

2020-011151

Klamath County, Oregon

09/03/2020 10:41:01 AM

Fee: \$87.00

### LIMITED POWER OF ATTORNEY

**1900 Capital Trust II** ("Grantor") has engaged New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing ("Shellpoint") to service a portfolio(s) of loans. Grantor's behalf (the "Assets") pursuant to that certain Servicing Agreement dated as of September 18, 2018 between Grantor and Shellpoint (the "Agreement"). Grantor provides this Limited Power of Attorney to Shellpoint to give Shellpoint the authority to service the Assets.

Now, therefore, Grantor does hereby constitute and appoint Shellpoint the true and lawful attorney-in-fact of Grantor and in Grantor's name, place and stead for the following purposes:

- a. receive, endorse and collect all checks or other instruments and satisfactions of Mortgage Loan or other security instruments;
- b. executing any to assign or endorse any Mortgage, deed of trust, promissory note or other instrument related to the Mortgage Loans;
- c. correct any assignment, mortgage, deed of trust or promissory note or other instrument related to the Mortgage Loans;
- d. complete and execute lost note affidavits or other lost document affidavits related to the Mortgage Loans;
- e. issue title requests and instructions related to the Mortgage Loans;
- f. declare defaults with respect to a Mortgage Loan or Mortgaged Property;
- g. give notices of intention to accelerate and of acceleration and of any notice as reasonably necessary or appropriate;
- h. post all notices as required by law and the Mortgage Loan Documents, including the debt instruments and the instruments securing a Mortgage Loan in order to foreclose or otherwise enforce the security instruments;
- i. pursue appropriate legal action and conduct of the foreclosure or other form of sale and/or liquidation, issue binding instructions with respect to such sale, executing all documents including all deeds and conveyances necessary to effect such sale and/or liquidation; *provided* that the Servicer shall not initiate any action, suit or proceeding solely Client's name without indicating Servicer's representative capacity;
- j. conduct eviction or similar dispossessory proceedings;
- k. take possession of collateral on behalf of Client;
- l. execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of Mortgaged Property by foreclosure or other process, including but not limited to grant, warranty, quit claim and statutory deeds or similar instruments of conveyance;
- m. execute any documents or instruments in connection with any bankruptcy or receivership of an obligor or mortgagor on a Mortgage Loan;
- n. file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including but not limited to, any deficiency amounts due following foreclosure or other acquisition or disposition of Mortgaged Property;
- o. execute all necessary documents to file claims with insurers on behalf of Client;
- p. assign, convey, accept, or otherwise transfer the interest in any Mortgaged Property on behalf of Client; and
- q. take such other actions and exercise such rights which may be taken by Client with respect to any Mortgaged Property, including but not limited to, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof.

Grantor further grants to Shellpoint as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Shellpoint may lawfully perform in exercising those powers by virtue thereof.

This Limited Power of Attorney shall be effective as of the date executed below (the "Effective Date)."

This Limited Power of Attorney shall expire two (2) years from the Effective Date.

IN WITNESS THEREOF, Grantor has executed this Limited Power of Attorney this 18th day of September, 2018.

Grantor: 1900 Capital Trust II

Witnessed by:

By: MCM Capital, LLC, its administrator

By: \_\_\_\_\_

Name: Michael Niccolini

Title: President

1. \_\_\_\_\_

2. \_\_\_\_\_

STATE OF Maryland

COUNTY OF Montgomery

On this 18th day of September 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Niccolini, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument.

(Seal)



\_\_\_\_\_  
Notary Public:  
Date: 9/18/2018