LAKE COUNTY

Prepared By and Return To:

Ti4/e 365 YD Rouser Rd. Bldg 3, Swite 5 Corgapolis PR 15108

2015 059510

2015 SEP -2 AH :--

MICHAEL B. BRO Am RECORDER

### AFFIDAVIT BY ATTORNEY IN FACT

State of

County of Dentun

The Bank of New York Mellon, as Trustee for Amortizing Residential Collateral Mortgage Pass-Through Certificates, Series 2001-BC6, being sworn on oath, says:

Affiant is the Attorney-in-Fact (or agent) named in that certain Power of Attorney dated July 1, 2015 executed by The Bank of New York Mellon, as Trustee for Amortizing Residential Collateral Mortgage Pass-Through Certificates, Series 2001-BC6 as Grantor and Principal, relating to real property in Lake County in the State of Indiana, legally described as follows:

THE WEST HALF OF THE NORTH 8 FEET OF LOT 44 AND THE WEST HALF OF LOTS 45, 46, 47 AND 48 IN BLOCK 7 IN SCHUG PARK SOUTH BROADWAY ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

2 Affiant does not have actual knowledge and has not received actual notice of the revocation or apacity, incompetence or otherwise, or notice of any facts indicating the same.

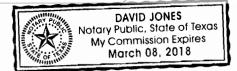
3. of Attorney and certifies that to the best of Afriant's actu amended since the signing been changed, replaced or

This Document is the appropriate Mellon fas Trustee for the Lake County region Certificates, Series 2001-BC6, by Nationstar Mortgage, LLC as attorney-in-fact Assistar STATE OF COUNTY OF I, David Some Sound of the Bank of New York Mellon, as Trustee for Amortizing Residential Collateral Mortgage Pass-Through Certificates, Series 2001-BC6 personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

Notary Public

My Commission Expires:

(SEAL)



**AMOUNT &** - CHARGE CHECK #/0000 241 OVERAGE COPY\_

NON-COM CLERK\_

IN1-1500012

150030\_Affidavit\_AttorneyInFactREO\_FL

AFTER RECORDING RETURN TO
ATTN: POA.
4000 Horizon Way
Irving, TX 75063

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON 6/k/a THE BANK OF NEW YORK, having an office at 101 Barclay Street. New York 10286 (the "Bank"), hereby appoints Nationstar Mortgage LLC, be the Bank's true and lawful Anomey-in-Fact the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with those pooling and servicing agreements related to the trusts listed on Exhibit Athereto on behalf of the Bank:

- 1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage 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 hen of the Mortgage as insured.
- 2. The subordination of the lien of a Mortgage 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 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, or bills of sale, and other instruments of sale.
- 4. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: 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 necessar the effect of the property.
  - 5. The completion of Joan assumption agreements and modification agreements
- 6. The full of pariel later turn there is Margareto preserve upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 7. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 8. The full assignment of a Mortgage 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.
- 9. With respect to a Mortgage, 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:
  - the substitution of trustee(s) second the Mortgage, in accordance with state law and the Mortgage;
  - b. the preparation and issuance of statements of breach or non-performance
  - c. the preparation and filing of notices of detault and/or notices of sales
  - d. the cancellation/rescission of nonces/of attrule and/or nonces of sale;
  - 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 or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.a., above; and

To execute any other documents referred to in the above-mentioned documents or that are ancestary or related thereto or contemplated by the provisions thereof, and to do all things necessary or expedient to give effect to the atoresaid 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.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable pooling and servicing agreement.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (1) 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 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.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Power of Attorney 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 suiffed and efficiency 1

IN WITNESS WHERE IN The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank N.A. as Trustee, persuant to the applicable agreements, and these present to be signed and acknowledged upon a name and behalf by Loretta A Lundberg its duly elected and authorized Managing Director and Gavin Tsang its duly elected and authorized Vice President this 1st day of July, 2015.

The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank N.A., f/k/a Bank One N.A. as Thistee

By:

Name: Lore ta A Lundberg
Title: Managing Director

Witness:

Printed Name: Margarita Krupkina

#### ACKNOWLEDGEMENT

## STATE OF NEW YORK

## COUNTY OF NEW YORK

On the 1<sup>S1</sup> day of July in the year 2015 before me, the undersigned, personally appeared before me the above-named. Loretta A Lundberg and Gavin Tsang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Managing Director and Vice. President of The Bank of New York Mellon f/k/a The Bank of New York, 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 1<sup>ST</sup> day of July, 2015

Document is the property of the Lake Courant Polici, State of New York No. 01PU6295251

Qualified in New York County Commission Expires Dec. 30, 2017

# EXHIBIT A

ARC 2001-9 THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK. AS SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, F/K/A BANK ONE, NATIONAL ASSOCIATION AS TRUSTEE FOR AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-9

ARC 2005-16 THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, F/K/A BANK ONE, NATIONAL ASSOCIATION AS TRUSTEE FOR AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-16

ARC 2001-BC6 THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, F/K/A BANK ONE, NATIONAL ASSOCIATION AS TRUSTEE FOR AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-BC6

THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS SUCCESSOR IN INTEREST TO IPMORGAN CHASE BANK, NATIONAL ASSOCIATION, F/K/A BANK ONE, NATIONAL ASSOCIATION AS TRUSTEE FOR AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-BC5

This Document is the property of

ARC 2002-BC2

THE BANK OF NEW YORK AS SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, F/K/A BANK ONE, NATIONAL ASSOCIATION AS TRUSTEE FOR AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-BC2