# LIMITED POWER OF ATTORNEY

Dated as of January 4, 2018

## KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of that certain U.S. Services Agreement, dated March 29, 2011, entered into by and between Mission Capital Advisors, LLC on behalf of itself and its subsidiary, Mission Global LLC (together "Mission") and HSBC Bank USA, N.A., on behalf of itself and its HSBC Affiliates (the "Services Agreement"), Mission entered into a Statement of Work, dated December 26, 2017 (the "Order") with HSBC Finance Corporation on behalf of itself and its subsidiaries identified in Schedule I attached hereto (each individually an "HBIO Subsidiary" and collectively with HSBC Finance Corporation, "HBIO");

WHEREAS, pursuant to the Order, HBIO has engaged Mission to prepare, execute and record a release, satisfaction, deed of full reconveyance or such other document (collectively the "Releases") necessary and appropriate to release of record those certain junior lien mortgages/deeds of trust securing the loans identified in the Lien Release Tracker M.C. spreadsheet to which Mission has been provided access by HBIO (the "Junior Mortgage Loans");

WHEREAS, HBIO is providing this Limited Power of Attorney to Mission for the purpose of preparing, executing and recording the Releases of each of the Junior Mortgage Loans.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein and in the Services Agreement and the Order, and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, HBIO and each of the HBIO Subsidiaries do hereby make, constitute and appoint Mission as the true and lawful agent and attorney-in-fact of HBIO and each of the HBIO Subsidiaries with respect to each Junior Mortgage Loan in the name, place and stead of HBIO and the HBIO Subsidiary to, with respect to each of the Junior Mortgage Loans, procure, prepare (which will include, as required by the applicable recorder's office, affixing on such Release the image of a general corporate seal or the specific corporate seal), complete, execute and record a Release.

This Limited Power of Attorney may be utilized fully to all intents and purposes as HBIO might or could do if personally present, hereby ratifying and confirming all that Mission as said attorney in fact shall lawfully do or cause to be done by virtue hereof.

#### **ARTICLE I**

The enumeration of particular powers herein is not intended in any way to limit the grant to Mission as HBIO's attorney-in-fact of full power and authority with respect to the Junior Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, to all intents and purposes, as HBIO might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof; provided that 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 HBIO not specifically described herein. HBIO agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney. Any and all third parties dealing with Mission as HBIO's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Mission, and need not make any inquiry about whether Mission is acting pursuant to the Services Agreement and Order. Any title insurance company or other third party may rely upon a written statement by Mission that any particular Junior Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney or the Order and Services Agreement.

## **ARTICLE II**

Any act or thing lawfully done hereunder and in accordance with this Limited Power of Attorney by Mission shall be binding on HBIO and HBIO's successors and assigns.

#### ARTICLE III

The rights, power, and authority of the attorney-in-fact granted in this instrument shall commence and be in full force and effect on the date of execution and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Eastern Standard Time on June 30, 2018 (the "POA Termination Date"). This Limited Power of Attorney shall be coupled with an interest and shall be irrevocable prior to the POA Termination Date.

Nothing herein shall be deemed to amend or modify the Services Agreement or Order or the respective rights, duties or obligations of Mission and HBIO under the Order or Services Agreement, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

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IN WITNESS WHEREOF, each HBIO Subsidiary has caused this instrument to be executed by its officer duly authorized as of the date first written above.

WITNESS:

Name: James S. Stiegel
Name: K. Nolan
Title: Assistant Treasurer

For: HBIO Subsidiaries set forth on Schedule I hereto

Name: P. Grum

WITNESS:

STATE OF <u>Illinois</u> )

COUNTY OF <u>Cook</u> )

On this 4th day of January, 2018, before me, a notary public in and for the State of Illinois, appeared James S. Stiegel, who is known to me to be officer of the entities listed herein, and who signed his name hereto for the purposes stated herein.

My Commission Expires June 1, 2019

Commission # FF 676795

[SEAL]

OFFICIAL SEAL
VITA M LAZZARA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/01/19

NOTARY PUBLIC Vita M. Lazzara

## SCHEDULE I

### **HBIO Subsidiaries List**

Beneficial Consumer Discount Company, a Pennsylvania corporation Beneficial Financial I Inc., a California corporation, on behalf of itself and as successor by merger to the following:

Beneficial Alabama Inc.
Beneficial California Inc.
Beneficial Delaware Inc.

