

2022-013771

Klamath County, Oregon

11/29/2022 11:24:01 AM

Fee: \$102.00

WHEN RECORDED RETURN TO:

PNWLE
11335 NE 122nd Ste 105
Kirkland, WA 98034

DOCUMENT TITLE(S):

POWER OF ATTORNEY

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR: HB3 Alternative Holdings, LLC

GRANTEE:
PHH Mortgage Corporation, dba PHH Mortgage Services

ABBREVIATED LEGAL DESCRIPTION:
N.A.

TAX PARCEL NUMBER(S):
N.A.

**SPECIAL AND LIMITED POWER OF ATTORNEY
AND RELATED COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt of which is hereby acknowledged, HB3 Alternative Holdings, LLC (the “**Company**”), a Delaware limited liability company, does herein constitute, appoint, authorize and empower both: PHH Mortgage Corporation, d/b/a PHH Mortgage Services (“**PHH**”) having an office at 1661 Worthington Rd, Ste 100, West Palm Beach, FL 33409, and REO Management Solutions, LLC (“**REOMS**”) having an office at 14405 Walters Road, Suite 500, Houston, TX 77014, each as (“**Attorney-in-Fact**”), in the name, place and stead of the Company with respect to the Mortgage Loans and related Mortgaged Properties and REO serviced by the Attorney-in-Fact on behalf of the Company pursuant to that certain Reverse Mortgage Subservicing Agreement dated as of October 1, 2021, by and between the Attorney-in-Fact, as subservicer, and Mortgage Assets Management, LLC (the “**Subservicing Agreement**”).

The Attorney-in-Fact and the Company together are the “**Parties**.” Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Subservicing Agreement.

The Attorney-in-Fact is hereby authorized, and empowered, as follows with respect to the Mortgage Loans and related Mortgaged Properties and REO serviced by the Attorney-in-Fact pursuant to the Subservicing Agreement:

- (i) To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, assumptions, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to affect their execution, delivery, conveyance, recordation or filing provided that such action does not adversely affect the lien of the Mortgage or as insured.
- (ii) To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of sale, notices of rescission, foreclosure deeds, substitutions of trustee under deeds of trust, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, other actions and execution of documents necessary to protect the interest of the Company in any bankruptcy or similar proceeding, and other documents or notice filings on behalf of the Company in connection with insurance, foreclosure, bankruptcy and eviction actions.
- (iii) To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This

power also authorizes the Attorney-in-Fact to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.

- (iv) To endorse any checks or other instruments received by the Attorney-in-Fact and made payable to the Company.
- (v) To endorse, execute or deliver any and all documents or instruments of mortgage satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to the Mortgage Loans including, without limitation, the recording or filing with the appropriate public officials of such documents or instruments and the endorsement and deposit of any such documents or instruments in connection with the foreclosure of any Mortgage Loan, or the bankruptcy or receivership of a Mortgagor.
- (vi) To execute, acknowledge, seal and deliver any and all documents, deeds, transfers, tax declarations, certificates, escrow instructions, bills of sale, closing statements and any other documents or instruments whatsoever which are necessary, appropriate, or required to transfer, sell or convey real property that constitutes REO or to effect evictions from such REO.
- (vii) To do any other act or complete any other document that arises in the normal course of servicing the Mortgage Loans and related REO.
- (viii) To perform any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the Mortgage Loans and related REO, including without limitation, delegating the authority granted herein to third parties, including but not limited to law firms or trust companies and each of their officers, directors, employees, agents and assigns.

This Special and Limited Power of Attorney and Related Covenants (the “**Power of Attorney**”) is coupled with an interest.

The appointment of the Attorney-in-Fact is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, of 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. No power is granted hereunder to take any action that would be adverse to the interests of the Company. This Power of Attorney is not intended to extend the powers granted to the Attorney-in-Fact under the Subservicing Agreement or to allow the Attorney-in-Fact to take any actions with respect to Mortgages or Mortgage Notes not authorized by the Subservicing Agreement. The authority granted to the Attorney-in-Fact by this Power of Attorney is not transferable to any other party or entity, provided that the Attorney-in-Fact may execute and deliver limited powers of attorney to its subservicers in order to further delegate the authority granted under this Power of Attorney for the purposes of effectuating the subservicer's duties and responsibilities under the related documents.

Attorney-in-Fact, by its acceptance and exercise of this Power of Attorney, agrees to indemnify, defend and hold harmless the Company and their respective directors, administrators, officers, employees, and agents (collectively the “Indemnitees”), from and against any and all liabilities,

obligations, losses, damages, penalties, actions, judgments, claims, actions, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Indemnitees by reason or result of the negligence or misuse by the Attorney-in-Fact of this Power of Attorney. The foregoing indemnity shall survive the termination of this Power of Attorney and the Subservicing Agreement.

The limited power of attorney granted herein shall commence as of the date of execution hereof and shall continue in full force and effect until terminated, in writing, by the Company.

Unless a third party has received notice that this Power of Attorney has been terminated by the Company, such third party may rely upon the exercise of the power granted herein. For the avoidance of doubt, this provision is not a waiver of any claims that the Company may have against the Attorney-in-Fact for any unlawful or improper use of this Power of Attorney by the Attorney-in-Fact.

THIS POWER OF ATTORNEY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned authorized representative of the Company has duly executed this instrument.

Dated as of October 21, 2021.

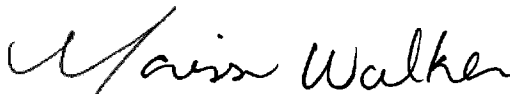
HB3 ALTERNATIVE HOLDINGS, LLC


By:



Name: Kenneth Nick

Title: Authorized Person

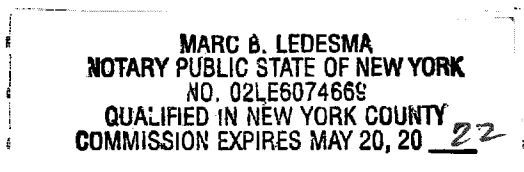

Witness Marissa Walker



Witness Roxana Hernandez

STATE OF NEW YORK }
 } :SS
COUNTY OF NEW YORK }

On this 21st day of October, 2021, before me, the undersigned notary public, personally appeared Kenneth Nick, Authorized Person, on behalf of HB3 Alternative Holdings, LLC, proved to me through satisfactory evidence of identification, or being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged the foregoing as the free act and deed of Cascade Funding Alternative Holdings, LLC.

WITNESS my hand and official seal.




Notary Public
My Commission Expires: 5/20/2022