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LIMITED POWER OF ATTORNEY

GMAC Mortgage, LLC, a Delaware limited liability company, in order to carry out the intent and purposes of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of November 14, 2008 by and between GMAC Mortgage, LLC and Nationstar Mortgage LLC, has made, constituted and appointed and by these presents does make, constitute and appoint Nationstar Mortgage LLC, a Delaware limited liability company, and any of its affiliates, and the officers, employees and agents of each, as its true and lawful attorney-in-fact, with full power of substitution:

1. to endorse the name of GMAC Mortgage, LLC, without recourse, upon any and all notes, checks, drafts or other instruments and vehicles of the payment of money received or to be received by or on behalf of Nationstar Mortgage LLC in payment of or on any Mortgage Loan or issuance proceeds resulting from any insurance on any Mortgaged Property, and to take any and all action necessary to perfect the interest of Nationstar Mortgage LLC in any Mortgaged Loan;
2. to give releases, to enforce any guaranties or draw down on any letters of credit issued in connection with the Purchased Assets; and;
3. to sign or endorse title certificates, assignments, insurance policies and other instruments or documents as may from time to time be necessary or appropriate to implement the transactions contemplated by the Asset Purchase Agreement.

Agreements, instruments, powers of attorney, certificates, documents, applications, filings, deeds and other writings executed by the above-designated attorney-in-fact in accordance with the terms hereof shall be binding upon GMAC Mortgage, LLC without attestation and without affixation of the seal of GMAC Mortgage, LLC. The Power of Attorney conferred hereby shall not be delegable.

Capitalized terms used herein but not otherwise defined shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

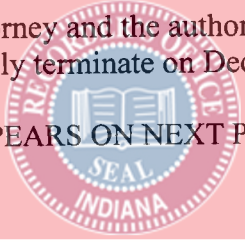
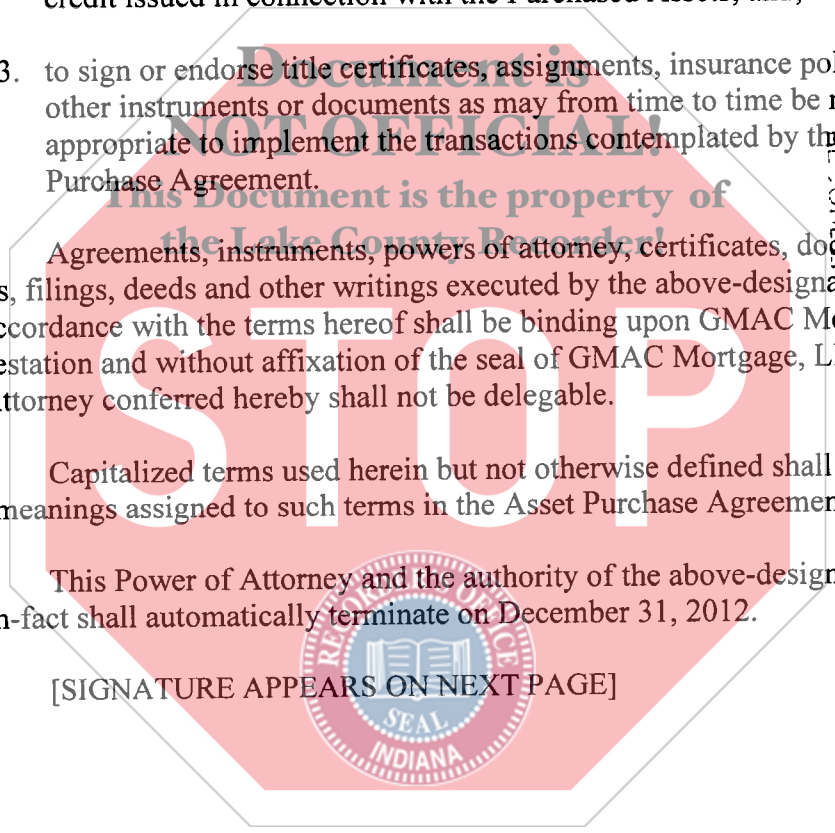
This Power of Attorney and the authority of the above-designated attorneys-in-fact shall automatically terminate on December 31, 2012.

[SIGNATURE APPEARS ON NEXT PAGE]

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STATE OF INDIANA
LAKE COUNTY
CLERK OF SUPERIOR COURT



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IN WITNESS WHEREOF, GMAC Mortgage, LLC has caused this Power of Attorney to be executed by its duly authorized officer.

Dated this 7th day of March, 2012.

By: _____
Name: **CURTIS J. SCHARES**
Title: **VICE PRESIDENT**

GMAC MORTGAGE, LLC

WITNESS
By: _____
Name: *Jim Jensen*
Title: *Business Development*

WITNESS
By: _____
Name: *Cathy Farles*
Title: *Project Leader*

STATE OF IOWA
COUNTY OF BLACK HAWK

On this 7th day of March 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Curtis Schares, Vice President of GMAC Mortgage, LLC personally known to me to be the person who executed the within instrument on the behalf of the corporation therein named, and duly acknowledged that said instrument is the act and deed of said corporation, and that he or she, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness by hand and official seal.

Tammy K Hayes
Notarial Seal, Iowa
Commission Number 171889
My Commission Expires Nov. 8, 2014

Sammy K. Hayes
Notary Public
My Commission Expires 11/8/14