2020-081118

2020 Nov 6

8:56 AM

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

PREPARED BY: FIRST AMERICAN MORTGAGE SOLUTIONS

WHEN RECORDED RETURN TO:

FIRST AMERICAN MORTGAGE SOLUTIONS

1795 INTERNATIONAL WAY IDAHO FALLS, ID 83402

PH: 208-528-9895

Document is NOT OFFICIAL!

This Document is the property of LIMITED ROWER OF ATTORNEY

COUNTY:

Lake

STATE:

IN

SPS -

0018950600

**INVESTOR:** 

DOC DATE:

R59 5/31/2017

**GRANTOR:** 

Federal Home Loan Mortgage Corporation as Trustee for Seasoned Credit Risk

Transfer Trust, Series 2017-1

**GRANTEE:** 

Select Portfolio Servicing, INC.

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** 

25-10 30865 (1M) Instrument # 1659079 Bonneville County, Idaho Falls, Idaho 10/13/2020 08:36:22 AM No. of Pages: 5 Recorded for: FIRST AMERICAN MORTGAGE SOLUTIONS Penny Manning Fee: \$25.00 Ex-Officio Recorder Deputy Ivega Index to: POWER OF ATTORNEY

PREPARED BY: FIRST AMERICAN MORTGAGE SOLUTIONS

WHEN RECORDED RETURN TO:

FIRST AMERICAN MORTGAGE SOLUTIONS

1795 INTERNATIONAL WAY IDAHO FALLS, ID 83402

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INVESTOR:

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DOC DATE:

5/31/2017

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Federal Home Loan Mortgage Corporation as Trustee for Seasoned Credit Risk

Transfer Trust, Series 2017-1

GRANTEE:

Select Portfolio Servicing, INC.

I affirm, under the penalties for perjury, that I have all 91 Abd so able care to redact each Social Security Number in

and the state of t D S B B S C STATE OF IDAHO SS County of Bonneville It hereby certify that this instrument is a full, true, and correct copy of the original thereof, on file in my office PENNY MANNING
Clerk of the District C
Ex-Officia Dated Clerk of the District Court and Ex-Officio Recorder

Deputy

TODD SLEIGHT

## Instrument # 1659079 10/13/2020 08:36:22 AM Page 2 of 5

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Select Portfolio Servicing, Inc. 3217 S Decker Lake Drive Salt Lake City, UT 84119 Attn: Legal Dept.

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the Federal Home Loan Mortgage Corporation as Trustee ("Trustee") for Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2017-1, pursuant to the Pooling and Servicing Agreement, dated as of May 3, 2017 (the "Agreement"), among Select Portfolio Servicing, Inc. ("SPS"), as a servicer, Wilmington Trust, National Association, as Trust Agent, and the Federal Home Loan Mortgage Corporation as Trustee, Seller and Guarantor, and U.S. Bapk National Association, as Securities Administrator, hereby constitutes and appoints SPS, by and through SPS's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Trustee (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is 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 and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
- 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 United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances 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 and modification agreements.

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- 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, 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 a deed in lieu of foreclosure; and
  - f) the preparation and execution of such other documents and performance 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.

The execution and delivery of this Dimited Power of Attorney by Trustee shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Trustee or SPS in or under the Agreement (other than a discharge of the obligations of the Trustee under the Agreement to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Trustee and SPS. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Trustee and SPS and their respective successors and assigns; provided, however, that SPS shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Trustee, and any such purported

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assignment without such consent shall be void and of no effect.

This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

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, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of May 3, 2017.

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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the Trustee, Seller of Guarantor under the Agreement, or (ii) by construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of Federal Home Loan Mortgage Corporation in its individual capacity except to the extent permitted under the Agreement for routine foreclosure, bankruptcy and eviction litigation. If SPS receives any notice of suit, litigation or proceeding in the name of Federal Home Loan Mortgage Corporation in its individual capacity, then SPS shall promptly forward a copy of same to such party.

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



[Remainder of page left intentionally blank]

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IN WITNESS WHEREOF, Federal Home Loan Mortgage Corporation, as Trustee for Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2017-1, has caused these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 31<sup>st</sup> day of May, 2017.

Federal Home Loan Mortgage Corporation, as Trustee for Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2017-1

Name: Amy Moorhus Baumgardner

Title: Director

Witness:

Witness:

an Printed Name: Erinn Harle

This Document is the property of the Lake County Recorder!

STATE OF VIRGINIA

Printed Name: Robert Armen

**COUNTY OF FAIRFAX** 

On May 31, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Amy Moorhus Baumgardner of Federal Home Loan Mortgage Corporation, as Trustee, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed that same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

[NOTARIAL SEAL]

Notary Pablic

My Confinission Explices: July 31, 2020

Page 4 of 4

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NOTARY POSITO

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