

NOT AN OFFICIAL DOCUMENT

2021-506.1
02/28/2024 02:00 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 9
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RECORDING REQUESTED BY/RETURN TO
SERVICELINK
1400 CHERRINGTON PARKWAY
MOON TOWNSHIP PA 15108

LIMITED POWER OF ATTORNEY

RP-2022-47690
01/27/2022 ER \$38.00

Page 1 of 7
Wednesday, February 2, 2022

RECORDING REQUESTED BY:
Selene Finance LP
9990 Richmond Avenue, Suite 400 South
Houston, TX 77042
Attn: Collateral Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

U.S. Bank Trust 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 Owner Trustee ("Owner Trustee") for RCF 2 Acquisition Trust ("Trust"), hereby constitutes and appoints Selene Finance LP ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, 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 (12) below, provided however, that (a) the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the Servicing Agreement, dated December 10, 2020 (the "Servicing Agreement"), among the Trust, Pretium Residential Credit Management, LLC, in its capacity as manager under the Trust Agreement (in such capacity, the "Manager") and the Servicer, (b) all actions taken by Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the name of U.S. Bank Trust National Association, in its individual capacity. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") and REO Property (defined below) held by U.S. Bank Trust National Association, not in its individual capacity but solely as Owner Trustee for the above referenced Trust. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

- 1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Owner Trustee or the Trust, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, file petitions for summary proceedings, evicting (to the extent allowed by federal, state or local laws), foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, instituting actions for temporary restraining orders, quiet title, injunctions, appointments of receiver, suits for waste, fraud and any and all other legal actions, in tort, contract or otherwise, necessary to enforce the terms of the Security Instrument and to execute such verifications in support

RLF126498995.v.1

RP-2022-47690

County Clerk Harris County, Texas



- thereof, as may be necessary or advisable in any state or federal suit, bankruptcy action, administrative hearing or other proceeding.
2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Owner Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Owner Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
 3. Transact business of any kind regarding the Loans, as the Owner Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
 4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers ("Borrowers") and/or the Property ("Property") associated with each of the Loans, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, lien releases and other documents necessary to effectuate the short sale of a property secured by a Mortgage or Deed of Trust, a deed in lieu of foreclosure or related documents to facilitate the acceptance of a deed in lieu of foreclosure, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Owner Trustee.
 5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
 6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard, title or other insurance claim relative to the Loans or related Property.
 7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of the Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.
 8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
 9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").

RP-2022-47690



10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
11. Execute and deliver Limited Powers of Attorney in order to further delegate the authority granted under this Limited Power of Attorney for the purpose of effectuating Servicer's duties and responsibilities under the related trust agreements.
12. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (11), above, where Owner Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Delaware Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

The Owner Trustee also grants Servicer the full power and authority to correct minor ambiguities and errors in documents necessary to effect items (1) through (12) above.

In addition to the indemnification provisions set forth in the applicable servicing agreement for the Trust, Servicer hereby agrees to indemnify and hold the Owner Trustee, and its directors, officers, employees and agents harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including legal fees and expenses and fees and expenses incurred in connection with the enforcement of indemnification rights) incurred by reason or result of the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Owner Trustee and the Servicer.

It is expressly understood and agreed by the Attorneys and any person relying on this Power of Attorney that (a) this Power of Attorney is, and any applicable agreement will be, executed and delivered by U.S. Bank Trust National Association, 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 this Power of Attorney on the part of the Owner Trustee is made and intended not as personal representations, undertakings and agreements by U.S. Bank Trust National Association but is made and intended for the purpose of binding only, and is binding only on, the Owner Trustee, (c) nothing herein contained shall be construed as creating any liability on U.S. Bank Trust National Association, individually or personally, to perform any covenant either expressed or implied contained herein of the Owner Trustee, all such liability, if any, being expressly waived by the Attorneys and any person relying on this power of attorney and by any person claiming by, through or under the Attorneys or such person, (d) U.S. Bank Trust National Association has made no and will make no investigation as to the accuracy or completeness of any representations and warranties made herein and (e) under no



[Handwritten Signature]

County Clerk Harris County, Texas



circumstances shall U.S. Bank Trust National Association be personally liable for the payment of any indebtedness, indemnities or expenses of the Owner Trustee or be liable for the performance, breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee under the Servicing Agreement, this Power of Attorney or any other 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 Attorneys 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.

Property of Lake County Recorder

RP-2022-47690





Witness my hand and seal this 20th day of January, 2022.

NO CORPORATE SEAL

U.S. Bank Trust National Association, not
in its individual capacity, but solely as
Owner Trustee for RCF 2 Acquisition Trust

[Signature]
Witness: Eneida Murillo

By: *[Signature]*
Michael G. Patiuk, Vice President

[Signature]
Witness: Michael Bengtson

Property of Lake County Recorder

RP-2022-47690



CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 20th day of January 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael G. Patiuk, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President, respectively of U.S. Bank National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: 

Jose A. Amaya

My commission expires: 01/31/2026



RP-2022-47690



L. Hudspeth

County Clerk Harris County, Texas



RP-2022-47690
Pages 7
01/27/2022 09:03 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$38.00

Property of Lake County Recorder

RP-2022-47690

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law. THE STATE OF TEXAS COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This February 2, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

