

2013-005547

Klamath County, Oregon



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05/17/2013 10:39:09 AM

Fee: \$77.00

AFTER RECORDING RETURN TO:

**TAYLOR VOLKER
RECORDS MANAGEMENT
OCWEN LOAN SERVICING, LLC
3451 HAMMOND AVE
WATERLOO IA 50702
3727/LN 0640217733 KLAMATH OR**

LIMITED POWER OF ATTORNEY

DATE: FEBRUARY 1, 2013

**GRANTOR: ALLY BANK
6985 UNION PARK CENTER
MIDVALE UT 84087**

**GRANTEE: OCWEN LOAN SERVICING, LLC
1100 VIRGINIA DRIVE
FORT WASHINGTON PA 19034**

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that effective February 1, 2013, Ally Bank (the "Company"), having a place of business at 6985 Union Park Center, Midvale, Utah 84087, does hereby constitute and appoint Ocwen Loan Servicing, LLC a Delaware limited liability company ("Ocwen"), having an office at 1100 Virginia Drive, Fort Washington, Pennsylvania 19034, 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 mortgage loans serviced by Ocwen on behalf of the Company pursuant to those certain Servicing Agreements, as described on Exhibit A between Ocwen as assignee of GMAC Mortgage, LLC and/or Residential Funding Company, LLC and the Company (the "Servicing / Master Servicing Agreements") 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 receiving proceeds and endorsing checks made payable to the order of the Company from such proceedings;
3. 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;
4. 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 Ocwen has received full payment of all outstanding amounts due on behalf of the Company;
5. Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company; and
6. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans, including, without limitation, delegating the authority granted herein to necessary third parties, including but not limited to law firms or Trust Companies and each of their officers, directors, employees, agents and assigns.

The Company further grants to Ocwen full power and authority to do and perform all acts necessary for Ocwen 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 Ocwen shall lawfully do by virtue of the powers and authority granted and contemplated hereby, and all that Ocwen has previously done pursuant to or in connection with the Servicing / Master Servicing Agreements or any Limited Power of Attorney previously granted by the Company to Ocwen. This Limited Power of Attorney shall be effective February 1, 2013 and remain in full force and effect until revoked or terminated by the Company.

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.

Ally Bank
(Company)

By: Craig Evans
Name: Craig Evans
Title: Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 18 day of January, 2013, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Craig Evans, personally known to me to be the person who executed the within instrument as Senior Vice President, on behalf of Ally, and he or she acknowledged that said instrument is the act and deed of said Ally, and that he or she, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

WITNESS by hand and official seal.

Tina Langdon
Notary Public

[Seal]

December 5, 2015
My Commission Expires

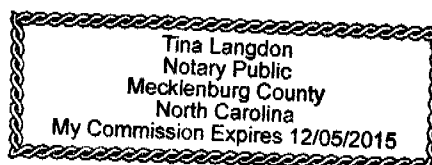


Exhibit A – Page1

| GMAC Investor Number | Contract Name / Date | GMAC Status |
|----------------------------|----------------------------------|----------------|
| 50210 | Ally Bank – Whole Loan Agreement | N/A |
| 50220 | Ally Bank – Whole Loan Agreement | N/A |
| 50230 | Ally Bank – Whole Loan Agreement | N/A |
| 50235 | Ally Bank – Whole Loan Agreement | N/A |
| 50251 | Ally Bank – Whole Loan Agreement | N/A |
| 50630 | Ally Bank – Whole Loan Agreement | N/A |
| 50635 | Ally Bank – Whole Loan Agreement | N/A |
| 54630 | Ally Bank – Whole Loan Agreement | N/A |
| 54635 | Ally Bank – Whole Loan Agreement | N/A |
| 55130 | Ally Bank – Whole Loan Agreement | N/A |
| 55135 | Ally Bank – Whole Loan Agreement | N/A |
| 55230 | Ally Bank – Whole Loan Agreement | N/A |
| 55235 | Ally Bank – Whole Loan Agreement | N/A |
| 57230 | Ally Bank – Whole Loan Agreement | N/A |
| 57235 | Ally Bank – Whole Loan Agreement | N/A |
| 70220 | Ally Bank – Whole Loan Agreement | N/A |
| 70230 | Ally Bank – Whole Loan Agreement | N/A |

Exhibit A – Page2

| GMAC Investor Number | Contract Name / Date | Shelf-Series ID |
|----------------------------|--|--------------------|
| 70235 | Ally Bank – Whole Loan Agreement | N/A |
| 70610 | Ally Bank – Whole Loan Agreement | N/A |
| 70630 | Ally Bank – Whole Loan Agreement | N/A |
| 70635 | Ally Bank – Whole Loan Agreement | N/A |
| 74630 | Ally Bank – Whole Loan Agreement | N/A |
| 74635 | Ally Bank – Whole Loan Agreement | N/A |
| 75130 | Ally Bank – Whole Loan Agreement | N/A |
| 75135 | Ally Bank – Whole Loan Agreement | N/A |
| 75230 | Ally Bank – Whole Loan Agreement | N/A |
| 42263 | Warehouse-Residential Funding Corp | N/A |
| 42324 | Warehouse-Residential Funding Corp | N/A |
| 42377 | Warehouse-Residential Funding Corp | N/A |
| RFC Pool Number | Contract Name / Date | Shelf-Series ID |
| 6205 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6206 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6207 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6208 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |

Exhibit A – Page3

| RFC Pool Number | Contract Name / Date | Shelf-Series ID |
|--------------------|--|--------------------|
| 6209 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6210 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6211 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6212 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6213 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6214 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6215 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6216 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6217 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6218 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6219 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6220 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6221 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6222 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6223 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6224 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |

Exhibit A – Page4

| RFC Pool Number | Contract Name / Date | Shelf-Series ID |
|--------------------|--|--------------------|
| 6225 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6226 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6227 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6228 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6229 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6230 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6231 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6232 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6233 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6234 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6235 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6236 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6237 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6238 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6239 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6240 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6241 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |

Exhibit A – Page5

| RFC Pool Number | Contract Name / Date | Shelf-Series ID |
|--------------------|--|--------------------|
| 6242 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6243 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6244 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6245 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6246 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6247 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6248 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6249 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6250 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6251 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6252 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6253 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6254 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6255 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6256 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |

Exhibit A – Page6

| RFC Pool Number | Contract Name / Date | Shelf-Series ID |
|--------------------|--|--------------------|
| 6257 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6258 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6259 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6260 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6262 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6263 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6264 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6265 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6266 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6267 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6200 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6201 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6202 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6203 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |
| 6204 | Ally Bank, fka, GMAC Bank – Whole Loan Agreement | N/A |