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Recorded: 3/9/2023 at 8:54:28.0 AM

County Recording Fee: \$37.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$40.00

**Revenue Tax:** 

Delaware County, Iowa
Daneen Schindler RECORDER

BK: 2023 PG: 525

#### Type of Document: POWER OF ATTORNEY

Jennifer Korn, c/o

484-594-1000

NewRez LLC d/b/a Shellpoint Mortgage Servicing, 75 Beattie Pl., Ste. 300, Greenville, SC 29601

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)
Robert E. Wilkinson, 1315 Roland Ave., Chariton, IA 50049

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip)

NewRez LLC d/b/a Shellpoint Mortgage Servicing, 75 Beattie Pl., Ste. 300, Greenville, SC 29601

Return Document to: (Individual/Company Name, Street Address, City, Zip)

#### **Grantors:**

**Grantees:** 

New Residential Mortgage, LLC

NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

Legal Description:

**Book & Page Reference:** 

State of lows, Lucas County, SS

I. Launt Hinter, Recorder Intend
for cald County do hereby certify that this
le a true copy of the instrument as the
same appears of record in my office in
The man to look
witness my hand this The day of September

A.D. 20 dd

Lucas County Recorder

#### LIMITED POWER OF ATTORNEY

New Residential Mortgage LLC (the "Owner/Servicer"), a Delaware limited liability company, whose address is 1345 Avenue of the Americas, 45<sup>th</sup> 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-infact 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.

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The Owner/Servicer 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]



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IN WITNESS WHEREOF, the Owner/Servicer 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 Op	perating
WITNESS:  By: Mully Jyly  Name: Michael Tily  WITNESS:  By: Kuly Kalkat  Name: Miry WACHATI		
STATE OF NEW YORK COUNTY OF NEW YORK	) ) ss )	
known to me or proved to me on the basis name(s) is(are) subscribed to the within i executed the same in his/her/their capaci instrument, the individual(s), or the per	in the year 2020 before a santoro of satisfactory evidence to be the individual(s) instrument and acknowledged to me that he/slity(ies), and that by his/her/their signature(s) aron upon behalf of which the individual(s) in individuals(s) made such appearance before the individuals in individuals.	whose ne/they on the acted.
	Kathleen A. Clalvey, 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	

35:56 PM Page 6 of 7

July 1, 2022 02:47:06 PM

Rec: \$10.00

E-FILED IN GREENVILLE COUNTY, SC

# Delaware

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW PENN FINANCIAL, LLC", CHANGING ITS NAME FROM "NEW PENN FINANCIAL, LLC" TO "NEWREZ LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF OCTOBER, A.D. 2018, AT 4:57 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE SEVENTH DAY OF JANUARY, A.D. 2019.

Certified and Digitally Signedaling at core delaware gov/authors chemi

Authentication: 203582539

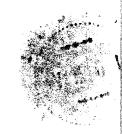
GREENVILLE COUNTY, RE公式作品の中型を CERTIFIED TO BE A TRUE AND CORRECT COPY OF A DOCUMENT ON FILE IN THIS OFFICE



| State of Delaware | Secretary of State |
| Division of Corporations |
| Delivered 04:57 PM 10/09/2018 |
| FILED 04:57 PM 10/09/2018 |
| SR 20187059692 - File Number 4336363

# STATE OF DELAWARE CERTIFICATE OF AMENDMENT

The Certificate of Formation	n of the limited liability company i	s hereby amended
s follows:		
Legal name change. New F NewRez LLC effective Jan	enn Financial, LLC's new legal nan uary 7, 2019.	ne will be
	·	
	the undersigned have executed the of October.	is Certificate on
,		
	By: Authorized i	Person(s)
	Name: Keyin Patrick Harrigan	President and CEO - Orig



Print or Type