

NOT AN OFFICIAL DOCUMENT

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Property of Lake County Recorder

GINA PIMENTEL
RECORDER
2021-025069
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
9:21 AM 2021 Mar 19

Prepared by & return to:
C. R. Hall
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092

POWER OF ATTORNEY COVER PAGE

Orion Financial Group Inc.



GROUP, ORION FINANCIAL 17202307

GF/POA

MERIDIAN ASSET SERVICES LLC

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Prepared By:

Morgan Stanley Mortgage Capital Holdings LLC
1585 Broadway, New York, NY 10036

Limited Power of Attorney

FV-I, INC. IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, having its principal place of business at 1585 Broadway, New York, NY 10036 ("Client") does hereby appoint Meridian Asset Services, LLC, a Delaware limited liability company with offices located at 34th Street South, Ste 310, St. Petersburg FL 33711 ("Meridian") as its true and lawful attorney-in-fact to take the following designated actions with respect to any mortgage loan or real estate owned property which is subject to the Consulting and Services Agreement ("Agreement") dated January 25, 2018, between Morgan Stanley Mortgage Capital Holdings, LLC and Meridian.

1. To execute and deliver any documentation with respect to mortgage/trust deed assignments including but not limited to the execution of assignments to correct errors or to perfect the chain of assignment.
2. To execute and deliver documentation with respect to Mortgage Note Endorsements and/or Allonges.
3. To correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (2) above.

This instrument is to be construed and interpreted as a Limited Power of Attorney (this "LPOA") regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney. Notwithstanding anything herein to the contrary, use of this Limited Power of Attorney is restricted to use in connection with the Mortgage Loans as defined in the Agreement and is limited to those actions reasonable and necessary for Meridian to carryout the provisions of the Agreement in accordance with the terms thereof; provided, however, that nothing contained herein shall be construed to grant Meridian the power to initiate or defend any suit, litigation or proceeding in the name of the Client. If Meridian receives any notice of suit, litigation or proceeding in the name of the Client, then Meridian shall promptly forward a copy of same to the Client. The execution and delivery of this Limited Power of Attorney by the Client shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Client or Meridian in or under the Agreement (other than a discharge of the obligations of the Client under the Agreement to execute and deliver this Limited Power of Attorney, if any), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

The rights, powers and authority of Meridian as attorney-in-fact of the Client under this Limited Power of Attorney shall commence on the date of execution hereof (the "Effective Date") and shall not be assigned to any third party by Meridian without the prior written consent of the Client.

Meridian shall not be obligated to furnish bond or other security in connection with its actions hereunder. Nothing in this Limited Power of Attorney shall be construed to prevent the Client from taking or causing to be taken any action on its own behalf as owner of the Mortgage Loans.

Client agrees to indemnify, defend, and hold harmless Meridian against all Losses (as defined below) incurred or sustained by Meridian as a result of or relating to any third-party claim asserted against Meridian based upon any action taken by Meridian pursuant hereto; provided however, Client shall not be obligated to so indemnify, defend, or hold harmless Meridian for any Losses to the extent of any amount (i) for which Meridian is obligated to indemnify and hold harmless Client pursuant to this LPOA, or (ii) that are determined by a court of competent jurisdiction to have been proximately caused by a breach of this LPOA, or the gross negligence, bad faith, fraud, intentional misconduct or violation of applicable law by Meridian or any representative thereof.

Meridian agrees to indemnify, defend, and hold harmless Client against all claims, costs, damages, fees (including without limitation attorneys' fees), fines, forfeitures, judgments, liabilities, losses, and other obligations (collectively "Losses") actually incurred or sustained by the Client as a result of or relating to Meridian's (or its representative's) (i) breach of this LPOA, or gross negligence, bad faith, fraud, intentional misconduct or violation of applicable law or (ii) impermissible or unauthorized exercise or use of any authority or power granted herein.

This Limited Power of Attorney and all authority hereunder, shall be in full force and effect until the earlier of (i) twelve (12) months past the Effective Date, (ii) termination of this Limited Power of Attorney in writing by Client or (iii) termination of the Agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

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IN WITNESS WHEREOF, THE Client has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representative on this 25 day of March 2020.

FV-I, INC. IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC

By: [Signature]

Name: KEVIN A FLANAGAN

Title: AUTHORIZED SIGNATORY

Attest

Witness: [Signature]

Name: Aaron Saunders

Witness: [Signature]

Name: Brian Wren

State of Texas
County of Dallas

On the 25 day of March, in the year 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KEVIN A FLANAGAN, the AUTHORIZED SIGNATORY of FV-I, INC. IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within Limited Power of Attorney and acknowledged to me that he/she executed the same in his/her capacity on behalf of said entity, and that by his/her signature on the Limited Power of Attorney, the individual, or the person upon behalf of the individual acted, executed the Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the year and day in the certificate first written.

By: [Signature]

Notary Public: ROSELI MESQUITA



STATE OF FLORIDA-PINELLAS COUNTY
I hereby certify that the foregoing is a true copy as recorded in the official records of Pinellas County.
This 21 day of December, 2020
KEN BURKE
Clerk of Circuit Court & Comptroller
By: [Signature]
Deputy Clerk

