2019-075896

2019 Nov 5

8:41 AM

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD MICHAEL B BROWN RECORDER

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> > 25-91495 N

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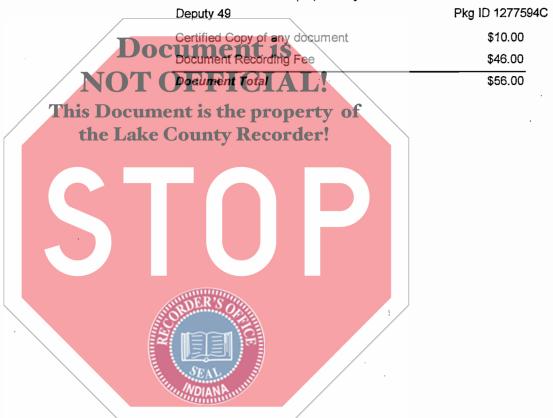
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Doc No A10223736

Certified, filed and/or recorded on Aug 7, 2015 12:47 PM

Office of the County Recorder Hennepin County, Minnesota Martin McCormick, County Recorder Mark Chapin, County Auditor and Treasurer



This cover sheet is now a permanent part of the recorded document.

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Document drafted by and
RECORDING REQUESTED BY:
Pretium Mortgage Credit Management, LLC
120 South 6th Street, Suite 2100
Minneapolis, MN 55402
Attention: Collateral Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Pretium Mortgage Acquisition Trust (the "Trust"), by and through Wilmington Savings Fund Society, FSB, doing business as Christiana Trust and having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801 not individually but as Trustee ("Trustee") for the Trust, hereby constitutes and appoints PRETIUM MORTGAGE CREDIT MANAGEMENT, LLC, (the Manager), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of the Manager, 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 (5) below; provided however, that 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 Amended and Restated Trust Agreement, dated as of October 10, 2014 (as amended, amended and restated, modified and supplemented from time to time, the "Trust Agreement"), by and among Pretium Mortgage Credit Partners I Loan Acquisition, LP, as settlor and initial beneficiary (the "Settlor"), Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as UTI trustee (the "Trustee"), Wells Fargo Bank, National Association, as Paying Agent (the "Paying Agent") and Pretium Mortgage Credit Management, LLC, as trust manager (the "Manager"), and no power is granted hereunder to take any action that would be adverse to the interests of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust. This Limited Power of Attorney is being issued in connection with the Manager's responsibilities to manage certain mortgage loans (the "Loans") and related Properties (as defined below) held by Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee. These Loans are secured by collateral comprised of Mortgages, deeds of trust 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. This appointment shall apply to the enumerated transactions only, and shall permit the Manager (in accordance with (and subject to) the terms of the Trust Agreement and the Administration Agreement as said term is defined in the Trust Agreement) to:

- 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 Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as 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, taking 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.
- 2. Execute and/or file such documents and take such other action as is proper and necessary to defend Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee in litigation and resolve any litigation where the Manager has an obligation to defend Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee.
- 3. Transact business of any kind regarding the Loans and the Properties (in accordance with (and subject to) the terms of the Trust Agreement), as Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee's act and deed, to contract for, purchase, lease, 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.
- 4. Execute 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 releases, satisfactions, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to mortgages or deeds of trust, bills of sale and execution of deeds and associated

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and related instruments and documents necessary, if any, conveying or encumbering the Property or to effect the conveyance or release of an encumbrance on the Property, in the interest of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, as Trustee.

5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

Nothing contained herein shall be construed to grant the Manager the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust in its individual capacity. If the Manager receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust in its individual capacity, then the Manager shall promptly forward a copy of same to Wilmington Savings Fund Society, FSB, doing business as Christiana Trust.

This Limited Power of Attorney is not intended to extend the powers granted to the Manager under the Trust Agreement or to allow the Manager to take any action with respect to Security Instruments or promissory notes (or other evidence of indebtedness) not authorized by the Trustee or the Manager.

Wilmington Savings Fund Society, FSB, doing business as Christiana Trust and its directors, officers, employees and agents shall be indemnified and heid hampless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Manager of the powers granted to it hereunder pursuant to and in accordance with the terms contained in the Trust Agreement and the Administration Agreement (as said term is defined in the Trust Agreement). The foregoing indemnity shall survive the termination of this Limited Power of Attorney and/or the earlier resignation or removal of the Trustee.

Witness my hand and seal this 6th day of August, 2015.

NO CORPORATE SEAL

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition

ssistant Vice President

Trust ;;;

Witness: Ruth Bradley

Witness: Karen Huffman

Attest: Cedric L. Strother

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CORPORATE ACKNOWLEDGMENT

State of Delaware

County of New Castle

On this 6th day of August, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey R. Everhart, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Assistant Vice President of Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, 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:

My commission expires:

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