

EXHIBIT D

Prepared by:
Bryce Braegger
Recording requested by and
When recorded return to:
Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
Salt Lake City, UT 84119

E 3477013 8 8010 P 203-207
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/16/2022 09:31 AM
FEE \$40.00 Pgs: 5
DEP RTT REC'D FOR SELECT PORTFOLIO
SERVICING INC

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **Wilmington Savings Fund Society, FSB**, not in its individual capacity but solely as trustee for the holders of **SGRMT 2021-2 Mortgage Pass-Through Certificates**, (the "Trustee"), having an office at 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, pursuant to the Mortgage Loan Servicing Assignment, Assumption and Recognition Agreement, dated as of October 29, 2021 (the "Agreement"), hereby constitutes and appoints **Select Portfolio Servicing, Inc.**, ("SPS"), whose address is 3217 S. Decker Lake Dr., Salt Lake City, Utah 84119, by and through SPS's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement for the purpose of performing all acts and executing all documents in the name of the Trustee as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the 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 the Trustee (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 for which the Servicer is performing servicing activities all subject to the terms of the Agreement.

This appointment shall apply to the following enumerated transactions only:

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; 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 the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements, estoppel certificates, financing statements, continuation statements, releases, reconveyances, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, property adjustment agreements, management agreements, listing agreements, and purchase and sale 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 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 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 performing 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.
9. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
10. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

11. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
12. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
13. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (12), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

Trustee also grants unto Servicer the full power and authority to correct ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (13) above.

The execution and delivery of this Limited Power of Attorney by Trustee shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Trustee or SPS in or under the Agreement (other than a discharge of the obligations of the Trustee under the Agreement to execute and deliver this Limited Power of Attorney), and such execution and delivery shall not be (or be deemed) a modification or amendment of any provision of the Agreement in any respect.

This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by the Trustee and SPS. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

This Limited Power of Attorney shall inure to the benefit of, and be binding upon, the Trustee and SPS and their respective successors and assigns; provided, however, that SPS shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of the Trustee, and any such purported assignment without such consent shall be void and of no effect.

This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any conflicts of law

rules that might apply the Laws of any other jurisdiction.

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 and in accordance with the standard of care set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to 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 October 29, 2021.

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 shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Nothing contained herein shall (i) limit in any manner any indemnification provided by SPS to the Trustee under the Agreement, or (ii) be construed to grant SPS the power to initiate or defend any suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB in its individual capacity. If SPS receives any notice of suit, litigation or proceeding in the name of Wilmington Savings Fund Society, FSB, in its individual capacity, then SPS shall promptly forward a copy of same to such party.

This Limited Power of Attorney is not intended to extend the powers granted to SPS under Agreement or to allow SPS to take any action with respect to security instruments or promissory notes (or other evidence of indebtedness) not authorized by the the Agreement.

SPS hereby agrees to indemnify and hold Wilmington Savings Fund Society, FSB, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with its misuse of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the resignation or removal of the Trustee under the Agreements.

(Signature page follows)

WITNESS my hand and seal this 27th day of January, 2022.

NO CORPORATE SEAL

Wilmington Savings Fund Society, FSB, not
in its individual capacity but solely as
trustee for the holders of SGRMT 2021-2
Mortgage Pass-Through Certificates



Witness: Devon C. A. Reverdito

By: 

Name: Mary Emily Pagano
Title: Assistant Vice President



Witness: Kyle Broadbent

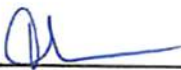
CORPORATE ACKNOWLEDGEMENT

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On the 27th day of January, in the year 2022, before me, the undersigned, personally appeared Mary Emily Pagano, Assistant Vice President of Wilmington Savings Fund Society, FSB, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 

Notary Public
My commission expires: November 8, 2023

