



Book 2021 Page 2472

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by & Return to: ^(X) Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52057 (563) 927-4164

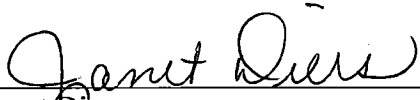
AFFIDAVIT

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

The undersigned after being duly sworn on oath states as follows:

1. I obtained the attached Power of Attorney by initially calling the phone number of the document preparer stated on the Assignment of Mortgage recorded in Book 2015, Page 3043.
2. I was given another phone number to call which led me to the Paid Out Processing Department of OneMain Financial where the Power of Attorney was emailed to me from.
3. I verily believe it to be a true and accurate copy of the original document.

Dated this 8th day of July, 2021.

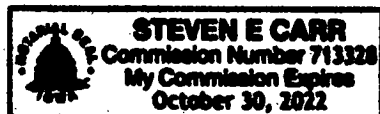


Janet Diers

Subscribed and sworn to before me by Janet Diers this 8th day of July, 2021.



Notary Public in and for the State of Iowa



LIMITED POWER OF ATTORNEY

Dated as of July 18, 2013

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Purchase Agreement, by and among SpringCastle Acquisition LLC, a Delaware limited liability company ("SpringCastle Acquisition"), HSBC Finance Corporation, a Delaware corporation, solely with respect to its obligations under Section 11.19 thereof and in its capacity as Seller Representative, and the Persons listed on Schedule 1.01(a) thereto (each, a "Seller" and, collectively, "Sellers"), made and entered into as of March 5, 2013 (the "Purchase Agreement"), Sellers agreed to sell, and SpringCastle Acquisition agreed to purchase, certain personal homeowner loans (the "Loans");

WHEREAS, SpringCastle Acquisition has assigned its rights to purchase the Purchased Assets to SpringCastle America, LLC ("America"), SpringCastle Credit, LLC ("Credit"), SpringCastle Finance, LLC ("Finance"), and Wilmington Trust, National Association, in its capacity as loan trustee to America, Credit and Finance, respectively (the "Loan Trustee," and together with America, Credit and Finance, each a "Purchaser" and together the "Purchasers"), pursuant to the Omnibus Assignment and Assumption Agreement of even date herewith (the "Omnibus Assignment and Assumption Agreement") among SpringCastle Acquisition, America, Credit, Finance and Loan Trustee, and each Purchaser has purchased the portion of the Loans at closing of the Purchase Agreement as allocated under Omnibus Assignment and Assumption Agreement;

WHEREAS, (i) America transferred all its right, title and interest to the Loans to SpringCastle America Funding, LLC ("America Funding") and Wilmington Trust, National Association, in its capacity as loan trustee to America Funding (the "America Funding Subsequent Loan Trustee"), pursuant to the Loan Purchase Agreement dated as of April 1, 2013 among America, the Initial Loan Trustee, America Funding and the America Funding Subsequent Loan Trustee (the "America Funding Loan Purchase Agreement"); (ii) Credit transferred all its right, title and interest to the Loans to SpringCastle Credit Funding, LLC ("Credit Funding") and Wilmington Trust, National Association, in its capacity as loan trustee to Credit Funding (the "Credit Funding Subsequent Loan Trustee"), pursuant to the Loan Purchase Agreement dated as of April 1, 2013 among Credit, the Initial Loan Trustee, Credit Funding and the Credit Funding Subsequent Loan Trustee (the "Credit Funding Loan Purchase Agreement"); and (iii) Finance transferred all its right, title and interest to the Loans to SpringCastle Finance Funding, LLC ("Finance Funding") and Wilmington Trust, National Association, in its capacity as loan trustee to Finance Funding (the "Finance Funding Subsequent Loan Trustee," and together with America Funding Subsequent Loan Trustee and Credit Funding Subsequent Loan Trustee, the "Subsequent Loan Trustee," and the Subsequent Loan Trustee together with America Funding, Credit Funding and Finance Funding, each a "Subsequent Purchaser" and together the "Subsequent Purchasers"), pursuant to the Loan Purchase Agreement dated as of April 1, 2013 among Finance, the Initial Loan Trustee, Finance Funding and the Finance Funding Subsequent Loan Trustee (the "Finance Funding Loan Purchase Agreement"), and together with the America Funding Loan Purchase Agreement and the Credit Funding Loan Purchase Agreement, the "Loan Purchase Agreements"), in each case effective on April 1, 2013;

