# NOT AN OFFICIAL #2

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GINA PIMENTEL RECORDER

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Document prepared by and After Recording Return Document to: PHH Mortgage Corporation 5720 Premier Park Drive, Building 3 West Palm Beach, FL 33407 Attn: Record Services

#### SPECIAL AND LIMITED POWER OF ATTORNEY AND RELATED COVENANTS

#### KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt of which is hereby acknowledged, Cascade Funding Mortgage Depositor HB, LLC, as Trust Administrator (the "Trust Administrator") on behalf of (i) Cascade Funding Mortgage Trust HB11 (the "Trust"), located at 1251 Avenue of the Americas, 50th Floor, New York, New York 10020 and (ii) Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee (the "Owner Trustee") on behalf of the Trust solely with respect to any Mortgage Asset titled in the name of the Owner Trustee on behalf of the Trust (the Trust or the Owner Trustee, "Principal"), does herein constitute, appoint, authorize and empower PHH Mortgage Corporation and REO Management Solutions, LLC (as "Attorney-in-Fact") in the name, place and stead of Principal with respect to the Mortgage Assets and related Mortgaged Property and REO Property serviced by the Attorney-in-Fact on behalf of Principal pursuant to that certain Reverse Mortgage Subservicing Agreement dated as of October 1, 2021, by and between the Attorney-in-Fact, as Subservicer, and Mortgage Assets Management, LLC (the "Subservicing Agreement"). The Attorney-in-Fact, Trust Administrator and Principal together are the "Parties." Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Subservicing Agreement or, if not defined therein, then the meanings ascribed to such terms in that certain Servicing Agreement dated as of November 30, 2022, among the Trust on behalf of itself and each of its series, U.S. Bank Trust Company, National Association, as Indenture Trustee, and Mortgage Assets Management, LLC, as Servicer.

The Attorney-in-Fact is hereby authorized, and empowered, as follows with respect to the Mortgage Assets and related Mortgaged Property and REO Property serviced by the Attorney-in-Fact pursuant to the Subservicing Agreement

- (i) To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, assumptions, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to affect their execution, delivery, conveyance, recordation or filing provided that such action does not adversely affect the filen of the Mortgage or as insured.
- (ii) To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of sale, notices of rescission, foreclosure deeds, substitutions of trustee under deeds of trust, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, other actions and execution of documents necessary to protect the interest of Principal in any bankruptcy or similar proceeding, and other documents or notice filings on behalf of Principal in connection with insurance, foreclosure, bankruptcy and eviction actions.
- (iii) To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes the Attorney-in-Fact to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.
- (iv) To endorse any checks or other instruments received by the Attorney-in-Fact and made payable to Principal.
- (v) To endorse, execute or deliver any and all documents or instruments of mortgage satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to the Mortgage Assets including, without limitation, the recording or filing with the appropriate public officials of such documents or instruments and the endorsement and deposit of any such documents or instruments in connection with the foreclosure of any Mortgage Asset, or the bankruptcy or receivership of a Mortgagor.
- (vi) To execute, acknowledge, seal and deliver any and all documents, deeds, fransfers, tax declarations, certificates, escrow instructions, bills of sale, closing statements and any other documents or instruments whatsoever which are necessary, appropriate, or required to transfer, sell or convey real property that constitutes REO Property or to effect evictions from such REO Property.
- (vii) To do any other act or complete any other document that arises in the normal course of servicing the Mortgage Assets and related REO Property.
- (viii) To perform any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the Mortgage Assets and related REO Property, including without

limitation, delegating the authority granted herein to third parties, including but not limited to law firms or trust companies and each of their officers, directors, employees, agents and assigns.

This Special and Limited Power of Attorney and Related Covenants (the "Power of Attorney") is coupled with an interest.

