

# Worcester South District Registry of Deeds Electronically Recorded Document

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2015 068367

STATE OF INDIANA  
 LAKE COUNTY  
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 2015 OCT -6 AM 9:16  
 MICHAEL B. BROWN  
 RECORDER

AMOUNT \$ 18-  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 1201101  
 OVERAGE 120193  
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Worcester South District Registry of Deeds  
 Anthony J. Vigliotti, Register  
 90 Front St  
 Worcester, MA 01608  
 (508) 798-7717

2015 068367

2015 OCT -6 AM 9:17

FORM OF LIMITED POWER OF ATTORNEY

MICHAEL B. BROWN  
RECORDER

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WELLS FARGO BANK, N.A. ("Company"), by these presents does hereby make, constitute and appoint Rushmore Loan Management Services LLC, a limited liability company ("Servicer"), Company's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Company's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with the sale and transfer of certain mortgage loans (such loans, the "Loans") pursuant to that certain Mortgage Loan Purchase and Sale Agreement, dated as of May 14, 2015, between the Federal Home Loan Mortgage Corporation, as the seller, and GCAT Management Services 2015-13 LLC, as the purchaser. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans, to the extent mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Company or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Company as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to GCAT Management Services 2015-13 LLC or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REQ Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; settlement statements; and any other document necessary to effect the transfer of REO Property;
7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

With respect to the Actions, Company gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state and is valid only through November 10, 2015 unless cancelled prior to said date if in the Company's sole discretion, the Servicer acts outside of

the Actions permitted above or in any way misuses this Power of Attorney.

Servicer hereby agrees to indemnify and hold the Company, 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 the misuse of this Limited Power of Attorney by the Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the undersigned has executed this Limited Power of Attorney this day, June 10, 2015.

Unofficial Witnesses:

[Signature]  
Name: Scott Gillquist

[Signature]  
Name: Brenda Dievehey

Wells Fargo Bank, N.A.

By: [Signature]  
Name: Gretel Meier  
Title: Vice President

By: [Signature]  
Name: John Chozen  
Title: Vice President

STATE OF MINNESOTA

HENNEPIN COUNTY

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the Lake County Recorder.**

On this day, June 10, 2015, before me, the undersigned, personally appeared Gretel Meier and John Chozen, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that the individuals executed the same in their capacity, and that said instrument was executed on behalf of said corporation.

[Signature]  
Notary Public  
My commission expires: January 31, 2017



ATTEST: WORC Anthony J. Vigliotti, Register