

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 043034

2017 JUL 13 PM 2:06

MICHAEL B. BROWN  
RECORDER

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AFTER RECORDING MAIL TO:

ServiceLink - Attn: Post close

1400 Cherrington Parkway

Moon Township PA 15108

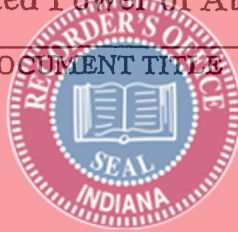
ORDER#

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**STOP**

Limited Power of Attorney

DOCUMENT TITLE



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RP-2017-165542  
04/18/2017 RP1 \$28.00

RECORDING REQUESTED BY  
~~AND WHEN RECORDED MAIL TO:~~  
Rushmore Loan Management Services LLC  
15480 Laguna Canyon Road  
Irvine, California 92618  
Attn: Tamara Sulea

**POWER OF ATTORNEY**

Dated as of March 1, 2017

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase and Interim Servicing Agreement, by and between HSBC Bank USA, National Association, national banking association (the "Seller"), and MTGLQ Investors, L.P., a Delaware limited partnership (the "Purchaser"), dated as of March 1, 2017 (the "Mortgage Loan Purchase Agreement"), the Seller sold, and the Purchaser purchased, certain mortgage loans (the "Mortgage Loans");

lok  
lee

WHEREAS, the Purchaser has designated Rushmore Loan Management Services LLC (the "Successor Servicer") to act as successor servicer for the Mortgage Loans;

WHEREAS, the Seller is providing this Limited Power of Attorney to the Successor Servicer at the direction of the Purchaser pursuant to the Mortgage Loan Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Mortgage Loan Purchase Agreement and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Seller does hereby make, constitute and appoint Successor Servicer at the direction of Purchaser, as the Seller's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in the Seller's name, place and stead: (i) to procure, prepare, complete, execute and record any mortgage, deed of trust or similar security instrument (collectively, the "Mortgage") and any assignment of Mortgage or reconveyance instrument which is required (a) to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the Purchaser, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan; (ii) to ensure that each promissory note and/or loan agreements related to each Mortgage Loan has been properly endorsed to the proper person or entity; (iii) to prepare, complete, execute, acknowledge, seal and deliver any and all instruments of satisfaction or cancellation, or of full or partial release or discharge and all other comparable instruments with respect to the Mortgage Loans; (iv) to cure any other defects associated with any other document or instrument with respect to a Mortgage Loan; (v) to endorse checks and other payment instruments that are payable to the order of the Seller and that have been received by the Purchaser or the Successor Servicer from mortgagors or any insurer in



After recording, return to :  
Dakota Asset Services ✓✓  
1904 W. Grand PKwy N # 130  
Katy TX 77449

RP-2017-165542

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy  
Attest: 6/30/2017  
Stan Stanart, County Clerk  
Harris County, Texas



Patricia Swearingen  
Patricia C. Swearingen Deputy

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respect of insurance proceeds related to any Mortgage Loan and (vi) to execute any special warranty/quit claim deeds or any other deed, but not general warranty deeds, reasonably required to convey title to any Mortgaged Property or real estate owned property related to any Mortgage Loan to the Purchaser or any of its affiliates.

This Limited Power of Attorney may be utilized fully to all intents and purposes as the Seller might or could do if personally present, hereby ratifying and confirming all that Successor Servicer as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

ARTICLE I

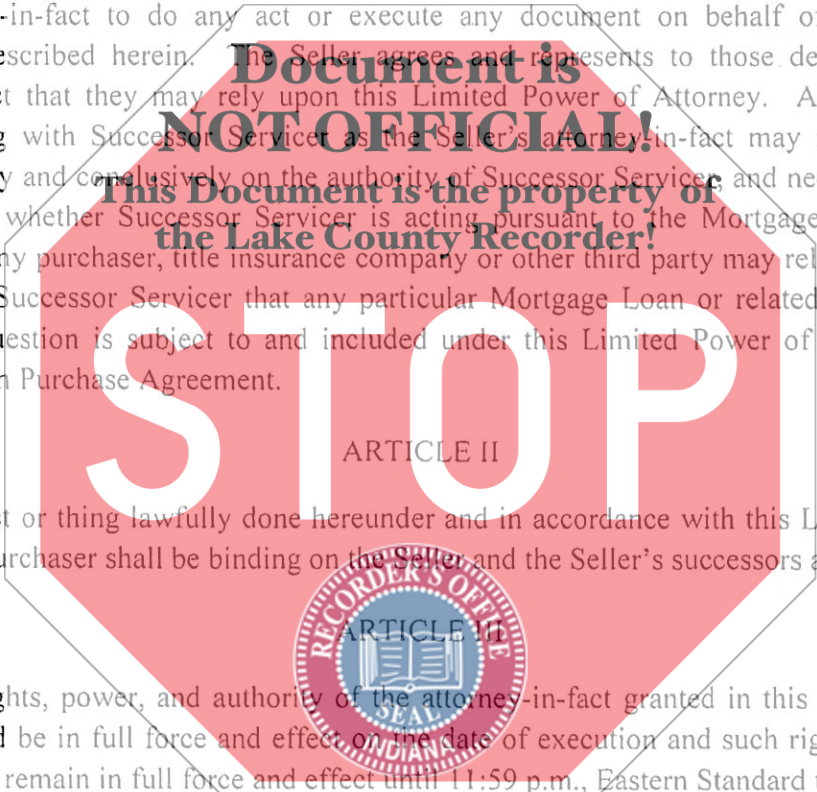
The enumeration of particular powers herein is not intended in any way to limit the grant to Successor Servicer as the Seller's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as the Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of the Seller not specifically described herein. The Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney. Any and all third parties dealing with Successor Servicer as the Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Successor Servicer, and need not make any inquiry about whether Successor Servicer is acting pursuant to the Mortgage Loan Purchase Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by Successor Servicer that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Mortgage Loan Purchase Agreement.

