2025-006795

Klamath County, Oregon 08/04/2025 03:51:01 PM

Fee: \$112.00

Document prepared by and After Recording Return Document to: PHH Mortgage Corporation 5720 Premier Park Drive, Building 3 West Palm Beach, FL 33407 800-449-8722 Attn: Record Services/POA Team

5894

## LIMITED POWER OF ATTORNEY

THIS POWER OF ATTORNEY AUTHORIZES THE PERSON NAMED BELOW AS MY AGENT TO SELL, LEASE, GRANT, ENCUMBER, RELEASE, OR OTHERWISE CONVEY AN INTEREST IN MY REAL PROPERTY AND TO EXECUTE DEEDS AND OTHER INSTRUMENTS FOR ME. I GIVE MY AGENT THIS POWER FOR

(Please INITIAL ONE, do not check)

(2) ALL MY REAL PROPERTY.

(1) ONLY THE SPECIFIC PROPERTY DESCRIBED AS FOLLOWS:

KNOW ALL MEN BY THESE PRESENTS, that (i) Ocwen Loan Investment HB Depositor LLC, as trust administrator (the "Trust Administrator") on behalf of Ocwen Loan Acquisition Trust 2023-HB1 (the "Trust"), located at 2000 Midlantic Drive, Suite 410-A, Mt. Laurel, NJ 08054 and (ii) Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as owner trustee (the "Owner Trustee") on behalf of the Trust solely with respect to any Mortgage Asset titled in the name of the Owner Trustee on behalf of the Trust (the Trust or the Owner Trustee, "Principal"), does hereby constitute and appoint individually and separately (1) PHH Mortgage Corporation, ("PMC"), having an office at 1661 Worthington Rd, Ste 100, West Palm Beach, FL 33409, and (2) REO Management Solutions, LLC ("REOMS") having an office at 14405 Walters Road, Suite 500, Houston, TX 77014, by and through its officers, its true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with mortgage loans serviced by PMC on behalf of Principal pursuant to that certain Servicing Agreement between PMC, the Trust, U.S. Bank Trust Company, National Association, not in its individual capacity, but solely as indenture trustee, and U.S. Bank Trust Company, National Association, as paying agent (the "Servicing Agreement") for the purpose of performing all acts and executing all documents in the name of Principal necessary and incidental to the servicing of said loans, including but not limited to:

- Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
- 2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds,

Page 1 of 5

assignments or other instruments necessary to effect such sale, transfer or disposition, and receiving proceeds and endorsing checks made payable to the order of Principal from such proceedings;

- 3. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
- 4. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which PMC has received full payment of all outstanding amounts due on behalf of the Principal;
- 5. Endorsing insurance proceeds checks and mortgage payment checks to the order of Principal;
- 6. To do any other act or complete any other document that arises in the normal course of servicing the loans and REO properties; and
- 7. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans, including, without limitation, delegating the authority granted herein to necessary third parties, including but not limited to law firms or Trust Companies and each of their officers, directors, employees, agents and assigns.

Principal further grants to PMC full power and authority to do and perform all acts necessary for PMC to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as Principal might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that PMC shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that PMC has previously done pursuant to or in connection with the Subservicing Agreement or any Limited Power of Attorney previously granted by Principal to PMC. This Limited Power of Attorney shall be in full force and effect as of September 4, 2024, until revoked or terminated by Principal.

PMC, by its acceptance and exercise of this Limited Power of Attorney, agrees to indemnify, defend and hold harmless Ocwen Loan Investment HB Depositor LLC, the Trust, the Owner Trustee, U.S. Bank National Association and U.S. Bank Trust Company, National Association (each in all their respective capacities under that certain Amended and Restated Trust Agreement dated June 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and among Ocwen Loan Investment HB Depositor LLC, the Owner Trustee, U.S. Bank National Association and U.S. Bank Trust Company, National Association), and each of their respective trustees, 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 PMC of this Limited Power of Attorney. The foregoing indemnity

shall survive the termination of this Limited Power of Attorney, the Trust Agreement and the Servicing Agreement.

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 has not been revoked by the Principal.

No director, officer, employee or agent of PMC shall be individually liable to Principal for errors in judgment made in good faith with respect to this Limited Power of Attorney. In addition, in the event PMC is entitled to indemnification hereunder, the officers, directors, employees, and agents of PMC shall also be entitled to indemnification hereunder to the same extent and under the same circumstances as PMC.

THIS LIMITED POWER OF ATTORNEY SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Principal has caused this instrument to be signed by its duly authorized officer on this 4 day of September, 2024.

Ocwen Loan Acquisition Trust 2023-HB1

By: Ocwen Loan Investment HB Depositor LLC, its Trust Administrator

Name: Chad Delfs
Title: Vice President

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee on behalf of the Trust

By: Ocwen Loan Investment HB Depositor LLC, its attorney-in-fact

Name: Chad Delfs
Title: Vice President

Name: Adenike Burrowes

Witness: Tiphani Rutledge

## **NOTARY ACKNOWLEDGEMENT**

STATE OF Florida

COUNTY OF Palm Beach

On this 4 day of September 2024, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Chad Delfs, Vice President, by government identification, driver license to me to be the person who executed the within instrument on behalf of Ocwen Loan Investment HB Depositor LLC, in its capacity as Trust Administrator of the Trust and attorney-in-fact of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee on behalf of Ocwen Loan Investment HB Depositor LLC, in its capacity as Trust Administrator of the Ocwen Loan Acquisition Trust 2023-HB1 and attorney-in-fact of Wilmington Savings Fund Society, FSB. not in its individual capacity but solely as Owner Trustee on behalf of the Trust, and he or she acknowledged that said instrument is the free act and deed of said Ocwen Loan Investment HB Depositor LLC. in its capacity as Trust Administrator of the Trust and attorney-in-fact of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee on behalf of the Trust, and he or she signed it voluntarily for its stated purpose and that he or she, being authorized to do so, executed and delivered said for the purposes therein contained.

WITNESS by hand and official seal.

6/10/10

Notary Fighting State of Florida
Jorge Marin
My Commission HM 497979
Expires 6/16/2028

## **EXHIBIT "A"**

## **LEGAL DESCRIPTION**

File No: 36-00390138

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO WIT:

LOT 4 IN BLOCK 28, HOT SPRINGS ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: 304646

BEING THE SAME PROPERTY CONVEYED TO GERALD E. VERMILLION AND MARY E. VERMILLION, HUSBAND AND WIFE, BY DEED FROM FREDA W. HAHN AND SHARON W. WOOD, CO-TRUSTEES OF THE FREDA W. HAHN TRUST RECORDED 06/30/1988 IN DEED BOOK M88 PAGE 10258, IN THE LAND RECORDS OF KLAMATH COUNTY, OREGON.