### →ECORDED AS PRESENTED

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

**MICHAEL B BROWN** RECORDER

2019-072357

2019 October 23

9:32:39 AM

PREPARED BY: FIRST AMERICAN MORTGAGE SOLUTIONS

WHEN RECORDED RETURN TO:

FIRST AMERICAN MORTGAGE SOLUTIONS.

1795 INTERNATIONAL WAY IDAHO FALLS, ID 83402

ATTN: TODD SLEIGHT

PH: 208-528-9895

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LIMITEDAROWERWRACTORNEY

LAKE, IN RM 7600047986

WilmingtonSFS-CitiGroup 2017-RP1 20180412

DATE OF DOCUMENT: 04/12/2018

GRANTOR: Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Owner Trustee for Citigroup Mortgage Loan Trust 2017-RP1

GRANTEE: Rushmore Loan Management Services LLC

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

**TODD SLEIGHT** 

DOCUMENT PREPARED BY:

AND WHEN RECORDED MAIL TO:

First American Title Insurance Company Attn: LR Department (Cust# 650)

3 First American Way Santa Ana, CA 92707

Service No.



Loan:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## **Document** is NOT OFFICIAL!

LIMITED POWER OF ATTORNEY

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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: 5/9/2018

Stan Stanart, County Clerk

Harris County, Texas

Sterling G. Senechal III

**Deputy** 







RECORDING REQUESTED BY:

Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Irvine, CA 92618

#### LIMITED POWER OF ATTORNEY

Wilmington Savings Fund Society, FSB, a federal savings bank organized and existing under the laws of the United States and having an office at 500 Delaware Avenue, 11th floor, Wilmington, DE 19801 not in its individual capacity but solely as Owner Trustee ("Owner Trustee") for Citigroup Mortgage Loan Trust 2017-RP1 ("Issuer"), hereby constitutes and appoints Rushmore Loan Management Services LLC ("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 December 6, 2017 (the "Servicing Agreement"), among the Issuer, the Servicer, Citibank, N.A., as Trust Administrator, and Wilmington Savings Fund Society, FSB, as Indenture Trustee for Citigroup Mortgage Loan Trust 2017-RP1, Mortgage-Backed Notes, Series 2017-RP1, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with rederal, state and local lews and procedures, as applicable and (c) no power is granted her under to take any action that would be either adverse to the interests of or be in the name of Wilmington Savings Fund Society, FSB, 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") held by Wilmington Savings Fund Society, FSB, as 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.

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 flew of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing with 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.

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- 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.
- Transact business of any kind regarding the Loans, as the Owner Trustee's act and deed, to 3. 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.
- 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 ("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.
- dersigned all checks, drafts and/or other negotiable instruments Endorse on behalf of the ur made payable to Third Bistedment is the property of
- Execute any document of perform any act in connection will the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
- 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.
- Subordinate the lien of a mortgage, deed of trost, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (if 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.
- 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").

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- 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 related trust agreements.
- 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 Owner 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.

The 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 agreed to indemnify and Rold the Devicer Trustee, and its directors, officers, employees and agents harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including legal fees and expenses and fees and expenses incurred in connection with the successful enforcement of indemnification rights) 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 and the Servicer.

It is expressly understood and agreed by the Attorneys and any person relying on this Power of Attorney that (a) the Servicing Agreement and this Power of Attorney is, and any applicable agreement will be, executed and delivered by Wilmington Savings Fund Society, FSB, not individually or personally, but solely as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements made in the Servicing Agreement or in this Power of Attorney on the part of 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 Owner Trustee, (c) nothing in the Servicing Agreement or 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 in the Servicing

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Deputy

Agreement or herein of the Owner Trustee, all such liability, if any, being expressly waived by the Attorneys and any person relying on this power of attorney and by any person claiming by, through or under the Attorneys 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 in the Servicing Agreement or 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 Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee under the Servicing Agreement, this Power of Attorney or any other related documents.

Notwithstanding anything herein to the contrary, this Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorneys to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Owner Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Owner Trustee, as trustee or in its individual capacity, for any reason whatsoever.



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Stan Stanart, County Clerk

Harris County, Texas

Sterling G. Senechal III



NO CORPORATE SEAL

Witness my hand and seal this 12th day of April, 2018.

Wilmington Savings Fund Society, FSB, not in 202 its individual capacity, but solely as Owner Trustee for Citigroup Mortgage Loan Trust

2017-RP1

Witness: C. J. Johnson

Donna Lockerman Assistant Vice President

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Sterling G. Senechal III

Deputy



KTF:53603|RP-2018-201129



#### CORPORATE ACKNOWLEDGMENT

State of Delaware

County of New Castle

On this 12th day of April, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_Donna Lockerman\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Asst. Vice President, respectively of Wilmington Savings Fund Society, FSB, a federal savings bank, and acknowledged to me that he/she executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:

My commission expires: TANJARY 12,2019

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Harris County, Texas

Steriing G. Senechal III





#### FILED FOR RECORD

2:53:50 PM

Tuesday, May 8, 2018

Stan Stanart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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Tuesday, May 8, 2018

COUNTY CLERK HARRIS COUNTY, TEXAS

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