Beneficial Finance Co. of West Virginia

Beneficial Georgia Inc.
Beneficial Idaho Inc.
Beneficial Indiana Inc.
Beneficial Kansas Inc.

Beneficial Management Corporation

Beneficial Maryland Inc.
Beneficial Mississippi Inc.
Beneficial Montana Inc.
Beneficial Nebraska Inc.
Beneficial New Jersey Inc.
Beneficial North Carolina Inc.
Beneficial Oklahoma Inc.
Beneficial Texas Inc.
Beneficial Vermont Inc.

Beneficial Washington Inc.
Beneficial Mortgage Co. of Arizona
Beneficial Mortgage Co. of Connecticut
Beneficial Mortgage Co. of Idaho
Beneficial Mortgage Co. of Kansas, Inc.
Beneficial Mortgage Co. of Maryland
Beneficial Mortgage Co. of Mississippi
Beneficial Mortgage Co. of Nevada
Beneficial Mortgage Co. of South Carolina

Beneficial Mortgage Co. of Utah Mortgage One Corporation\*\* Mortgage Two Corporation Capital Financial Services Inc. Beneficial Arizona Inc. Beneficial Colorado Inc.

Beneficial Discount Co. of Virginia Beneficial Finance Services, Inc.

Beneficial Hawaii Inc. \*
Beneficial Illinois Inc.
Beneficial Iowa Inc.

Beneficial Loan Corporation of Kentucky Beneficial Management Institute, Inc.

Beneficial Missouri, Inc.

Beneficial Management Corporation of America

Beneficial Mortgage Corporation

Beneficial New Mexico Inc.
Beneficial Ohio Inc.

Beneficial South Carolina Inc.

Beneficial Utah Inc. Beneficial Virginia Inc. Beneficial Wisconsin Inc.

Beneficial Mortgage Co. of Georgia
Beneficial Mortgage Co. of Indiana
Beneficial Mortgage Co. of Massachusetts
Beneficial Mortgage Co. of Missouri, Inc.
Beneficial Mortgage Co. of North Carolina
Beneficial Mortgage Co. of Oklahoma
Beneficial Mortgage Co. of Texas
Beneficial Mortgage Co. of Virginia

Beneficial Mortgage Co. of Colorado

\*on behalf of itself and as successor by merger to Household Finance Corporation of Hawaii

\*\* Beneficial Financial I Inc. as successor by merger to Mortgage One Corporation d/b/a/HFC Mortgage Corporation

Beneficial Florida Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Florida Beneficial Homeowner Service Corporation, a Delaware corporation Beneficial Kentucky Inc., a Delaware corporation Beneficial Loan & Thrift Co., a Minnesota corporation

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Beneficial Louisiana Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Louisiana

Beneficial Maine Inc., a Delaware corporation

Beneficial Massachusetts Inc., a Delaware corporation

Beneficial Michigan Inc., a Delaware corporation

Beneficial New Hampshire Inc., a Delaware corporation on behalf of itself and as successor by merger to Beneficial Mortgage Co. of New Hampshire

Beneficial Oregon Inc., a Delaware corporation

Beneficial Rhode Island Inc., a Delaware corporation, on behalf of itself and as successor by merger to Beneficial Mortgage Co. of Rhode Island

Beneficial South Dakota Inc., a Delaware corporation

Beneficial Tennessee Inc., a Tennessee corporation

Beneficial West Virginia, Inc., a West Virginia corporation

Beneficial Wyoming Inc., a Wyoming corporation

Household Finance Consumer Discount Company, a Pennsylvania corporation

Household Finance Corporation II, a Delaware corporation

Household Finance Corporation III, a Delaware corporation

Household Finance Corporation of Alabama, an Alabama corporation

Household Finance Corporation of California, a Delaware corporation

Household Finance Industrial Loan Company of Iowa, an Iowa corporation

Household Finance Realty Corporation of Nevada, a Delaware corporation

Household Finance Realty Corporation of New York, a Delaware corporation

Household Financial Center Inc., a Tennessee corporation

Household Industrial Finance Company, a Minnesota corporation

Household Realty Corporation, a Delaware corporation

HSBC Mortgage Services Inc., a Delaware corporation



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/22/2018 08:59:22 AM
\$27.00 CHERRY

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