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RECORDED 09/23/2019 15:06:50

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 0145 - 152; (8pgs)

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Document drafted by and  
After Recording Return Document To:  
PHH Mortgage Corporation  
5720 Premier Park Dr Bldg 3  
West Palm Beach, FL 33407  
Attn: Record Services

**2020-024714**

2020 May 5

10:16 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

4686

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the authority granted under that certain limited power of attorney attached as Exhibit A (the "Limited POA"), NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing (the "Company"), in its capacity as Servicer, having a place of business at 75 Beattie Place, Suite 300, Greenville, SC 29601, does hereby further constitute and appoint PHH Mortgage Corporation successor by merger to Ocwen Loan Servicing LLC, a Delaware limited liability company ("PMC"), having an office at 1661 Worthington Rd, Ste. 100, West Palm Beach, FL 33409, by and through its officers, its true and lawful Attorney-in-Fact, in its name, place and stead and for its benefit, in connection with the Subservicing Agreement, dated as of August 17, 2018, by and between New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing and Ocwen Loan Servicing, LLC, ("Agreement").

Pursuant to the authority granted under the Limited POA, the Company hereby further grants its authority and power to execute any and all such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do under the Limited POA, and hereby does ratify and confirm all that PMC shall lawfully do or cause to be done by authority hereof. The undersigned also grants unto said Attorney-in-fact, subject to the foregoing limitations, the full power and authority to correct minor ambiguities and errors in documents necessary to effect the above, for the purpose of performing all acts and executing all documents in the name of the Company necessary and incidental to the servicing of said loans, including but not limited to:

1. Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and

BNYM GSAMP (PMC merger)

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receiving proceeds and endorsing checks made payable to the order of the Company from such proceedings;

3. Facilitation of an eviction according to the state law of occupants for properties;
4. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
5. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which PMC has received full payment of all outstanding amounts due on behalf of the Company;
6. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and
7. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans in accordance with the Agreement.

The Company further grants to PMC full power and authority to do and perform all acts necessary for PMC to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Company might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that PMC shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that PMC has previously done pursuant to or in connection with the Servicing Agreement or any Limited Power of Attorney previously granted by the Company to PMC. This Limited Power of Attorney shall be in full force and effect as of August 29, 2019 until revoked or terminated by the Company.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against the Company. The Company shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of the Company pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that the Company is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.

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 has not been revoked by the Company, unless a revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless such third party has received actual written notice of a revocation.

NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a  
Shellpoint Mortgage Servicing (Company)

By: Meredith Prickett  
Name: Meredith Prickett  
Title: Assistant Secretary  
Date: August 29, 2019

Witness: Kayla Gooding  
Kayla Gooding

Witness: Eve Memmer  
Eve Memmer

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

On this 29 day of August in the year 2019 before me, the undersigned, personally appeared Meredith Prickett, personally known to me to be the person who executed the within instrument as Assistant Secretary, on behalf of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and he acknowledged that said instrument is the act and deed of NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing, and that he, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Sworn to (or affirmed) and subscribed before me this 29 day of August, 2019.

Official Seal



Julius Drayton

Julius Drayton, Notary Public

Greenville County, South Carolina

My commission expires: 1/31/2027

BNYM GSAMP (PMC merger)

**Exhibit A**

The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee (attached)

BNYM GSAMP (PMC merger)

## 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 (the "Trustee"), as Trustee for those certain trusts identified on Exhibit A hereto (the "Covered Trusts"), having an office at 240 Greenwich Street, New York, NY 10286, hereby appoints NewRez LLC, f/k/a New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing as Servicer, having an office at 75 Beattie Place, Suite 300, Greenville, SC 29601, under those Pooling and Servicing Agreements and related servicing agreements with respect to each Covered Trust, to be the Trustee's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Trustee with power to do only the following in connection with the Covered Trusts, on behalf of the Trustee:

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 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 ("REO Property").
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. The partial satisfaction, discharge or release, and all other comparable instruments, with respect to the Mortgage or Deed of Trust and the property encumbered thereby.
9. 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 termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, 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 a deed in lieu of foreclosure;
  - f. the filing, prosecution and defense of claims, and the appearance on behalf of the Trustee, in any bankruptcy case affecting the Mortgage Note, Mortgage or Deed of Trust;
  - g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;

h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Trustee in quiet title actions; and

i. 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 9.a. through 9.h., above.

