

In a hardship or emergency situation, Western Bancorp will permit the Mortgage Note, the Deed of Trust and other closing documents to be executed by a person acting as an attorney-in-fact pursuant to authority granted by a Borrower under a Power of Attorney (POA).

The POA must be in the form of a specific, special or military Power of Attorney and must be covered by a title insurance policy. All Power of Attorney's must be reviewed and approved by the Western Bancorp closing department prior to drawing loan documents.

#### **INELIGIBLE TRANSACTION TYPES**

- Cash-out refinance
- Non-owner occupied transactions
- Identity of interest or non-arms-length transactions
- Non-occupant borrowers may not use a Power of Attorney

#### **REQUIREMENTS FOR USE OF A POWER OF ATTORNEY**

The Power of Attorney (POA) can be used only for closing documents, and must comply with the following:

- A. POA Types
  - Specific/Special
- B. Property Address
  - Must specifically identify the subject property address.
- C. Borrower Identification
  - Must clearly identify that the Borrower is identifying an attorney-in-fact.
- D. The attorney-in-fact may not be
  - the Lender or a Control Affiliate of the Lender
  - employee of the Lender originator
  - escrow or closing agent
  - property seller
  - real estate agent
  - any party to the transaction
  - a party with a direct or indirect financial interest in the transaction
  - any other party deemed ineligible by Western Bancorp
- E. The Borrower's name(s) on the POA must match the name(s) on the Note, Deed and other documents signed.
- F. Valid at time of Note
  - POA must be signed and dated by the Borrower such that it was valid at the time the Note or Mortgage was executed.

#### G. Notary Requirement

- Notarized signature of grantor (if executed outside the U.S., it must be notarized at a U.S. Embassy or a military installation).

#### H. Stamped

- Must bear the Recorder's stamp, if previously recorded.

#### I. Expiration

- Must be in full force and effect on the closing date, and must be revocable only in writing or alternatively gives a specific expiration date which survives the closing date.

#### J. Signature Blocks

- The Attorney-in-Fact must execute all closing documents at settlement in a manner to match the typed signature blocks on the Mortgage Loan Documents. If an Attorney-in-Fact is signing closing documents, no less than the following must be signed as attorney-in-fact:
  - Note
  - Deed of Trust
  - TIL
  - Notice of Right to Cancel
  - Final Closing Disclosure

#### K. Title Insurance

- The title company must insure that Western Bancorp and/ or assignee is in first lien position without exception to the POA.

#### L. Multiple Borrowers

- Separate, executed POA must exist for each borrower not present at closing

### **RESTRICTIONS ON THE USE OF POWER OF ATTORNEY'S**

A power of Attorney may not be utilized to sign a security instrument or note if no other borrower executed such loan documents in person and in the presence of a notary unless;

- The attorney in fact is the borrower's attorney at law
- The attorney in fact is the borrower's relative

Relative is defined as the borrower's spouse, child, fiancé, fiancée, domestic partner or other dependent or any other individual who is related to the borrower by blood, marriage, adoption, or legal guardianship.

At least one Borrower must be present at closing, unless a face-to-face interview has been conducted with all applicants.

A POA is may not be allowed if the initial disclosures are electronically signed.

A POA is not allowed for single borrower transactions. The only exception is for active duty military personnel

**DUPLICATE OR CONFIRMED COPY**

Western Bancorp will accept a duplicate or conformed copy of the Power of Attorney, together with a certificate of receipt from the recording office, certifying that such copy represents a true and complete copy of the original and that such original has been or is currently submitted to be recorded.

**ACCEPTABLE SIGNATURE FORMAT**

<p><i>Jane Mac by John Mac, Attorney-in-Fact</i></p> <p>Jane Mac by John Mac, Attorney-in-Fact</p>
<p><i>John Mac as AIF for Jane Mac pursuant to POA dated XX-XX-XX</i></p> <p>Jane Mac</p>
<p><i>Jane Mac by John Mac AIF (or POA)</i></p> <p>Jane Mac</p>
<p><i>Jane Mac by John Mac</i></p> <p>Jane Mac, by John Mac as her Attorney-in-Fact (or POA)</p>
<p><i>Jane Mac</i></p> <p>Jane Mac, by John Mac as her Attorney-in-Fact (or POA)</p>