

Recorded: 3/2/2023 at 3:16:14.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 482

County Recording Cover Page

(Space above this line reserved for recording office use)

Document Title: Power of Attorney
(Mortgage, Deed, Etc.)

Return Document To / Prepared By:

NewRez LLC d/b/a Shellpoint Mortgage Servicing
75 Beattie Place, Suite 300
Greenville, South Carolina 29601

LIMITED POWER OF ATTORNEY

New Residential Mortgage LLC (the "Owner/Servicer"), a Delaware limited liability company, whose address is 1345 Avenue of the Americas, 45th Floor, New York, New York 10105, constitutes and appoints New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing (the "Subservicer"), a Delaware limited liability company, its true and lawful attorney-in-fact, in its name, place and stead, in each case in accordance with the terms of that certain Subservicing Agreement entered into between Owner/Servicer and Subservicer on November 29, 2017 (the "Subservicing Agreement"), to take the following designated actions in connection with any mortgage loan or real estate owned property (each, a "Mortgage Loan") owned by the Owner/Servicer and subserviced by the Subservicer pursuant to the Subservicing Agreement:

1. receive, endorse and collect all checks or other instruments and satisfactions of Mortgage Loan or other security instruments;
2. execute any document/instrument to assign or endorse any Mortgage, deed of trust, promissory note or other instrument related to the Mortgage Loans;
3. correct any assignment, mortgage, deed of trust or promissory note or other instrument related to the Mortgage Loans;
4. complete and execute lost note affidavits or other lost document affidavits related to the Mortgage Loans;
5. issue title requests and instructions related to the Mortgage Loans;
6. declare defaults with respect to a Mortgage Loan or Mortgaged Property;
7. give notices of intention to accelerate and of acceleration and of any notice as reasonably necessary or appropriate;
8. post all notices as required by law and the Mortgage Loan Documents, including the debt instruments and the instruments securing a Mortgage Loan in order to foreclose or otherwise enforce the security instruments;
9. pursue appropriate legal action and conduct of the foreclosure or other form of sale and/or liquidation, issue binding instructions with respect to such sale, executing all documents including all deeds and conveyances necessary to effect such sale and/or liquidation; provided that the Subservicer shall initiate all actions, suits and / or proceedings solely in Grantor's name and shall indicate Subservicer's representative capacity;
10. conduct eviction or similar dispossessory proceedings;
11. take possession of collateral in Grantor's name on behalf of Grantor;

12. execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of Mortgaged Property by foreclosure or other process, including but not limited to grant, warranty, quit claim and statutory deeds or similar instruments of conveyance;

13. execute any documents or instruments in connection with any bankruptcy or receivership of an obligor or mortgagor on a Mortgage Loan;

14. file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including but not limited to, any deficiency amounts due following foreclosure or other acquisition or disposition of Mortgaged Property;

15. prepare, collect, and execute all necessary documents to file claims with insurers, Agencies, prior servicers, originators, and other contract counterparties on behalf of Grantor;

16. assign, convey, accept, or otherwise transfer the interest in any Mortgaged Property on behalf of Grantor; and

17. take such other actions and exercise such rights which may be taken by Grantor with respect to any Mortgaged Property, including but not limited to, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.

The Owner/Servicer further grants to the Subservicer as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that the Subservicer may lawfully perform in exercising those powers by virtue thereof.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against the Owner/Servicer. The Owner/Servicer shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of the Owner/Servicer pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that the Owner/Servicer is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.

This Limited Power of Attorney shall continue in full force and effect unless terminated in writing by an officer of the Owner/Servicer so authorized to do so (a "Revocation").

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the attorney-in-fact hereunder to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of such attorney-in-fact for all purposes of this Limited Power of Attorney, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless such third party has received actual written notice of a Revocation.

No attorney-in-fact hereunder shall be obligated to furnish a bond or other security in connection with its actions hereunder.

The Owner/Serviceer authorizes the Subservicer, by and through any of its directors or officers, or any other employee who is duly authorized by the Subservicer as attorney-in-fact appointed hereunder, to certify, deliver, and/or record copies and originals of this Limited Power of Attorney.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of each of the other provisions hereof shall not be affected thereby. Capitalized terms used and not defined in this Limited Power of Attorney shall have the meanings assigned to such terms in the Subservicing Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Owner/Service has caused this Limited Power of Attorney to be executed and subscribed in its name as of March 5, 2020.

New Residential Mortgage LLC

By: 

Name: Nicola Santoro, Jr.

Title: Chief Financial Officer and Chief Operating Officer

WITNESS:

By: 

Name: Michael Tilly

WITNESS:

By: 

Name: Rutzy WAKHATI

STATE OF NEW YORK

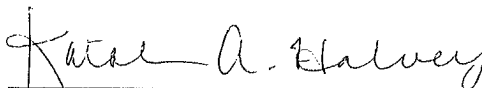
)

) ss

COUNTY OF NEW YORK

)

On the 5th day of March in the year 2020 before me, the undersigned, personally appeared Nicola Santoro, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the County of New York, State of New York.



Kathleen A. Halvey, Notary Public

My Commission Expires: 1/6/24

KATHLEEN A. HALVEY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6179532
Qualified in New York County
My Commission Expires 01-06-2024