CIRCUIT COURT ON
August 28, 2018 AT 09:13 AM
TERRY H. WHITTLE, CLERK
RECORDED BY: EER