

CONFIDENTIAL

2020-010446

Klamath County, Oregon

08/20/2020 03:54:28 PM

Fee: \$97.00

EXHIBIT D

FIRST AMERICAN

352 5564

LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:
FLAGSTAR BANK, FSB
5151 Corporate Drive
Troy, Michigan 48098
Attention: Final Documents

KNOW ALL MEN BY THESE PRESENTS, that Pingora Loan Servicing, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having its principal place of business at 1819 Wazee Street, Second Floor, Denver, Colorado 80202 (the "Owner"), pursuant to that certain Subservicing Agreement, by and between Flagstar Bank, FSB (the "Subservicer") and the Owner, dated as of April 28, 2017 (the "Agreement"), hereby constitutes and appoints the Subservicer (acting by and through any of (i) the Subservicer's officers, (ii) the Subservicer's mortgage loan servicing supervisory personnel designated from time to time by the Subservicer, (iii) the mortgage loan component default subservicing supervisory personnel of Fay Servicing, LLC or its affiliates designated by the Subservicer from time to time, or (iv) the supervisory personnel of First American Mortgage Solutions for purposes of lien release and assignment preparation as (in each such case) the Subservicer's authorized representative; the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, for the purpose of performing all acts and executing all documents in the name of the Owner as may be customarily and reasonably necessary and appropriate to performing servicing or subservicing activities all subject to the terms of the Agreement, including but not limited to the following enumerated transactions, in respect of any of the real estate owned properties, 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 Owner (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 which are subserviced subject to the terms of the Agreement.

This appointment shall apply but not be limited to the following enumerated transactions:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to a mortgage insurer, or the closing of the title to property to be acquired as real estate owned, or conveyance of title to real estate owned.

CONFIDENTIAL

4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the endorsement of the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the commencement and 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 of 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 8(a) through 8(e), above.

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, as fully as the undersigned might or could do, and hereby does ratify and confirm 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 the date of the Agreement as set forth above.

This appointment shall continue in full force and effect until (i) revoked in writing by the Owner, (ii) the termination of the Agreement, or (iii) with respect to any Mortgage or REO property, such Mortgage or REO property is no longer serviced by Subservicer under the Agreement.

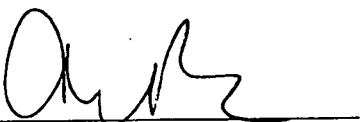
The Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Subservicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

CONFIDENTIAL


Third parties without actual notice that the Owner has revoked or terminated this Limited Power of Attorney 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 continues in full force and effect and has not been revoked or terminated.

The Subservicer shall indemnify, defend and hold harmless the Owner and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken pursuant to this Limited Power of Attorney, which act results in a Claim by virtue of the unlawful use of, or misuse of, this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Pingora Loan Servicing, LLC, as Owner under and pursuant to the Agreement, has caused this Limited Power of Attorney to be signed and acknowledged in its name and on its behalf by its duly authorized representative on this 12th day of May, 2020.


Witness #1: 

Printed name: Amanda Perez

By: 

Name: Jennifer J. Jackson

Title: Vice President

Witness #2: 

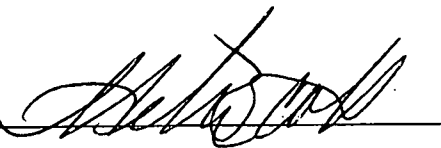
Printed name: Brenda Fulk

[Remainder of Page Intentionally Left Blank]
[Continued on Following Page]

CONFIDENTIAL

State of Nebraska
County of Scotts Bluff

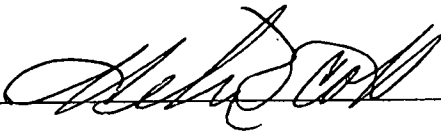
On the 12th day of May, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer J. Jackson, Vice President of Pingora Loan Servicing, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her indicated capacity, and that, by her signature on the instrument, the person upon behalf of which the individual acted executed the instrument.

Signed: 
Title: Notary Public



State of Nebraska
County of Scotts Bluff

On the 12th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Amanda Perez and Brenda Fulk, the subscribing witnesses to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that they respectively reside in Scotts Bluff County (if the place of residence is in a city, include the street and street number, if any, thereof) and Scotts Bluff County (if the place of residence is in a city, include the street and street number, if any, thereof); that they know Jennifer J. Jackson to be the individual described in and who executed the foregoing instrument; that said subscribing witnesses were present and saw said Jennifer J. Jackson execute the same; and that said witnesses at the same time subscribed their names as witnesses thereto.

Signed: 
Title: Notary Public

