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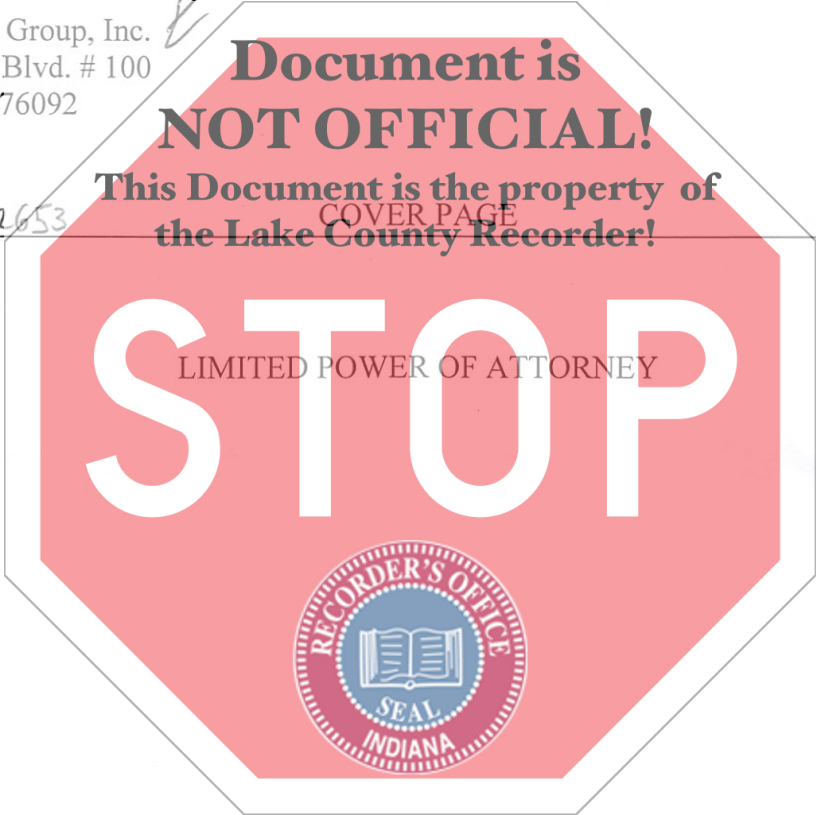
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 OCT -5 AM 11:28

MICHAEL B. BROWN  
RECORDER

RETURN TO:  
C. R. Hall  
Orion Financial Group, Inc.  
2860 Exchange Blvd. # 100  
Southlake, TX 76092

Lake, IN 17092653



\$ 25<sup>00</sup>  
# 1505660  
CAB

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with that certain Loan Sale Agreement dated as of March 31, 2017 (the “Closing Date”) between The Bank of New York Mellon, not in its individual capacity but solely as Indenture Trustee of the Trusts identified therein, as Seller, and 2005 Residential Trust 3-1, as Purchaser (the “Sale Agreement”). As permitted by Section 6(a)(iii) of the Loan Sale Agreement, MBIA Insurance Corporation (the “Insurer”) and the Purchaser request that the Indenture Trustee execute and deliver to the Purchaser this Limited Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS, Seller hereby makes, constitutes and appoints Orion Financial Group, Inc., as custodian (the “Custodian”) of 2005 Residential Trust 3-1, in Seller’s name, place, and stead, Seller’s true and lawful attorney-in-fact, with power of substitution only as set forth as follows:

(i) To execute, acknowledge, seal and deliver on behalf of Seller (a) all instruments of assignment, transfer and conveyance, in each case, as may be reasonably necessary and proper to evidence or effect the sale and transfer to Purchaser of any asset (together with all collateral thereto and all rights and obligations under all documents related thereto) purchased by Purchaser pursuant to the Loan Sale Agreement (the “Loans”) and (b) in connection with such sale and transfer to Purchaser, any of the following enumerated documents solely related to the Loans:

1. Mortgage/trust deed assignments to Purchaser;
2. Substitutions of trustee;
3. Quitclaim deed to Purchaser;
4. Full or partial release of a mortgage or trust deed, and trust deed reconveyance and mortgage release documents;
5. Releases of security interests in collateral for the Loans; and
6. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility company of a United States governmental agency or unit with power of eminent domain; this section shall include, without limitation the execution of partial satisfaction/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

(ii) To endorse checks and other negotiable instruments solely related to the Loans;

(iii) To do and perform only such acts necessary and proper to carry into effect the express powers granted by this Limited Power of Attorney, solely related to the Loans, as fully as Seller might or could do with the same validity as if all and every such act had been herein particularly state, expressed and especially provided for.

