

2016 040128

2016 JUN 29 AM 10: 20 MICHAEL B. BROWN RECORDER

LIMITED POWER OF ATTORNEY

FROM

U.S. BANK NATIONAL ASSOCIATION

TO

MIDLAND LOAN SERVICES, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION



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Document drafted by and RECORDING REQUESTED BY: Midland Loan Services, a division of PNC Bank, National Association 10851 Mastin Boulevard Suite 300 Overland Park, KS 66210

## SPACE ABOVE THIS LINE FOR RECORDER'S USE

## LIMITED POWER OF ATTORNEY

U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 190 S. La Salle Street, MK-IL-SL7C, Chicago, IL 60603, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints Midland Loan Services, a division of PNC Bank, National Association, ("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 (11) below, provided howaver, that the documents described below may only be executed and delivered by such Altorneys in Fact if such documents are required or permitted under the terms of the related servicing agreements ("Agreements") and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association.

This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by the Trustee. These Loans are secured by collateral 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. Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Agreements. Please refer to Schedule & stached hereto.

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 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) and 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

- other claims of whatever nature, including execution of any evidentiary affidavits 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 Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
- 3. Transact business of any kind regarding the Loans.
- 4. Obtain an interest therein and/or building thereon, as the 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.
- Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, 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, 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 Trustee.
- 6. Endorse on behalf of the undersigned and draw upon replace, substitute, release or amend letters of credit as Property securing the Loans.
- 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any 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. Such other actions and file such other instruments and certifications as are reasonably necessary to complete or accomplish the Servicer's duties and responsibilities under the Agreement.
- 9. Subordinate the lien of a mortgago, 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.
- 10. 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").

11. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: 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.

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 as of May 13, 2016.

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.

The Servicer hereby agrees to indemnify and hold U.S. Bank National Association, as Trustee, and its directors, officers, employees and agents (the "Indemnified Parties") 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 (including, without limitation, reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between the Servicer and the Indemnified Party or between the Indemnified Party and any third party if the Trustee prevals on its indemnification claim) incurred by reason or result of the negligent use or negligent or willful 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 pagreement or the tearlier resignation or removal of U.S. Bank National Association, as Trustee under the Agreement.

This Limited Power of Attorney may not be assigned by the Servicer without the consent of U.S. Bank National Association.

This Limited Power of Attorney is effective as of the date below and shall continue to remain in full force and effect until (a) revoked in writing by the Trustee, or (b) the termination, resignation or removal of the Trustee as trustee of the Trust, or (c) the termination, resignation or removal of the Servicer as servicer of the trust.



Witness my hand and seal this 13<sup>th</sup> day of May, 2016.

NO CORPORATE SEAL

U.S. Bank National Association, as Trustee On Behalf of the Trusts

Witness: Millard F. Southern

April E. Haley, Vice President

Witness: Edward W. Przybycien Jr.

Attest: Jacqueline B. Reyes, Trust Officer



## CORPORATE ACKNOWLEDGMENT

State of Illinois

County of Cook

On this 13<sup>th</sup> day of May, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared April E. Haley, Jonathan W. Glover, and Jacqueline B. Reyes personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President and Trust Officer, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature;

Christopher J. Nuxoll

My commission expires: 4/15/2018



## Schedule A

U.S. Bank National Association, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for

J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP8
Commercial Mortgage Pass-Through Certificates
Series 2006-LDP8
JPMorgan Chase 2006-LDP8

