PECORDEL AS PRESENTED

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

JICHAEL B BROWN RECORDER

2019-072364

2019 October 23

9:32:40 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

This Document is the property of

LIMPPHADOWERTARACTION

Lake, IN

RM 3000035194

CapOneNA Mergers 20180726

DATE OF DOCUMENT: 07/26/2018

PRINCIPALS: Capital One, National Association

AGENTS: 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

d. 25, 0424

EXECUTION VERSION

AFTER RECORDING RETURN TO:

Papital One, National Association 1680 Capital One Drive Mclean, VA 22102 Attn: Elizabeth M. Chostner

2018 00095898

Bk: 50537 Pg: 1 Page: 1 of 8

Becorded: 11/19/2018 02:54 PM

Recorded: 11/19/2018 02:54 PM ATTEST: John R. Buckley, Jr. Register Plymouth County Registry of Deeds

Prepared By:

Elizabeth M. Chostner Capital One, National Association 1680 Capital One Drive Mclean, VA 22102

Document is NOT OFFICIAL!

This MITTED POWER OF ATTORNEY OF

the Lake County Recorder!

KNOW ALL PERSONS BY THESE PRESENTS:

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 DLJ Mortgage Capital, Inc., having an address of Eleven Madison Avenue, 4th Floor, New York, NY 10010, Select Portfolio Servicing, Inc., having an address of 3217 Decker Lake Drive, West Valley City, UT 84119, Rushmore Loan Management Services LLC, having an address of 15480 Laguna Canyon Road, Suite 100, Irvine, CA 92618, Meridian Asset Services, Inc., having an address of 780 94th Avenue North, St. Petersburg, FL 33702 and Nationwide Title Clearing, Inc., having an address of 2100 19 ALT, Palm Harbor, FL 34683 (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 Purchase and Sale Agreement, dated as of May 8, 2018, 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.
- 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. The expiration of the period of agency hereunder shall in no way affect the validity of any actions of said attorney-in-fact during said period.



IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this 26th day of July, 2018.

By:
Name: Shane Daniels
Title: Vice President

THÉLMA JOYCE AARON OTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 11/22/2018 NOTARY ID 12845321-6

On the 26th day of Thuis In the year 2018, before me, the endersigned, 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.

Notary Public: Thelma Joyce Aaron My commission expires: 11-22-2018

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, successor in interest by merger with Jamaica Savings Bank, FSB

Capital One, National Association, as successor in interest upon merger with North Fork Bank, 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), 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), successor in interest by merger with Home Federal Savings Bank, 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), successor in interest by merger with North Side Savings Bank, 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, successor in interest by merger with Reliance Federal Savings Bank, 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, 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 North Fork Bank, formerly known as Southold Savings Bank

Capital One, National Association, as successor in interest upon merger with North Fork Bank, successor by merger to Bayside Federal Savings Bank

Capital One, National Association, as successor in interest upon merger with North Fork Bank, successor by merger to Bayside Federal Savings Bank formerly known as Bayside Federal Savings and Loan Association

Capital One, National Association, as successor in interest upon merger with Chevy Chase Bank, National Association, 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, N.A., formerly known as Hibernia National Bank, successor by merger to American Bank

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to ArgentBank, formerly First Interstate Bank of Southern Louisiana, into which was previously merged Assumption Bank and Trust Company

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Bank of St John

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Bastrop National Bank
the Lake County Recorder!

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Beaumont Trust Company, N.A.

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Bunkie Bank & Trust Company

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to The Calcasieu-Marine National Bank of Lake Charles

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Coastal Banc SSB

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to First Commercial Bank

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to First National Bank of Jefferson Parish into which was previously merged Continental Bank

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to The First National Bank of Lake Providence

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to First National Bank in Mansfield

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to First National Bank of West Monroe

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to First Service Bank, formerly The First State Bank, into which was previously merged First Heritage Bank, N.A., Lindale National Bank, Mineola State Bank and Security State Bank

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to First State Bank and Trust Company

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Guaranty Bank & Trust Company of Alexandria

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Hibernia National Bank in Baton Rouge, formerly Fidelity National Bank of Baton Rouge

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Hibernia National Bank in Jefferson Parish, formerly First Metropolitan Bank

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Hibernia National Bank in Lafayette, formerly Southwest National Bank of Lafayette

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Hibernia National Bank of Texas, formerly The Texarkana National Bank, into which was previously merged First National Bank; First National Bank of Paris, into which was previously merged Collin County National Bank; Liberty Eylau State Bank; OrangeBank, formerly Orange Bank and United Bank-Orange, into which was previously merged First Texas Bank; Texarkana National Bank - Central Plaza; and Texarkana National Bank - Twin City

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Peoples Bank & Trust Company into which was previously merged First State Bank and Trust Company and Planters Bank and Trust Company of Claiborne Parish

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Pioneer Bank & Trust Company

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Progressive Bank and Trust Company

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to St. Bernard Bank & Trust Co.

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Shreveport Bank & Trust Company

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to Southern National Bank at Tallulah

Capital One, N.A., formerly known as Hibernia National Bank, successor by merger to State Bank and Trust Company

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

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

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



The foregoing is a true copy from the Plymouth County Registry of Deeds. Book 50537 Page

Attest:

Register Register