WHEREAS, the Subsequent Purchasers have engaged Springleaf Consumer Loan, Inc. ("Springleaf Consumer Loan") and Springleaf Mortgage Services, Inc. ("Springleaf Mortgage Services") to perform certain servicing with respect to the Loans;

WHEREAS, at the request of the Initial Purchasers and the Subsequent Purchasers, each Seller is providing this Limited Power of Attorney to Springleaf Consumer Loan and Springleaf Mortgage Services pursuant to Section 7.18 of the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, each Seller does hereby make, constitute and appoint each of Springleaf Consumer Loan and Springleaf Mortgage Services, as such Seller's true and lawful agent and attorney-in-fact with respect to each Loan in such Seller's name, place and stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Loan vests in the applicable Subsequent Purchaser as provided in the applicable Loan Purchase Agreements, and (c) for any other transfer of record title which is required with respect to the Loans or the underlying security interest related to each Loan; (ii) to ensure that each promissory note related to each Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Loans and (iv) to cure any other defects associated with any other document or instrument with respect to a Loan.

This Limited Power of Attorney may be utilized fully to all intents and purposes as the applicable Seller might or could do if personally present, hereby ratifying and confirming all that each of Springleaf Consumer Loan and Springleaf Mortgage Services as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

The enumeration of particular powers herein is not intended in any way to limit the grant to each of Springleaf Consumer Loan and Springleaf Mortgage Services as each Seller's attorney-in-fact of full power and authority with respect to the Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as the applicable Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of any Seller not specifically described herein. Each Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of Article III below. Any and all third parties dealing with each of Springleaf Consumer Loan and Springleaf Mortgage Services as Sellers' attorney-in-fact may rely completely, unconditionally and conclusively on the authority of such Purchaser, as applicable, and need not make any inquiry about whether Springleaf

Consumer Loan or Springleaf Mortgage Services is acting pursuant to the Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by either Springleaf Consumer Loan or Springleaf Mortgage Services that any particular Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by each Purchaser shall be binding on the applicable Seller and the applicable Seller's successors and assigns.

ARTICLE III

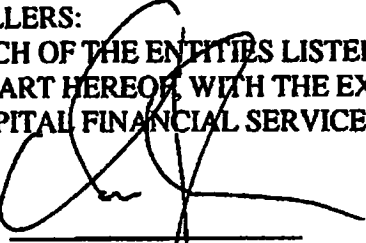
The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on April 1, 2016 (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date ✓

Nothing herein shall be deemed to amend or modify the Purchase Agreement or the respective rights, duties or obligations of Sellers under the Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

IN WITNESS WHEREOF, Sellers have caused this instrument to be executed by its officer duly authorized as of the date first written above.

SELLERS:

EACH OF THE ENTITIES LISTED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF, WITH THE EXCEPTION OF HSBC RETAIL SERVICES INC. AND CAPITAL FINANCIAL SERVICES INC.

By: 

Name: Donald J. Scarcello

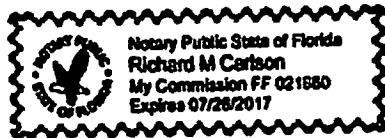
Title: Vice President

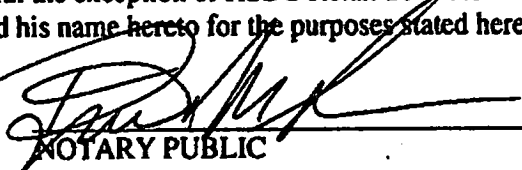
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

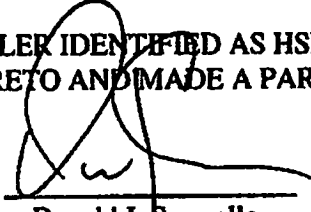
On this 8th day of August 2013, before me, a notary public in and for the State of Florida, appeared Donald J. Scarcello, who is known to me to be a Vice President of each of the entities listed on Schedule 1 attached hereto with the exception of HSBC Retail Services Inc. and Capital Financial Services Inc., and who signed his name hereto for the purposes stated herein.

