



**After Recording return to:**

Name  
Address

CFN 20130404098  
OR BK 26320 PG 0564  
RECORDED 09/12/2013 12:54:05  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0564 - 566; (3pgs)

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**LIMITED POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, **THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK** as successor in interest to JP Morgan Chase Bank, National Association having an office at 101 Barclay Street, NYC, NY 10286 (the "Bank"), hereby appoint **Ocwen Loan Servicing, LLC**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with **GSAMP Trust 2004-SEA2, Mortgage Pass-Through Certificates, Series 2004-SEA2**, on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings 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 re-recording, 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 in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of 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 and modification agreements.

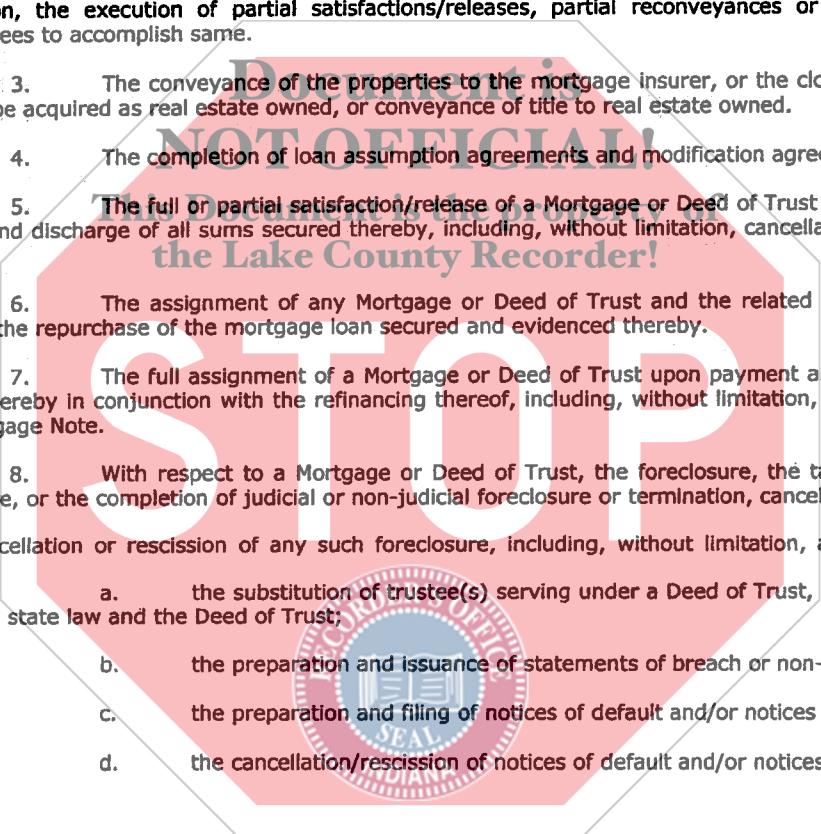
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

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;



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- e. the taking of a deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of 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; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

**This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.**

**The authority granted to the Attorney by the Power of Attorney is not transferable to any other party or entity.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York successor in interest to JPMorgan Chase Bank, National Association as Trustee pursuant to the Pooling and Servicing Agreement among the Depositor, the Servicer, the Responsible Party, the Trustee and Backup Servicer, dated as of June 1, 2004 and these present to be signed and acknowledged in its name and behalf by Marybeth A. Lewicki and Philip Reinle duly elected and authorized Managing Director and Vice President this 4th day of September 2013.



The Bank of New York Mellon f/k/a The Bank of New York successor in interest to to JPMorgan Chase Bank, National Association, as Trustee for **GSAMP Trust 2004-SEA2, Mortgage Pass-Through Certificates, Series 2004-SEA2**

By: Marybeth A. Lewicki  
 Name: Marybeth A. Lewicki  
 Title: Managing Director

By: Philip Reinle  
 Name: Philip Reinle  
 Title: Vice President

Witness: Edward Cofie  
 Printed Name: Edward Cofie

Witness: Maria Aita  
 Printed Name: Maria Aita

**ACKNOWLEDGEMENT**

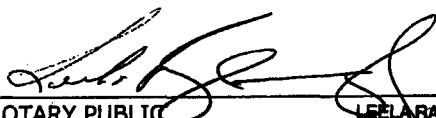
STATE OF NEW YORK §

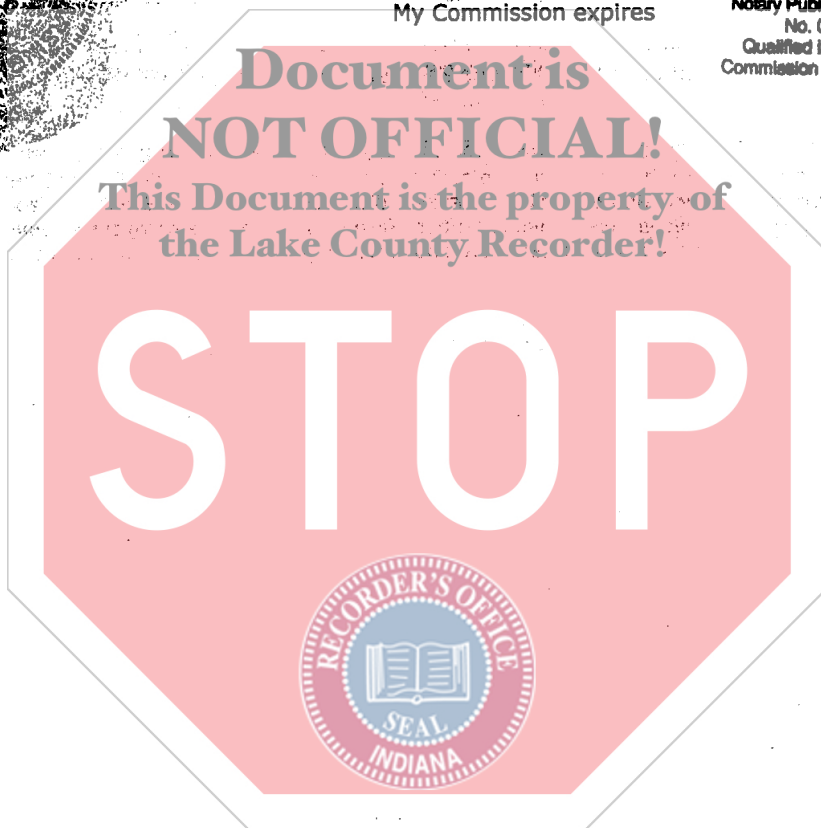
COUNTY OF NEW YORK §

On the 4th day of September in the year 2013 before me, the undersigned, personally appeared Marybeth A. Lewicki and Philip Reinle, known to be or proved to me on the basis of satisfactory evidence to be the Managing Director and Vice President, respectively of The Bank of New York Mellon as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 4th day of September, 2013

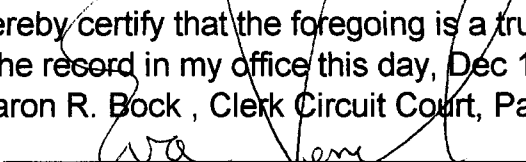


  
NOTARY PUBLIC  
My Commission expires  
**LEELA RAGHBARSINGH**  
Notary Public, State of New York  
No. 01RA6285400  
Qualified in New York County  
Commission Expires July 22, 2017



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I hereby certify that the foregoing is a true copy of the record in my office this day, Dec 11, 2013.  
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida  
BY  Deputy Clerk