

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 043842

2017 JUL 18 AM 11:40
MICHAEL B. BROWN
RECORDER

RETURN TO:
Orange Coast Lender Services
1000 Commerce Drive, Suite 520
Pittsburgh, PA 15275

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489618

(SPACE ABOVE FOR RECORDER'S USE)

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Power of Attorney
(DOCUMENT FILED)



AMOUNT \$ 25.00
CASH CHARGE
CHECK# 123205
OVERAGE
COPY
NON-CONF
DEPUTY JB

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Type: Deeds
Kind: POWER OF ATTORNEY
Recorded: 1/27/2012 1:27:10 PM
Fee Amt: \$52.00 Page 1 of 5
Montgomery County, OH
Willis E. Blackshear Recorder

File# 2012-00005563

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THIS DOCUMENT is affixed to the original
Dated: 11/8/11

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P/A-5

Power of Attorney
For

Grantor: EMC Mortgage LLC formerly known as EMC Mortgage Corporation
850 Lake Heights Court, Lewisville TX 75067

Grantee: Wells Fargo Bank, NA
8480 Stagecoach Circle, Frederick, MD 21701

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Me

71381202 RECORDER

~~Return~~ Prepared by: Natasha Jackson
Rels Settlement Services
1 Corelogic Dr, 6-4-300
Westlake, TX 76262
8176995620

~~After Recording Please Return to:
Premiere Asset Services
Attn: Kristen Bremer
1 Home Campus
MAC X2301-049
Des Moines, IA 50328~~

~~Recording Requested By and
When Recorded Mail To:~~

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Space Above for Recording Information

STOP
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that EMC Mortgage LLC formerly known as EMC Mortgage Corporation ("Investor"), organized and existing under the laws of the United States, as Investor, pursuant to the *Amended and Restated Master Sellers' Warranties and Servicing Agreement and solely with response to the assets serviced pursuant to such agreement by and between Owner and Servicer dated November 1, 2005* (the "Agreement"), hereby constitutes and appoints WELLS FARGO BANK, N.A. ("Servicer"), by and through its officers, the Investor's true and lawful Attorney-in-Fact, in the Investor's name, place and stead and for the Investor's benefit, in connection with all mortgage loans serviced by Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Investor, 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 acting as the Servicer under the Agreement and is servicing the Mortgage Notes and Mortgages.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise confirms to the provisions of the Agreements.
2. The execution, on behalf of the Investor, of a loan modification agreement entered into between the Mortgagor and the Investor as provided in the related Agreement.
3. 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 also shall include,

without limitation, the authority to consent to temporary and permanent easements, and to the execution of partial satisfactions or releases, partial reconveyances or the execution or requests to the Investor to accomplish same.

4. The execution of documents consenting to lot splits, lot line adjustments and similar property adjustments, partial satisfactions or releases, partial reconveyances or the execution or requests to the Investor to accomplish same.

5. 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.

6. The completion of loan assumption agreements.

7. 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.

8. 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.

9. 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.

10. 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, 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 deeds 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 10.a. through 10.e. above.

11. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:

- a. listing agreements;
- b. purchase and sale agreements;
- c. grant/special or limited warranty/quit claim deeds or other non-warranty deed causing the transfer of title of the property to a party contracted to purchase same;
- d. escrow instructions; and
- e. any and all documents necessary to effect the transfer of property.

12. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

13. If Servicer is defending the Investor in litigation pursuant to an obligation or duty to defend arising under any one of the Agreements, to execute and/or file such documents, and take such other action as is proper and necessary in the defense of the Investor in such litigation and in the resolution of such litigation.

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 as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of April 12th, 2011.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Investor under the Agreements, or (ii) be construed to grant Servicer the power to initiate or defend any suit, litigation or proceeding in the name of the Investor, except as specifically provided for herein. If Servicer receives any notice of suit, litigation or proceeding in the name of the Investor, then Servicer shall promptly forward a copy of same to the Investor.

This Limited Power of Attorney is not intended to extend the powers granted to Servicer under the Agreements or to allow Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.


Servicer hereby agrees to indemnify and hold the Investor 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 the imprudent or improper exercise by Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Investor under the Agreements.

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.


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.

IN WITNESS WHEREOF, EMC Mortgage LLC has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 12th day of April, 2011.

EMC Mortgage LLC


Witness: Jonathan Davis

By 
Helaine Hebble
Senior Vice President


Witness: Seth Fenton

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STOP

Acknowledged and Agreed
Servicer

By: 
Name: MELANIE HOPKE
Title: Vice President Loan Documentation

FOR CORPORATE ACKNOWLEDGMENT



State of New York

County of New York

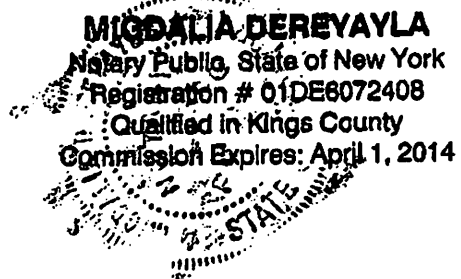
On this 12th day of April, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Helaine Hebble, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Senior Vice President of EMC Mortgage LLC that executed the within instruments, and known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledge to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature 

(NOTARY SEAL)

My commission expires: 4-1-2014





THE STATE OF OHIO }
MONTGOMERY COUNTY } ss.

I, WILLIS E. BLACKSHEAR, RECORDER, within and for the County and State aforesaid, do hereby certify that the foregoing is a true and correct copy of the POWER OF
ATTORNEY recorded at 12-5563.
Witness my hand and seal of said office this 28th
day of JUNE, A. D., 20 17.

WILLIS E. BLACKSHEAR, RECORDER
Montgomery County, Ohio

Raised Imprint Seal of the
Montgomery County Recorder

By Kevin D. Range,
Deputy Recorder

