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2023-510747
04/14/2023 09:45 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RECORD & RETURN TO:

MERIDIAN ASSET SERVICES

3201 34th Street South

Ste. B310

SAINT PETERSBURG, FL 33711

Limited Power of Attorney

Grantor: US BANK NATIONAL ASSOCIATION AS TRUSTEE AND US BANK TRUST COMPANY
NATIONAL ASSOCIATION AS TRUSTEE

Grantee: MERIDIAN ASSET SERVICES LLC

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Prepared and recording
requested by:
Goldman Sachs Mortgage Company
2001 Ross Avenue, Suite 2800
Dallas, Texas 75201

LIMITED POWER OF ATTORNEY

Each of the trusts identified on the attached Exhibit A (the "Trusts"), by and through U.S. Bank National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee") and US Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity, but solely as Trustee (each individually "Trustee" or, together the "Grantors"), hereby constitutes and appoints Meridian Asset Services, LLC, a Delaware limited liability company, having an office at 3201 34th St. S, Suite 310, St. Petersburg, FL 33711 ("Meridian" or the "Attorney-in-Fact") as Grantors' true and lawful Attorney-in-Fact, and in its name, place and stead for the purposes set forth herein, aforesaid Attorney-In-Fact, by and through any officer appointed by Meridian, 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 (3) below in conjunction with the Mortgage Loan Purchase Agreement, dated as of September 24, 2021 (the "Agreement"), among the Sellers (as defined in the Agreement), Goldman Sachs Mortgage Company ("Purchaser"), and provided further however (a) no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank National Association or be in the name of U.S. Bank National Association in its individual capacity or U.S. Bank Trust Company, National Association, in its individual capacity; (b) all actions taken by Meridian pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable. The said Attorney-in-Fact is hereby authorized and empowered, as follows:

1. To endorse, on behalf of the applicable Trust, the Note or equivalent for each Mortgage Loan to Purchaser provided however that upon the direction of the Purchaser or its designee the endorsee may be left blank.

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2. To execute, on behalf of the applicable Trust, an assignment of mortgage, deed of trust or equivalent for each Mortgage Loan to Purchaser or as directed by the investment manager associated with the applicable Trust.
3. Execute agreements and instruments regarding any real 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 instruments, if any, conveying such real property, in the interest of Trustee.

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said Attorney-in-Fact to do any act or execute any document on behalf of the Trusts not specifically described or authorized herein.

The rights, powers, and authority of the Attorney-in-Fact granted in this instrument shall commence and be in full force and effect on the date hereof and such rights, powers and authority shall remain in full force and effect (i) until 11:59 p.m. Eastern Time, on June 30, 2023.

By exercising its powers granted hereunder, Meridian hereby agrees to indemnify, defend, and hold the Grantors, and their respective directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements directly caused by Meridian's exercise of this limited power of attorney in a manner not permitted by this limited power of attorney. The foregoing indemnity shall survive the termination of this Limited Power of Attorney or the earlier resignation or removal of the Trustee under the related agreements listed on Exhibit A, attached.

It is expressly understood and agreed by the parties that (a) this Power of Attorney is executed and delivered by the Trustee, not individually or personally, but solely as Trustee of the Trusts, in the exercise of the powers and authority conferred and vested in it, pursuant to the applicable trust agreement, (b) any representation, warranty, covenant, undertakings and agreements herein made on the part of the Trusts is made and intended not as personal representations, warranties, covenants undertakings and agreements by the Trustee but is made and intended for the purpose for binding only the Trusts, (c) nothing herein contained shall be construed as creating any liability on the Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (d) under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of the Trusts or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trusts under this limited power of attorney or any other related documents or any documents executed under authority hereof.

Witness my hand and seal this 13th day of April 2022.

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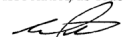
NO CORPORATE SEAL

On Behalf of the Trusts, by

U.S. Bank National Association as Trustee



Witness: Eneida Murillo

By: 

Michael G. Patiuk, Vice President




Witness: Greg Olson

NO CORPORATE SEAL

On Behalf of the Trusts, by
U.S. Bank Trust Company, National
Association, as Trustee



Witness: Eneida Murillo

By: 

Michael G. Patiuk, Vice President



Witness: Greg Olson

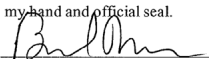
CORPORATE ACKNOWLEDGMENT

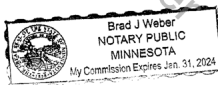
State of Minnesota

County of Ramsey

On this 13th day of April, 2022, before me, the undersigned, personally appeared Michael G. Patiuk—vice president of U.S. Bank National Association and U.S. Bank Trust Company National Association, Eneida Murillo—witness, and Greg Olson—witness, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s), executed the instrument voluntarily for its stated purpose and that such individual(s) made such appearance before the undersigned in the county of Ramsey, State of Minnesota

WITNESS my hand and official seal.