ARTICLE II

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Purchaser shall be binding on the Seller and the Seller's successors and assigns.

ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard time, on the date that is one year from such date (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.



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*Patricia Swearingen*  
Patricia C. Swearingen Deputy



Nothing contained herein shall be constructed to grant Buyer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of the Seller, (ii) incur or agree to any liability or obligation in the name of or on behalf of the Seller or create any recourse of any nature to the Seller or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, the Seller, except as provided herein. All note endorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse."

**This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York.**

Nothing herein shall be deemed to amend or modify the Mortgage Loan Purchase Agreement or the respective rights, duties or obligations of the Seller under the Mortgage Loan Purchase Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

[signature page follows]



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Harris County, Texas

*Patricia Swearingen*  
**Patricia C. Swearingen** Deputy



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IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its officer duly authorized as of the date first written above.

HSBC BANK USA, NATIONAL ASSOCIATION

WITNESS:

By: *Nilda Feliz*  
Name: **Nilda Feliz**  
Title: **Vice President**

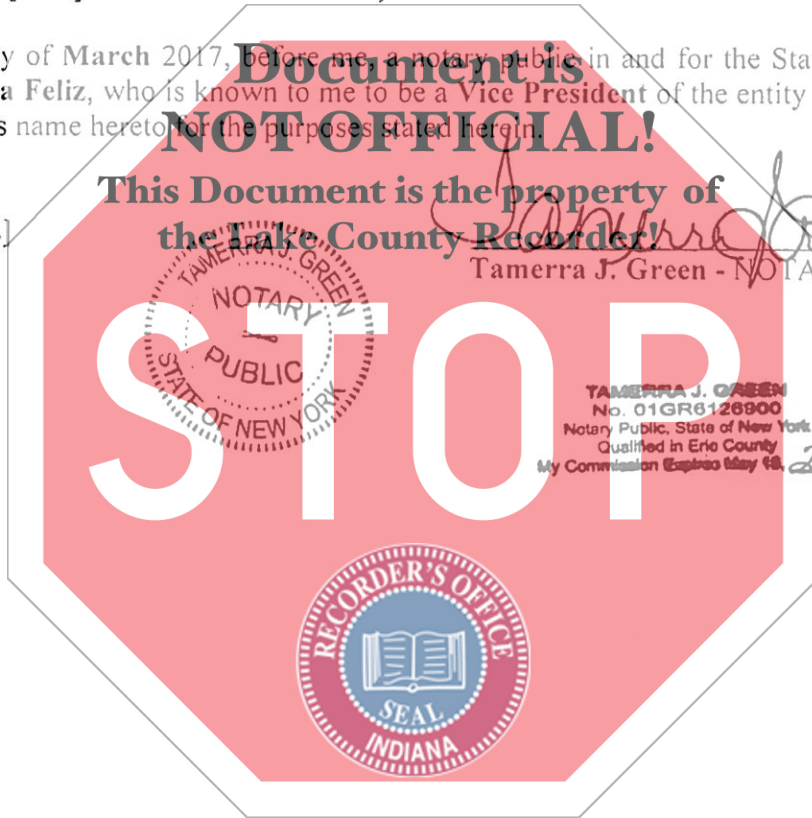
*Monica Rauth*  
Name: **Monica Rauth**

WITNESS:  
*Jeffery C. Piscitelli*  
Name: **Jeffery C. Piscitelli**

STATE OF [New York] )  
 )ss.  
COUNTY OF [Erie] )

On this 7<sup>th</sup> day of March 2017, before me, a notary public in and for the State of New York, appeared **Nilda Feliz**, who is known to me to be a **Vice President** of the entity listed above, and who signed his name hereto for the purposes stated herein.

[SEAL]



*Tamerra J. Green*  
Tamerra J. Green - NOTARY PUBLIC

TAMERRA J. GREEN  
No. 01GR6126900  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires May 18, 2017



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Harris County, Texas

*Patricia Swearingen*  
**Patricia C. Swearingen** Deputy



FILED FOR RECORD

1:50:28 PM

Tuesday, April 18, 2017

*Stan Stanart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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STOP

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas

Tuesday, April 18, 2017

*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS




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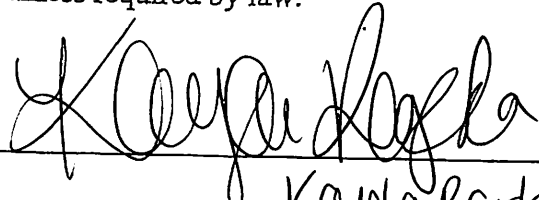
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Harris County, Texas

*Patricia Swearingen*  
Patricia C. Swearingen Deputy



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"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."



Printed Name of Agent: \_\_\_\_\_

Kanya Rayko

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**\*\* Remember that this statement has to be placed at the end of every document. \*\***

**STOP**

