

Recorded: 9/15/2025 at 8:04:37.0 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: 2025 PG: 2469

IOWA

COUNTY OF **DELAWARE**

LOAN NUMBER: 0019801018



RD9 DTD 08-03-2023 SC-DCC

Automatic
Expiration Date: N/A

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: **AUGUST 03, 2023**

GRANTOR: **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE, AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE, FOR THE HOLDERS OF THE CIM TRUST 2021-R3, MORTGAGE-BACKED NOTES, SERIES 2021-R3**

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**

SP8100114IM - IA - POA



Page 1 of 1

Prepared by
Catherine Alfaro
When recorded return to:
Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
Salt Lake City, UT 84119

RD9 DTD 07-05-2023

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that CIM Trust 2021-R2 (the "**Issuer**"), a Delaware statutory trust organized and existing under the laws of the State of Delaware, and having its principal place of business 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, pursuant to that Servicing Agreement, dated as of March 25, 2021 (the "**Agreement**") by and among Select Portfolio Servicing, Inc., having an office at 3217 S. Decker Lake Dr., Salt Lake City, Utah 84119 as servicer ("**SPS**"), the Issuer, and U.S. Bank National Association as indenture trustee, hereby constitutes and appoints SPS, by and through SPS's officers, the Issuer's true and lawful Attorney-in-Fact, in the Issuer's name, place and stead and for the Issuer's benefit, in connection with all mortgage loans (the "**Loans**") serviced by SPS pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Issuer necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "**Mortgages**" and the "**Deeds of Trust**" respectively) and promissory notes secured thereby (the "**Mortgage Notes**") for which the undersigned is acting as Issuer for various securityholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage) and for which SPS is acting as Servicer.

This appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary.

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; **provided, that** (i) said modification or re-recording, in either instance, 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.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/release, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insured; or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.

5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a) The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b) The preparation and issuance of statements of breach or non-performance;
 - c) The preparation and filing of notices of default and/or notices of sale;
 - d) The cancellation/rescission of notices of default and/or notices of sale;
 - e) The taking of a deed in lieu of foreclosure; and
 - f) The preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a) Listing agreements;
 - b) Purchase and sale agreements;
 - c) Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d) Escrow instructions; and
 - e) Any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
11. To do any other act or complete any other document deemed necessary or appropriate to service and administer the Loans in accordance with, and subject to the terms and requirements of, the Agreement.

The undersigned 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 the undersigned might or could do, and thereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the execution date.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or 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.

It is expressly understood and agreed by SPS and any person relying on this Limited Power of Attorney that (a) this Limited Power of Attorney is executed and delivered on behalf of the Issuer by Wilmington Savings Fund Society, FSB, not individually or personally, but solely as owner trustee (the "**Owner Trustee**") in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements, if any, made in this Limited Power of Attorney on the part of the Issuer or the Owner Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Savings Fund Society, FSB but is made and intended for the purpose of binding only the Issuer, (c) nothing herein contained shall be construed as creating any liability on Wilmington Savings Fund Society, FSB, individually or personally, to perform any covenant either expressed or implied contained herein of the Issuer, the Owner Trustee or SPS, all such liability, if any, being expressly waived by SPS and any person relying on this power of attorney and by any person claiming by, through or under SPS or such person, (d) Wilmington Savings Fund Society, FSB has made no investigation as to the accuracy or completeness of any representations and warranties made herein and (e) under no circumstances shall Wilmington Savings Fund Society, FSB be personally liable for the payment of any indebtedness or expenses of the Issuer, the Owner Trustee or SPS or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by SPS, the Issuer or the Owner Trustee under this Limited Power of Attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the Issuer under the Agreements, or (ii) be construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB in its individual capacity. If SPS receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB in its individual capacity, then SPS shall promptly forward a copy of same to said party. Notwithstanding anything herein to the contrary, this Limited Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to SPS, beyond that which is given under the Agreement, to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on Wilmington Savings Fund Society, FSB, as Owner Trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Issuer (except for the Loans) or Wilmington Savings Fund Society, FSB, as Owner Trustee or in its individual capacity, for any reason whatsoever.

This limited power of attorney is not intended to extend the powers granted to SPS under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

In addition to the indemnification provisions set forth in the applicable servicing agreement for the Issuer, SPS hereby agrees to indemnify and hold the Issuer and Wilmington Savings Fund Society, FSB, both individually and personally, and as owner trustee of the Issuer, and the directors, officers, employees and agents of the Issuer and Wilmington Savings Fund Society, FSB, 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 of, or resulting from the misuse of, this Limited Power of Attorney by SPS. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Issuer or the Owner Trustee under the Agreement.

This limited power of attorney and any subsequent limited power of attorney given to SPS shall terminate on the date that is the earlier of any of the following events or until revoked in writing by the undersigned; **provided, that** so long as none of the following events below have occurred or are continuing, the Issuer shall execute and deliver a replacement power of attorney upon the request of SPS:

- i. the termination of SPS as the Servicer with respect to the Loans serviced by SPS under the Agreement,
- ii. the transfer of servicing from SPS to another servicer with respect to the Loans serviced by SPS under the Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of SPS, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by SPS or any of its creditors.

Notwithstanding the foregoing, the power and the authority given to SPS under this Limited Power of Attorney shall be revoked with respect to the Agreement and the Loans subject thereto upon the occurrence of:

- i. the suspension or termination of SPS as Servicer; or
- ii. the transfer of servicing from SPS to another servicer.

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.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

(Signature page follows)

IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed in its name and behalf by a duly elected and authorized signatory this 5th day of July, 2023.

CIM TRUST 2021-R2

By: Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee

Ariana Maguire
Witness: Ariana Maguire

By: Devon C. A. Reverdito
Name: Devon C. A. Reverdito
Title: Assistant Vice President

Brett Minter
Witness: Brett Minter

CORPORATE ACKNOWLEDGEMENT

STATE OF Delaware

COUNTY OF New Castle

On the 5th day of July in the year 2023, before me, the undersigned, personally appeared Devon C. A. Reverdito the Assistant Vice President of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of CIM TRUST 2021-R2 personally known to me 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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument voluntarily for its stated purpose.

WITNESS my hand and official seal.

Signature: Tara T. Fallers
Name: Tara T. Fallers
Notary Public
My commission expires: March 16, 2027