10. The execution and delivery of the following documentation with respect to the sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

11. The performance of all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of the Trustee under any insurance agreement.

12. The execution and/or filing of such documents and taking of such action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing has an obligation to defend the Trustee.

13. The execution of any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof.

14. The doing of 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, and making any endorsements which may be considered necessary by the Attorney, endorsing 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.

15. The delegation of the authority given to NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing by the Trustee under this Limited Power of Attorney to PHH Mortgage Corporation, as Subservicer for NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, for purposes of servicing, administering or managing the Mortgage Loans, by executing such additional powers of attorney in favor of PHH Mortgage Corporation, as Subservicer for NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, for such purposes. PHH Mortgage Corporation, as NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing's attorneys-in-fact, shall have no greater authority than that held by NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing under this Limited Power of Attorney.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable Trust Agreement and related servicing agreements listed on Schedule A attached hereto.

The relationship of the Trustee and the Attorney under this Limited 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 Limited Power of Attorney is effective until the earlier of (1) 11:59 p.m. Eastern Standard time on the date that is one year from the date hereof, (2) this Limited Power of Attorney is revoked by the Trustee, (3) the Attorney ceases to be a Servicer under the Pooling and Servicing Agreement and the related servicing agreements for the Covered Trusts identified on Exhibit A hereto; or (4) PHH Mortgage Corporation, LLC ceases to act as a Subservicer for NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing.

Except as set forth in paragraph 15 above, the authority granted to the Attorney by this Limited Power of Attorney is not transferable to any other party or entity.

This Limited 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 the Attorney, or by the Attorney's attorneys-in-fact pursuant to any additional powers of attorney granted by the Attorney in accordance with paragraph 15 above, which the Attorney or its attorneys-in-fact could properly have taken pursuant to this Limited Power of Attorney, be, and hereby are, ratified and affirmed.

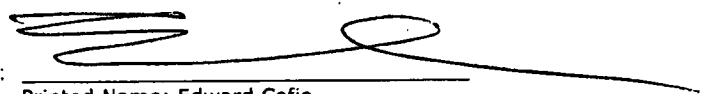
Date: August 22, 2019

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 for the covered trusts

By:   
Name: Gerard F. Facendola  
Title: Director

By:   
Name: Medina Dzaferovic  
Title: Vice President

Witness:   
Printed Name: Nicholas Grieco

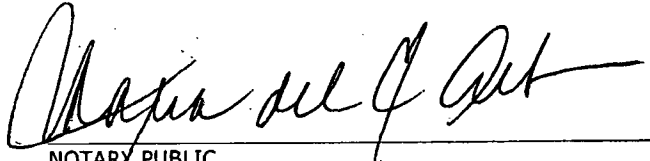
Witness:   
Printed Name: Edward Cofie

ACKNOWLEDGEMENT

STATE OF NEW YORK §  
COUNTY OF NEW YORK §

On the 22nd day of August in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerard F. Facendola, Director and Medina Dzaferovic, Vice President personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Subscribed and sworn before me this 22nd day of August, 2019

  
NOTARY PUBLIC

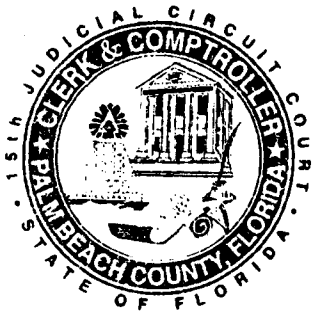
My Commission expires:

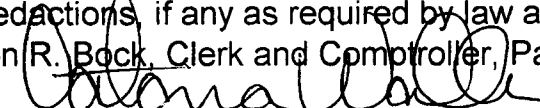
MARIA DEL C. AITA  
Notary Public, State of New York  
No. 01A16278271  
Qualified in Queens County  
Commission Expires March 25, 2021

EXHIBIT A

The Bank of New York Mellon f/k/a The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for GSAMP Trust 2003-SEA, Mortgage Pass-Through Certificates, Series GSAMP 2003-SEA

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



I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Sep 26, 2019.  
Sharon R. Bock, Clerk and Comptroller, Palm Beach County, Florida  
BY  Deputy Clerk