Signature: 
Notary Public: Brad J. Weber



My commission expires: 1/31/2024

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EXHIBIT A

1. NRZ Pass-Through Trust XVI-B, pursuant to that certain Pass-Through Trust Agreement, dated as of December 5, 2019 by and among NRZ Sponsor XVI LLC, U.S. Bank National Association and New Residential Investment Corp.
2. NRZ Pass-Through Trust V, pursuant to that certain Pass-Through Trust Agreement, dated as of June 24, 2015, as amended by that certain Amendment No. 1 to Pass-Through Trust Agreement dated February 21, 2018 among NRZ Sponsor V LLC as trust depositor, New Residential Investment Corp., as guarantor and U.S. Bank National Association, not in its individual capacity, but solely as trustee
3. NRZ Pass-Through Trust XI-B, pursuant to that certain Pass-Through Trust Agreement dated as of June 8, 2018 by and among NRZ Sponsor XI LLC, as Trust Depositor, New Residential Investment Corp., as Guarantor and U.S. Bank National Association, as Trustee
4. NRZ Pass-Through Trust VII-B (PREF) pursuant to that certain Pass-Through Trust Agreement dated as of September 20, 2016 by and among NRZ Sponsor VII LLC, as Trust Depositor (the "Depositor"), New Residential Investment Corp., as Guarantor (the "Guarantor") and U.S. Bank National Association, as Trustee (the "Trustee")
5. NRZ Inventory Trust, pursuant to that certain Trust Agreement dated July 25, 2014 between NRZ Mortgage Holdings LLC, as trust depositor and U.S. Bank National Association, not in its individual capacity, but solely as Trustee
6. NRZ Pass-Through Trust VIII, pursuant to that certain Pass-Through Trust Agreement, dated June 15, 2020 by and between NRZ Mortgage Holdings LLC, U.S. Bank National Association and New Residential Investment Corp.
7. NRZ Pass-Through Trust IX, pursuant to that certain Pass-Through Trust Agreement, dated as of February 24, 2017, among NRZ Mortgage Holdings LLC, as trust depositor, New Residential Investment Corp., as guarantor and U.S. Bank National Association, not in its individual capacity but solely as trustee
8. NRZ Pass-Through Trust XVI, pursuant to that certain Pass-Through Trust Agreement, dated as of December 5, 2019 by and among NRZ Mortgage Holdings LLC, as Trust Depositor, New Residential Investment Corp., as Guarantor and U. S. Bank National Association, as Trustee

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9. NRZ Pass-Through Trust VIII-B, pursuant to that certain Pass-Through Trust Agreement, dated June 15, 2020 by and between NRZ Sponsor VIII LLC, U.S. Bank National Association and New Residential Investment Corp.
10. NRZ Pass-Through Trust IX-B, pursuant to that certain Pass-Through Trust Agreement, dated as of February 24, 2017 between U.S. Bank National Association, as trustee, NRZ Sponsor IX LLC, as Trust Depositor and New Residential Investment Corp., as Guarantor
11. NRZ Pass-Through Trust VII (NPL) pursuant to that certain Pass-Through Trust Agreement dated as of September 20, 2016 by and among NRZ Mortgage Holdings LLC, as Trust Depositor (the "Depositor"), New Residential Investment Corp., as Guarantor (the "Guarantor") and U.S. Bank National Association, as Trustee (the "Trustee")
12. NRZ Pass-Through Trust V-B, pursuant to that certain Pass-Through Trust Agreement, dated as of June 24, 2015, as amended by that certain Amendment No. 1 to Pass-Through Trust Agreement dated February 21, 2018 among NRZ Sponsor V LLC as trust depositor, New Residential Investment Corp., as guarantor and U.S. Bank National Association, not in its individual capacity but solely as Trustee
13. NRZ Pass-Through Trust II, pursuant to that certain Pass-Through Trust Agreement dated as of May 15, 2014, as amended by that certain Amendment No. 1 dated June 8, 2016, by and between NRZ Mortgage Holdings LLC, as trust depositor and U.S. Bank National Association, not in its individual capacity, but solely as trustee
14. NRZ Pass-Through Trust VII (PREF), pursuant to that certain Pass-Through Trust Agreement dated as of September 20, 2016 between U.S. Bank National Association as Trustee, NRZ Pass-Through VII Parent LLC, as Trust Depositor and New Residential Investment Corp., as Guarantor
15. NRZ Pass-Through Trust XI, pursuant to that certain Pass-Through Trust Agreement dated as of June 8, 2018 between U.S. Bank National Association, as Trustee, NRZ Mortgage Holdings LLC, as Trust Depositor and New Residential Investment Corp., as Guarantor
16. NRZ Pass-Through Trust X, pursuant to that certain Pass-Through Trust Agreement dated as of October 5, 2017 by and among NRZ Mortgage Holdings LLC as Trust Depositor (the "Trust Depositor"), New Residential Investment Corp., as Guarantor (the "Guarantor") and U.S. Bank National Association, as Trustee (the "Trustee") as amended by that certain Amendment No. 1 to Pass-Through Trust Agreement dated as of February 21, 2018 between the Trust Depositor, the Guarantor and the Trustee

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17. NRZ Acquisition Loan Trust, pursuant to that certain Pass-Through Trust Agreement dated as of October 1, 2019 by and among NRZ Sponsor Acquisition LLC, as Trust Depositor and U.S. Bank National Association, as Trustee

Property of Lake County Recorder