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TOTAL FEES: 25.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF UTAH
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Prepared by:
Bryce Braegger
Recording requested by and
When recorded return to:
Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
Salt Lake City, UT 84119

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **REO Trust 2021-NR3** (the "REO Entity"), having an office at c/o Wilmington Savings Fund Society, FSB, as Owner Trustee, 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, pursuant to that Servicing Agreement, dated as of April 26, 2021 (the "Agreement") by and among **Select Portfolio Servicing, Inc.** ("SPS"), as servicer, having an office at 3217 South Decker Lake Drive, Salt Lake City, Utah 84119, Kah Capital Collateral Admin 3, LLC, as asset manager, CIM Trust 2021-NR3, as Issuer and U.S. Bank National Association, not in its individual capacity, but solely as indenture trustee, hereby constitutes and appoints SPS, by and through SPS's officers, the REO Entity's true and lawful Attorney-in-Fact, in the REO Entity's name, place and stead and for the REO Entity's benefit, in connection with all mortgage loans and REO properties (the "Assets") serviced by SPS pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the REO Entity 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") constituting Assets for which the undersigned is acting as REO Entity for various securityholders (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) and for which SPS is acting as Servicer.

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

1. 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;

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- 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 1.a. through 1.e. above.
2. 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;
3. All other normal and customary documents and acts related to the servicing and foreclosure of mortgage loans; eviction actions, and/or sale of real estate in accordance with and subject to the terms and requirements of the Agreement.

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.

It is expressly understood and agreed by SPS and any person relying on this Limited Power of Attorney that (a) this Limited Power of Attorney is executed and delivered on behalf of the REO Entity, by Wilmington Savings Fund Society, FSB ("WSFS"), not individually or personally, but solely as owner trustee (the "Owner Trustee") of the REO Entity, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements, if any, made in this Limited Power of Attorney on the part of the REO Entity or the Owner Trustee is made and intended not as personal representations, undertakings and agreements by WSFS but is made and intended for the purpose of binding only the REO Entity, (c) nothing herein contained shall be construed as creating any liability on WSFS individually or personally, to perform any covenant either expressed or implied contained herein of the REO Entity, the Owner Trustee or SPS, all such liability, if any, being expressly waived by SPS and any person relying on this power of attorney and by any person claiming by, through or under SPS or such person, (d) WSFS has made no investigation as to the accuracy or completeness of any representations and warranties made herein, and (e) under no circumstances shall WSFS be personally liable for the payment of any indebtedness or expenses of the REO Entity, the Owner Trustee or SPS or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by SPS, the REO Entity, or the Owner Trustee under this Limited Power of Attorney.

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Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the REO Entity or Owner Trustee under the Agreement, or (ii) be construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of the REO Entity except as specifically provided for herein. If SPS receives any notice of suit, litigation or proceeding in the name of the REO Entity then SPS shall promptly forward a copy of same to the REO Entity. 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 SPS to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on WSFS, as Owner Trustee, beyond that which is given under the Agreement, or in its individual capacity, or (ii) provide any guaranty, indemnity or property of the REO Entity (except for the Assets) or WSFS, as Owner Trustee or in its individual capacity, for any reason whatsoever.

In addition to the indemnification provisions set forth in the Agreement for the REO Entity and the Owner Trustee, SPS hereby agrees to indemnify and hold the REO Entity, and WSFS, both individually and personally, and as Owner Trustee, and the directors, officers, employees and agents of the REO Entity and WSFS, 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 of, or resulting from the misuse of this Limited Power of Attorney by SPS. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the REO Entity or the Owner Trustee under the Agreement.

This appointment shall not be assigned or otherwise delegated to any third party by SPS without the written prior consent of REO Entity, which may be provided in its sole discretion, and this Limited Power of Attorney shall survive until the occurrence of any of the following events or until revoked in writing by the undersigned; provided, that so long as none of the following events below have occurred or are continuing, the REO Entity shall execute and deliver a replacement power of attorney upon the request of SPS:

- i. the termination of SPS as the Servicer with respect to the Assets serviced by SPS under the Agreement,
- ii. the transfer of servicing from SPS to another servicer with respect to the Assets serviced by SPS under the Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of SPS, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by SPS or any of its creditors.

REO Entity will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon SPS to undertake all necessary and prudent practices and procedures that may be necessary to confirm the accuracy of such items.

Any third party may rely upon this Limited Power of Attorney, and shall be entitled to rely on a writing signed by SPS to establish conclusively the identity of a particular right, power, capacity,

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asset, liability, obligation, property, loan or commitment of SPS for all purposes contemplated by this Limited Power of Attorney.

SPS shall not be obligated to furnish bond or other security in connection with its actions hereunder.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. 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.

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Property of Lake County Recorder


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IN WITNESS WHEREOF, REO Trust 2021-NR3 has caused this Limited Power of Attorney to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 8th day of December 2022.

REO Trust 2021-NR3

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


Witness: Ariana Maguire

By: 
Name: Anthony Jeffery
Title: Trust Officer


Witness: Kyle Broadbent


CORPORATE ACKNOWLEDGEMENT

STATE OF Delaware

COUNTY OF New Castle

On the 8th day of December in the year 2022 before me, the undersigned, personally appeared Anthony Jeffery the Trust Officer of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of REO Trust 2021-NR3, 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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument voluntarily for its stated purpose.

WITNESS my hand and official seal.

Signature: 
Name: Tara T. Fallers
Notary Public
My commission expires: March 16, 2023

