

NOT AN OFFICIAL DOCUMENT

LAKE COUNTY, INDIANA, 021-514216

021-514216

2021-514216

STATE OF INDIANA

LAKE COUNTY

FILED FOR RECORD

GINA PIMENTEL

RECORDER

06/21/2021 08:45 AM
P/ATTY Book: DE 2588 Page: 0755 - 07 Total Fees: 25.00
February 24, 2020 11:54:18 AM By: RM
Rec: \$25.00 Pg #: 6
E-FILED IN GREENVILLE COUNTY, SC *Timothy J. Manning*

Property of Lake County Recorder

DOCUMENT COVER PAGE

When recorded return to:
AMIP MANAGEMENT
3020 OLD RANCH PARKWAY
SUITE 180
SEAL BEACH, CA 90740

DOCUMENT TITLE: POWER OF ATTORNEY
PRINCIPAL: WILMINGTON SAVINGS FUND SOCIETY, FSB TR
RESIDENTIAL CREDIT OPPORTUNITIES TRUST V-E
AGENT: AMERICAN MORTGAGE INVESTMENT PARTNERS MANAGEMENT,
LLC

FORM OF 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, California 90740
Attention: Residential Credit Opportunities Trust V-E

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Residential Credit Opportunities Trust V-E, a Delaware statutory trust created pursuant to that certain Titling Trust Agreement, dated as of September 30, 2019 (the "Titling Trust Agreement") by and among Residential Credit Opportunities V, LLC, as depositor, American Mortgage Investment Partners Management, LLC, as Administrator, Wells Fargo Bank, N.A., as certificate registrar and paying agent and Wilmington Savings Fund Society, FSB, a federal savings bank, as owner trustee, hereby constitutes and appoints the Administrator, by and through the officers of the Administrator, the Trust's true and lawful Attorney-in-Fact, in the Trust's name, place and stead and for the Trust's benefit, in connection with all mortgage assets serviced or managed by the Asset Manager pursuant to the Servicing Agreement (the "Agreement"), dated September 30, 2019, by and among Residential Credit Opportunities Trust V-E, as trust, FCI Lender Services, Inc., as mortgage loan servicer, American Mortgage Investment Partners Management, LLC, as asset manager and Residential Credit Opportunities V, LLC, as depositor, solely for the purpose of performing such acts and executing such documents in the name of the Trust 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 acting on behalf of the Trust for various certificate holders (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 Asset Manager is acting as Asset Manager.

This appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary.

1. The re-recording of a Mortgage or Deed of Trust, where said 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 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 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/release, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insured, 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, 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 of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transaction 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, and thereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of January 7, 2020.

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 Asset Manager to the Trust under the Agreement, or (ii) be construed to grant the Asset Manager the power to initiate or defend any suit, litigation or proceeding in the name of the Trust except as specifically provided for herein. If the Asset Manager receives any notice of suit, litigation or proceeding in the name of the Trust then the Asset Manager shall promptly forward a copy of same to the Trust.

This limited power of attorney is not intended to extend the powers granted to the Asset Manager under the 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 Agreement.

The Asset Manager hereby agrees to indemnify and hold the Trust 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 of nature whatsoever incurred by reason or result of or in connection with the exercise by the Asset Manager of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

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 Attorney-in-Fact and any person relying on this Limited Power of Attorney that (a) the Agreement and this Limited Power of Attorney is

executed and delivered by Wilmington Savings Fund Society, FSB, 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 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 but is made and intended for the purpose of binding only the Trust, (c) nothing in the Agreement or herein contained shall be construed as creating any liability on Wilmington Savings Fund Society, FSB, individually or personally, to perform any covenant either expressed or implied contained in the Agreement or herein of the Owner Trustee or the Trust, all such liability, if any, being expressly waived by the Attorney-in-Fact and any person relying on this limited power of attorney and by any person claiming by, through or under the Attorney-in-Fact or such person, (d) Wilmington Savings Fund Society, FSB has made no investigation as to the accuracy or completeness of any representations and warranties made in the Agreement or herein and (e) under no circumstances shall Wilmington Savings Fund Society, FSB 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 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 Attorney-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on the Owner Trustee, as trustee or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the Owner Trustee, as trustee or in its individual capacity, for any reason whatsoever.

Witness my hand and seal this 7th day of January, 2020.

NO CORPORATE SEAL

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee


Witness: Darla Hinton

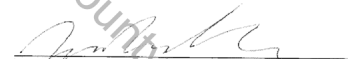
By: 
Jason B. Hill, AVP

ACKNOWLEDGED OUTSIDE THE STATE OF NEW YORK

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On January 7, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Jason B. Hill of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee for Residential Credit Opportunities Trust V-E, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS by hand and official seal.
(SEAL)


Notary Public, State of Delaware