[SEAL]




NOTARY PUBLIC

SELLER IDENTIFIED AS HSBC RETAIL SERVICES INC. ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF

By: 

Name: Donald J. Scarcello

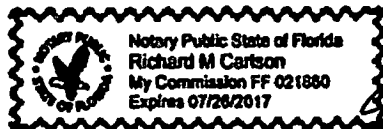
Title: Senior Vice President

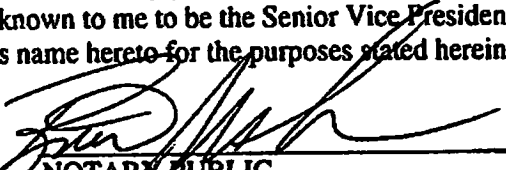
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 8th day of August 2013, before me, a notary public in and for the State of Florida, appeared Donald J. Scarcello, who is known to me to be the Senior Vice President of HSBC Retail Services Inc., and who signed his name hereto for the purposes stated herein.

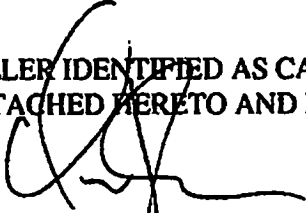
[SEAL]




NOTARY PUBLIC

(Signature Page to Limited Power of Attorney)

SELLER IDENTIFIED AS CAPITAL FINANCIAL SERVICES INC. ON SCHEDULE 1
ATTACHED HERETO AND MADE A PART HEREOF

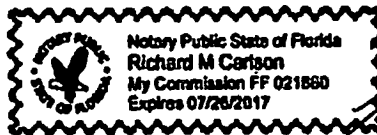
By: 
Name: Donald J. Scarcello
Title: Assistant Vice President

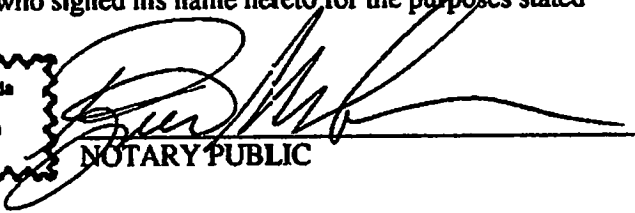
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 8th day of August 2013, before me, a notary public in and for the State of Florida, appeared Donald J. Scarcello, who is known to me to be an officer of the companies stated above and identified as Sellers, and who signed his name hereto for the purposes stated herein.

[SEAL]




NOTARY PUBLIC

Schedule 1**Sellers**

Beneficial Connecticut Inc., a Delaware corporation
 Beneficial Consumer Discount Company, a Pennsylvania corporation
 Beneficial Credit Services Inc., a Delaware corporation
 Beneficial Credit Services of Mississippi Inc., a Delaware corporation
 Beneficial Credit Services of South Carolina Inc., a Delaware corporation
 Beneficial Financial I Inc., a California corporation, on behalf of itself and as successor by merger to the following:

