Recorded: 7/9/2024 at 8:14:58.0 AM

County Recording Fee: \$32.00 Iowa E-Filing Fee: \$3.00 Combined Fee: \$35.00 Revenue Tax: \$0.00 Delaware County, Iowa Daneen Schindler RECORDER

BK: 2024 PG: 1589

**IOWA** 

COUNTY OF **DELAWARE** RQ6 UA2 DTD 06-24-2021

LOAN NUMBER: 0017552662

RECORDING REQUESTED BY: FIRST AMERICAN MORTGAGE SOLUTIONS, TODD SLEIGHT 208-552-8329 1795 INTERNATIONAL WAY IDAHO FALLS ID 83402

PREPARED BY: FIRST AMERICAN MORTGAGE SOLUTIONS, TODD SLEIGHT 208-552-8329 1795 INTERNATIONAL WAY IDAHO FALLS ID 83402

WHEN RECORDED MAIL TO: FIRST AMERICAN MORTGAGE SOLUTIONS, 1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402, IDAHO FALLS, ID 83402, PH. 208-552-7895

## LIMITED POWER OF ATTORNEY

DATE OF DOCUMENT: 44371

GRANTOR: U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR LEGACY MORTGAGE ASSET TRUST 2021-GS2

GRANTOR ADDRESS: C/O 3217 S. DECKER LAKE DR., SALT LAKE CITY, UT 84119

GRANTEE: SELECT PORTFOLIO SERVICING, INC.

GRANTEE ADDRESS: 3217 S. DECKER LAKE DR., SALT LAKE CITY, UT 84119

**Expiration Date: N/A** 

**Electronic** 

**SP8100114IM - IA - POA**  Page 1 of 1

E 3401534 B 7805 P 812-815
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/20/2021 11:10 AM
FEE \$40.00 P9s: 4
DEP RTT REC'D FOR SELECT PORTFOLIC
SERVICING INC

RECORDING REQUESTED BY:

Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119

## SPACE ABOVE THIS LINE FOR RECORDER'S USE

## LIMITED POWER OF ATTORNEY

U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States and having an office at 1011 Centre Rd Suite 203 EX-DE-WD2D, Wilmington, DE 19805, not in its individual capacity but solely as Owner Trustee ("Owner Trustee") for Legacy Mortgage Asset Trust 2021-GS2 ("Issuer"), hereby constitutes and appoints Select Portfolio Servicing, Inc., having an office at 3217 S. Decker Lake Dr., Salt Lake City, UT 84119 ("Servicer"), and in its name, aforesaid Attorney-In- Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the Servicing Agreement dated April 29, 2021, among the Issuer, Select Portfolio Servicing, Inc., as Servicer, Goldman Sachs Mortgage Company, as Mortgage Loan Seller, and U.S. Bank Trust National Association, as Owner Trustee for Legacy Mortgage Asset Trust 2021-GS2, Mortgage-Backed Notes, Series 2021-GS2, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal. State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank Trust National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") pledged to the Owner Trustee for the above referenced Trust. These Loans are comprised of Mortgages. Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Owner Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

- 2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Owner Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Owner Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
- 3. Transact business of any kind regarding the Loans, as the Owner Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
- 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers ("Borrowers") and/or the Property associated with each of the Loans, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, lien releases and other documents necessary to effectuate the short sale of a property secured by a Mortgage or Deed of Trust, a deed in lieu of foreclosure or related documents to facilitate the acceptance of a deed in lieu of foreclosure, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Owner Trustee.
- 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
- 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
- 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of the Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
- 8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial re-conveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
- 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").

- 10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
- 11. Execute and deliver Limited Powers of Attorney in order to further delegate the authority granted under this Limited Power of Attorney for the purpose of effectuating Servicer's duties and responsibilities under the Trust Agreement.
- 12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Indenture Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Delaware Trustee", "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Owner Trustee also grants Servicer the full power and authority to correct minor ambiguities and errors in documents necessary to effect items (1) through (12) above.

In addition to the indemnification provisions set forth in the applicable servicing agreement for the Trust, Servicer hereby agrees to indemnify and hold the Owner Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Owner Trustee.

Witness my hand and seal this 24th day of June, 2021.

NO CORPORATE SEAL

Jose Amava.

Eneida Murillo

U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee for Legacy Mortgage Asset Trust 2021-GS2

By:

Michael G. Patiuk, Vice President

Document drafted by U.S. Bank Trust National Association, as Owner Trustee

> Brad J Weber NOTARY PUBLIC

## CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 24th day of June, 2021, before me, the undersigned, personally appeared Michael G. Patiuk—vice president of U.S. Bank Trust National Association, Jose Amaya-witness, and Eneida Murillo-witness, 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(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), executed the instrument voluntarily for its stated purpose and that such individual(s) made such appearance before the undersigned in the County of Ramsey, State of Minnesota.

WITNESS my hand and official seal.

Signature: Notary Public: Brad J. Weber

My commission expires: 01/31/2024