Seller will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Purchaser to undertake whatever procedures may be necessary to confirm the accuracy of such items. All actions taken by Purchaser pursuant to this Limited Power of Attorney must be in compliance with all state and federal debt collection laws, any other applicable state and federal laws and only to release the Indenture Trustee's liens on the Loans which are expressly permitted to be released in accordance with the Loan Sale Agreement.

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, does not give rise to, and is not to be construed as a general power of attorney.

This Limited Power of Attorney is not intended to extend the powers granted to said attorney-in-fact under any other agreement or to allow said attorney-in-fact to take any action with respect to the Loans that is not authorized herein or in any other agreement. Nothing contained herein shall be construed (i) to grant the Purchaser the power to initiate or defend any suit, litigation, or proceeding in the name of Seller or be construed to create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of the Purchaser or (ii) to grant the Purchaser the power to incur or agree to any liability or obligation in the name or on behalf of Seller.

Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by Purchaser to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Purchaser for all purposes of this Limited Power of Attorney. This Limited Power of Attorney shall be effective as of the Closing Date and continue in full force and effect until one year after the Closing Date.

Seller authorizes Purchaser, by and through any of its directors or officers, or any other employee who is duly authorized by Purchaser to certify, deliver and/or record copies and originals of this Limited Power of Attorney.

The Purchaser and its Custodian shall, no later than one year and one calendar month after the Closing Date, provide the Indenture Trustee and the Insurer written notice of all liens and releases filed using this Limited Power of Attorney signed by authorized officers of the Purchaser and the Custodian.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. 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.

The Purchaser shall indemnify, defend and hold harmless Seller, its agents, and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by it (ors substitute a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used) or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person or not expressly authorized hereby.

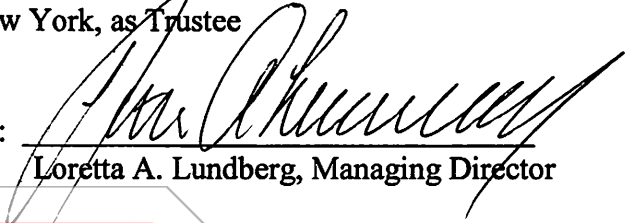
It is expressly understood and agreed by the recipient hereof that (a) this Limited Power of Attorney is executed and delivered by The Bank of New York Mellon, not individually or personally but solely as the indenture trustee, in the exercise of the powers and authority conferred and vested in it, (b) the representations, undertakings and agreements herein or in any other agreement related hereto, as applicable, made on the part of Seller are made and intended not as personal representations, undertakings and agreements by The Bank of New York Mellon but are made and intended for the purpose of binding only the Trust, (c) nothing herein contained or in any other agreement related hereto shall be construed as creating any liability on The Bank of New York Mellon, individually or personally, to perform any covenant either expressed or implied contained herein or therein, as applicable, all such liability, if any, being expressly waived by the recipients to this Limited Power of Attorney and any other related agreement and by any person claiming by, through or under such parties and (d) under no circumstances shall The Bank of New York Mellon be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Seller under this Limited Power of Attorney and any other agreement related hereto or substitutes) pursuant to this Limited Power of Attorney which act results in





IN WITNESS WHEREOF, The Bank of New York Mellon, not in its individual capacity but solely as Indenture Trustee of the Trusts identified in the foregoing Sale Agreement, has caused these presents to be signed and acknowledged in its name and behalf by Loretta A. Lundberg its duly elected and authorized Managing Director and Gavin Tsang its duly authorized Vice President this 9th day of June, 2017.

The Bank of New York Mellon fka The Bank of New York, as Trustee

Witness:   
Tatiana Terehova

By:   
Loretta A. Lundberg, Managing Director

Witness:  Thomas R. Johnson. By:  Gavin Tsang, Vice President





AFFIDAVIT

STATE OF New York  
COUNTY OF New York

On June 9<sup>th</sup>, 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Loretta A. Lundberg and Gavin Tsang, personally known to me 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, 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.

WITNESS my hand and official seal.



(Seal)