20220824000330970 08/24/2022 08:18:30 AM POA 1/6

## RECORDING REQUESTED BY/RETURN TO:

SERVICELINK 1325 CHERRINGTON PARKWAY MOON TWP, PA 15108 (800) 439-5451

### PREPARED BY:

KRISTIN OLDHAM RUSHMORE LOAN MANAGEMENT SERVICES, LLC 15480 LAGUNA CANYON ROAD IRVINE, CA 92618

R: 180609590

LIMITED POWER OF ATTORNEY

I-2020-004669 07/07/2020 03:58 PM Book 1179 Page(s) 2653-2657 Fee: \$ 26.00 Doc: \$ 00.00 Annette Smith - Washington County State of Oklahoma



# (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO: SERVICELINK 1400 CHERRINGTON PKWY MOON TWP., PA 15108 (800) 439-5451 R: 200220828

PREPARED BY:
KRISTIN OLDHAM
RUSHMORE LOAN MANAGEMENT SERVICES, LLC
15480 LAGUNA CANYON ROAD
IRVINE, CA 92618

# LIMITED POWER OF ATTORNEY

### LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Irvine, California 92618 \*\*\* Electronic Recording \*\*\*

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Recorded: 08/14/2018 10:38 AM ATTEST: John R. Buckley, Jr. Register Plymouth County Registry of Deeds

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that FIRST GUARANTY MORTGAGE CORPORATION, a corporation incorporated and existing under the laws of Virginia and having its principal place of business at 1900 Gallows Road, Tysons Corner, Virginia 22182, as Servicer (the "Servicer") pursuant to that Flow Agency Subservicing Agreement between Rushmore Loan Management Services LLC (the "Subservicer") and the Servicer dated as of March 1, 2018 (the "Agreement"), hereby constitutes and appoints the Subservicer, by and through the Subservicer's officers, the Servicer's true and lawful Attorney-in-Fact, in the Servicer's name, place and stead and for the Servicer's benefit, in connection with all mortgage loans and REO properties (the "Assets") subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Servicer as may be customarily and reasonably 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") for which the undersigned is the Servicer (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 or Deed of Trust) and for which the Subservicer is performing sub-servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

- 1. To indorse or cause to be indorsed the name of the Servicer, without recourse, upon any and all notes, checks, drafts, or other instruments and vehicles of the payment of money received or to be received by or on behalf of Subservicer in payment of or on any of the Assets serviced by Subservicer or insurance proceeds paid in connection with any real property that secures any of the Assets;
- 2. To prepare, execute, deliver, file, or record any assignments, full or partial releases, security instruments, or similar documents that are necessary or appropriate: (a) to establish and protect all right, title, and interest of the Servicer in and to any of the Assets or any of the Mortgages, (b) to effectuate the repurchase, refinance, or satisfaction of any of the Mortgage Loans; or (c) to market, sell, or transfer title of any real property acquired by means of any judicial or non-judicial foreclosure sale or deed-in-lieu of foreclosure agreement;

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- 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;
  - (e) the taking of a deed in lieu of foreclosure; and
  - (f) the preparation and execution of such other documents and performance such other actions as may be necessary under the terms of the Mortgage, deed of trust or state law to expeditiously complete said transactions in paragraphs 3(a) through 3(e), above; and
- 4. To correct or otherwise remedy any errors or deficiencies contained in any documents or instruments that are provided or prepared by the Servicer or a prior transferor.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of May 1, 2018.

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.

Nothing contained herein shall (i) limit in any manner any indemnification provided by Subservicer to Servicer under the Agreements or (ii) be construed to grant the Subservicer the power to initiate or defend any suit, litigation or proceeding in the name of the Servicer, except as specifically provided for herein.

This Limited Power of Attorney is not intended to extend the powers granted to the Subservicer under the Agreement or to allow Subservicer to take any action with respect to any Mortgage Loan Documents not authorized by the Agreement.

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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.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

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IN WITNESS WHEREOF, First Guaranty Mortgage Corporation, as the Servicer pursuant to that Flow Agency Subservicing Agreement between the Servicer and the Subservicer, dated as -/ of March 1, 2018, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Michael McElroy, its duly elected and authorized Officer this 15th day of May, 2018.

> FIRST GUARANTY MORTGAGE CORPORATION (Servicer)

By:

Name: Michael McElroy

Title: General Counsel

STATE OF VIRGINIA CÓUNTY OF FAIRFAX

On May 15, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael McElroy, General Counsel of First Guaranty Mortgage Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that [she/he] executed that same in [her/his] authorized capacity, and that by [her/his] signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)

SAMUEL MARTINEZ, JR. NOTARY PUBLIC REGISTRATION # 7599238 OMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JULY 31, 2014

20220824000330970

Samuel Martinez, Jr. / Notary Public

My Commission Expires: July 31/2018

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 08/24/2022 08:18:30 AM **\$37.00 BRITTANI** 

The foregoing is a true copy from the Plymouth County Registry of Deeds. Book 50/64 Page 19/7