Beneficial Alabama Inc.	Beneficial Arizona Inc.
Beneficial California Inc.	Beneficial Colorado Inc.
Beneficial Delaware Inc.	Beneficial Discount Co. of Virginia
Beneficial Finance Co. of West Virginia	Beneficial Finance Services, Inc.
Beneficial Georgia Inc.	Beneficial Hawaii Inc.
Beneficial Idaho Inc.	Beneficial Illinois Inc.
Beneficial Indiana Inc.	Beneficial Iowa Inc.
Beneficial Kansas Inc.	Beneficial Loan Corporation of Kentucky
Beneficial Management Corporation	Beneficial Management Institute, Inc.
Beneficial Maryland Inc.	Beneficial Mississippi Inc.
Beneficial Missouri, Inc.	Beneficial Montana Inc.
Beneficial Nebraska Inc.	Beneficial Nevada Inc.
Beneficial New Jersey Inc.	Beneficial New Mexico Inc.
Beneficial North Carolina Inc.	Beneficial Ohio Inc.
Beneficial Oklahoma Inc.	Beneficial South Carolina Inc.
Beneficial Texas Inc.	Beneficial Utah Inc.
Beneficial Vermont Inc.	Beneficial Virginia Inc.
Beneficial Washington Inc.	Beneficial Wisconsin Inc.
Beneficial Mortgage Co. of Arizona	Beneficial Mortgage Co. of Colorado
Beneficial Mortgage Co. of Connecticut	Beneficial Mortgage Co. of Georgia
Beneficial Mortgage Co. of Idaho	Beneficial Mortgage Co. of Indiana
Beneficial Mortgage Co. of Kansas, Inc.	Beneficial Mortgage Co. of Massachusetts
Beneficial Mortgage Co. of Maryland	Beneficial Mortgage Co. of Missouri, Inc.
Beneficial Mortgage Co. of Mississippi	Beneficial Mortgage Co. of North Carolina
Beneficial Mortgage Co. of Nevada	Beneficial Mortgage Co. of Oklahoma
Beneficial Mortgage Co. of South Carolina	Beneficial Mortgage Co. of Texas
Beneficial Mortgage Co. of Utah	Beneficial Mortgage Co. of Virginia

Beneficial Florida Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Florida
 Beneficial Homeowner Service Corporation, a Delaware corporation
 Beneficial Kentucky Inc., a Delaware corporation
 Beneficial Loan & Thrift Co., a Minnesota corporation
 Beneficial Louisiana Inc., a Delaware corporation, on behalf of itself and

as successor by merger to Beneficial Mortgage Co. of Louisiana
 Beneficial Maine Inc., a Delaware corporation
 Beneficial Massachusetts Inc., a Delaware corporation
 Beneficial Michigan Inc., a Delaware corporation
 Beneficial Mortgage Corporation, a Delaware corporation
 Beneficial New Hampshire Inc., a Delaware corporation on behalf of itself and
 as successor by merger to Beneficial Mortgage Co. of New Hampshire
 Beneficial New York Inc., a New York corporation
 Beneficial Oregon Inc., a Delaware corporation
 Beneficial Rhode Island Inc., a Delaware corporation, on behalf of itself and
 as successor by merger to Beneficial Mortgage Co. of Rhode Island
 Beneficial South Dakota Inc., a Delaware corporation
 Beneficial Tennessee Inc., a Tennessee corporation
 Beneficial West Virginia, Inc., a West Virginia corporation
 Beneficial Wyoming Inc., a Wyoming corporation
 Capital Financial Services Inc., a Nevada corporation
 Household Finance Consumer Discount Company, a Pennsylvania corporation
 Household Finance Corporation II, a Delaware corporation
 Household Finance Corporation III, a Delaware corporation
 Household Finance Corporation of Alabama, an Alabama corporation
 Household Finance Corporation of California, a Delaware corporation
 Household Finance Corporation of Nevada, a Delaware corporation
 Household Finance Corporation of West Virginia, a West Virginia corporation
 Household Finance Industrial Loan Company of Iowa, an Iowa corporation
 Household Finance Realty Corporation of Nevada, a Delaware corporation
 Household Finance Realty Corporation of New York, a Delaware corporation
 Household Financial Center Inc., a Tennessee corporation
 Household Industrial Finance Company, a Minnesota corporation
 Household Industrial Loan Company of Kentucky, a Kentucky corporation
 Household Realty Corporation, a Delaware corporation
 HSBC Credit Center, Inc., a Delaware corporation
 HSBC Mortgage Services Inc., a Delaware corporation
 HSBC Retail Services Inc., a Delaware corporation
 Mortgage One Corporation, a Delaware corporation



STATE OF FLORIDA-PINELLAS COUNTY

I hereby certify that the foregoing is a true
 copy as recorded in the official records of
 Pinellas County.

This 13 day of April, 2013

KEN BURKE

Clerk of Circuit Court & Comptroller

By: *[Signature]*
 Deputy Clerk