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AFTER RECORDING RETURN TO:

Rushmore Loan Management Services LLC
15480 Laguna Canyon Road 2017 087951
Irvine, CA 92612
Attn: Tamara Sulea

2017 DEC 27 PM 2:05

MICHAEL B. BROWN
RECORDER

Prepared By:

Michael Najewicz, Esq.
Capital One, National Association
1680 Capital One Drive
McLean, VA 22102

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

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THAT, Capital One, National Association, having an address of 1680 Capital One Drive, McLean, VA 22102 (“Seller”) on behalf of itself and each of the entities identified on Schedule I hereto, by these presents does hereby make, constitute and appoint each of Rushmore Loan Management Services LLC, having an address of 15480 Laguna Canyon Rd, Suite 100, Irvine, CA 92618 and Elkhorn Depositor LLC, having an address of 1540 Broadway, Suite 1500, New York, NY 10036 (each individually, a “Grantee”), individually and not jointly, Seller’s true and lawful attorney-in-fact, and hereby grants each Grantee, individually and not jointly, authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Seller’s name, place and stead. This limited power of attorney (“Limited Power of Attorney”) is given in connection with, and relates solely to, mortgage loans (“Loans”) sold by Seller to Purchaser pursuant to that certain Mortgage Loan Sale and Interim Servicing Agreement, dated as of October 13, 2017, among Seller, GreenPoint Mortgage Funding, Inc. and Purchaser, under the terms of which Seller sold to Purchaser the Loans. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a “Mortgage”). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term “Actions” shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Endorse promissory notes and other negotiable instruments and prepare and execute assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes or negotiable instruments.
2. Prepare and execute or file reconveyances, deeds of reconveyance, full or partial releases or satisfactions of mortgage or similar instruments fully or partially releasing the lien of a Mortgage, cancellations, and discharges.
3. Prepare and execute an assignment of judgment or similar document.



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4. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Seller or a prior transferor, including, but not limited to note endorsements.
5. Endorse all checks, drafts and/or other negotiable instruments made payable to Seller as payments by borrowers in connection with the Loans.
6. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds effecting the transfer of title to a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure (“REO Property”).
7. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
8. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans.
9. Execute any agreement in respect of any trial or permanent loan modification, repayment plan or forbearance plan commenced by the Seller in respect of any Loan.

With respect to the Actions, Seller gives to each Grantee, whether acting individually or collectively, full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that each Grantee, whether acting individually or collectively, shall lawfully do or cause to be done by authority hereof. For avoidance of doubt, any action which may be taken by a Grantee pursuant to this Limited Power of Attorney may be taken by either Grantee without the consent of the other Grantee.

Except as provided herein, nothing contained herein shall be construed to grant either Grantee the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Seller, (ii) create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of either Grantee or (iii) incur or agree to any liability or obligation in the name of or on behalf of Seller. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflict of laws principles of such state.

This Limited Power of Attorney shall be effective as of the date hereof and shall remain in full force and effect thereafter for a period of two (2) years beginning on the date hereof; provided that Seller may terminate this Limited Power of Attorney at any time by delivery of a written notice of revocation executed by the Seller. The expiration or revocation of the period of agency hereunder shall in no way affect the validity of any actions of said attorney-in-fact during said period.

19th IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this day of October, 2017.

Capital One, National Association, as Seller

By: [Signature]
Name: Shane Daniels
Title: Vice President

STATE OF Texas :
: ss.
Collin COUNTY: :



On the 19th day of October in the year 2017, before me, the undersigned, personally appeared Shane Daniels, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SCHEDULE I

Seller has signing authority for each of the following entities:

Capital One, National Association, as successor in interest upon merger with North Fork Bank

Capital One, National Association, as successor in interest by merger with North Fork Bank, which was successor in interest by merger with Jamaica Savings Bank, FSB

Capital One, National Association, as successor in interest upon merger with North Fork Bank, which was successor in interest upon merger with the Trust Company of New Jersey

Capital One, National Association, as successor in interest upon merger with North Fork Bank (which was formerly known as North Fork Bank and Trust Company), which was successor in interest upon acquisition of Home Federal Savings Bank

Capital One, National Association, as successor in interest upon merger with North Fork Bank (which was formerly known as North Fork Bank and Trust Company), which was successor in interest by merger with Home Federal Savings Bank, which was successor in interest by merger with Hamilton Federal Savings and Loan Association

Capital One, National Association, as successor in interest by merger with North Fork Bank (which was formerly known as the North Fork Bank and Trust Company), which was successor in interest by merger with North Side Savings Bank, which was successor in interest by merger with of Richmond Hill Savings Bank

Capital One, National Association, as successor in interest by merger with North Fork Bank, which was successor in interest by merger with Reliance Federal Savings Bank, which was formerly known as Reliance Federal Savings and Loan Association of New York

Capital One, National Association, as successor in interest by merger with North Fork Bank, which was successor in interest with GreenPoint Bank, which was formerly known as GreenPoint Savings Bank

Capital One, National Association, as successor in interest upon merger with Chevy Chase Bank, National Association, which was successor in interest upon conversion of Chevy Chase Bank, FSB

Capital One, National Association, as successor in interest upon merger with ING Bank, FSB

Capital One, National Association, formerly known as Hibernia National Bank

Capital One, National Association, formerly known as Hibernia National Bank, which was successor in interest upon merger with Argent Bank

Capital One, National Association, formerly known as Hibernia National Bank, which was successor in interest upon merger with Coastal Banc, SSB

Capital One, National Association, formerly known as Hibernia National Bank successor in interest upon merger with Bunkie Bank and Trust Company

Capital One, National Association, formerly known as Hibernia National Bank, which was successor in interest upon merger with Coastal Banc SSB, which was successor in interest upon acquisition of Pacific Southwest Bank, which operated as San Benito Bank & Trust Company

ING Direct, a Division of Capital One, N.A.

Capital One, National Association, a/k/a Capital One, National Bank