The appointment of the Attorney-in-Fact is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, of 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. No power is granted hereunder to take any action that would be adverse to the interests of the Trust, the Owner Trustee or the Trust Administrator. This Power of Attorney is not intended to extend the powers granted to the Attorney-in-Fact under the Subservicing Agreement or to allow the Attorney-in-Fact to take any actions with respect to Mortgages or Mortgage Notes not authorized by the Subscryicing Agreement. The authority granted to the Attorney-in-Fact by this Power of Attorney is not transferable to any other party or entity, provided that the Attorney-in-Fact may execute and deliver limited powers of attorney to its subservicers in order to further delegate the authority granted under this Power of Attorney for the purposes of effectuating the Servicer's duties and responsibilities under the related documents. Notwithstanding anything herein to the contrary, this 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 recourse to property (other than Trust property that is titled in the name of the Owner Trustee on behalf of the Trust) of Wilmington Savings Fund Society, FSB, individually or as Owner Trustee for any reason whatsoever.

Principal covenants and agrees that it shall, from time to time after the date hereof, at the request of the Attorney-in-Fact, execute instruments confirming all of the foregoing authority of the Attorney-in-Fact. The foregoing shall not be deemed to be breached by reason of any action or omission of the Attorney-in-Fact appointed hereunder.

Attorney-in-Fact, by its acceptance and exercise of this Power of Attorney, agrees to indemnify, defend and hold harmless Cascade Funding Mortgage Depositor HB, LLC, the Trust, the Owner Trustee, U.S. Bank National Association and U.S. Bank Trust Company, National Association (each in all their respective capacities under that certain Amended and Restated Trust Agreement dated March 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and among Cascade Funding Mortgage Depositor HB, LLC, the Owner Trustee, U.S. Bank National Association and U.S. Bank Trust Company, National Association), and each of their respective trustees, directors, administrators, officers, employees, and agents (collectively the "Indemnitees"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, claims, actions, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Indemnitees by reason or result of the negligence or misuse by the Attorney-in-Fact of this Power of Attorney. The foregoing indemnity shall survive the termination of this Limited Power of Attorney, the Trust Agreement and the Subservicing Agreement.

The limited power of attorney granted herein shall commence as of the date of execution hereof and shall continue in full force and effect until terminated, in writing, by Principal.

Unless a third party has received notice that this Power of Attorney has been terminated by the Trust Administrator, the Owner Trustee or the Trust, such third party may rely upon the exercise of the power granted herein. For the avoidance of doubt, this provision is not a waiver of any claims that the Trust's Agent, the Owner Trustee or the Trust may have against the Attorney-in-Fact for any unlawful or improper use of this Power of Attorney by the Attorney: In-Fact.

No director, officer, employee or agent of the Attorney-in-Fact shall be individually liable to Principal for errors in judgment made in good faith with respect to this Power of Attorney. In addition, in the event the Attorney-in-Fact is entitled to indemnification hereunder, the officers, directors, employees, and agents of the Attorney-in-Fact shall also be entitled to indemnification hereunder to the same extent and under the same circumstances as the Attorney-in-Fact.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

IN WITNESS WHEREOF, Principal has caused this instrument to be signed by its duly authorized officer on this  $\mathcal{L}^{\mathcal{H}}$  day of March, 2023.

	Cascade Funding Mortgage Trust HB11
^	By: Cascade Funding Mortgage Depositor HB, LLC, its Trust Administrator
2000	Name: Kenneth Nick Title Authorized Person
( nyther)	By: Crystal Bui
Midwa Cashin	By: Indhira Castillo
Witness	County Records

#### NOTARY ACKNOWLEDGEMENT

State of New York

County of New York

On this 6th day of March, 2023, before me, the undersigned notary public, Kenneth Nick (name of document signer) personally appeared, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as authorized person for Cascade Funding Mortgage Depositor HB, LLC, the Trust Administrator on behalf of the Principal. na.
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Notary Public: Marc B. Ledesma My commission expires: 5/20/2023

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