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3020 Old Ranch Parkway, Ste 180
Seal Beach, CA 90740
Attn: Dena Noble

2020-024546
2020 May 5 8:31 AM

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

COVER PAGE FOR RECORDING

DOCUMENT: LIMITED POWER OF ATTORNEY
ASSIGNOR: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST AS
OWNER TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITIES TRUST III
ASSIGNEE: AMERICAN MORTGAGE INVESTMENT PARTNERS MANAGEMENT, LLC

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LIMITED POWER OF ATTORNEY

Document drafted by and
 RECORDING REQUESTED BY:
 American Mortgage Investment Partners Management, LLC
 3020 Old Ranch Parkway
 Suite 180
 Seal Beach, CA 90740

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, 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, Delaware 19801, not in its individual capacity but solely as owner trustee (the "Owner Trustee") under the Trust Agreement for Residential Credit Opportunities Trust III (the "Trust"), dated as of June 30, 2016 (the "Trust Agreement"), among Residential Credit Opportunities III, LLC as depositor (the "Depositor"), American Mortgage Investment Partners Management, LLC as administrator (the "Administrator"), Wells Fargo Bank, N.A. as certificate registrar (in such capacity, the "Certificate Registrar") and as paying agent (in such capacity, the "Paying Agent"), the Administrator, and the Owner Trustee, hereby constitutes and appoints the Administrator, and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Officers of the Administrator, 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 (10) 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 Servicing and REO Management Agreement (the "Servicing Agreement"), dated as of June 30, 2016 and between Residential Credit Opportunities Trust III and American Mortgage Investment Partners Management, LLC (the "Asset Manager"), and no power is granted hereunder to take any action that would be adverse to the interests of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust. This Limited Power of Attorney is being issued in connection with Administrator's responsibilities to service certain mortgage loans (the "Loans") held by the Owner Trustee on behalf of the 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 personal property delineated therein (the "Property") and the Notes secured thereby.

This Appointment shall apply only to the following enumerated transactions, and nothing herein in the Trust Agreement or in the Servicing Agreement shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Servicing Agreement.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial re-conveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws), or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e above.

9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.

10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do.

This appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Administrator to the Owner Trustee under this Limited Power of Attorney, or (ii) be construed to grant the Administrator the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as Owner Trustee, except as specifically provided for herein. If the Administrator receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as Owner Trustee, then the Administrator shall promptly forward a copy of same to the Owner Trustee.

This Limited Power of Attorney is not intended to extend the powers granted to the Asset Manager under the Servicing Agreement or to allow the Asset Manager to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Servicing Agreement.

The Administrator hereby agrees to indemnify and hold the Owner Trustee and its directors, officers, employees and agents harmless 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 Administrator of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Servicing Agreement or the earlier resignation or removal of the Owner Trustee under the Trust Agreement.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

It is expressly understood and agreed by the Attorneys and any person relying on this Limited Power of Attorney that (a) this Limited Power of Attorney is, executed and delivered by Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust 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 Limited Power of Attorney on the part of the Trust or Owner Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust but is made and intended for the purpose of binding only the Trust, (c) nothing in the Servicing Agreement or herein contained shall be construed as creating any liability on Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust individually or personally, to perform any covenant either expressed or implied contained in the Servicing Agreement or herein of the Owner Trustee or the Trust, all such liability, if any, being expressly waived by the Attorneys and any person relying on this Limited Power of Attorney and by any person claiming by, through or under the Attorneys or such person, (d) Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust 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, d/b/a Christiana Trust be personally liable for the payment of any indebtedness or expenses of the Owner Trustee or Trust, or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee or Trust under the Servicing Agreement, this Limited Power of Attorney or any other related documents.

Notwithstanding anything herein to the contrary, this Limited 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 Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Owner Trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property (except for the Purchase Loan Collateral) of the Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as Owner Trustee or in its individual capacity, for any reason whatsoever.

Witness my hand and seal this 27th day of September 2017.

NO CORPORATE SEAL

Wilmington Savings Fund Society, FSB,
d/b/a Christiana Trust, as Owner Trustee

Anthony Jeffery
Witness: Anthony Jeffery

By: Jason B. Hill

Jessica Onley
Witness: Jessica Onley

Jason B. Hill
Assistant Vice President

CORPORATE ACKNOWLEDGMENT

State of Delaware

County of New Castle

On this 27th day of September, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jason B. Hill, 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 respectively of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, a federal savings bank, 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: Alex Kaplan

My commission expires: December 8, 2018



ATTEST: WORC Anthony J. Vigliotti, Register