

# RECORDING COVER SHEET

PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

### AFTER RECORDING RETURN TO:

Person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238.

| Ocwen Loan Servicing LLC   |   |   |
|--|---|---|
| 1661 Worthington Road #100   |   |   |
| West Palm Beach, FL 33409  |   | _ <del>_</del>                                    |
| 1. NAME(S) of the transaction(s), described. Transaction as defined by ORS 2 rule, federal law or regulation to be recor release affecting title to or an interest | 205.010 "means any action required orded including, but not limited to, | l or permitted by state law or                    |
| ☐ Warranty Deed  | ☐ Special Warranty Deed   | ☐ Bargain & Sale Deed                             |
| ☐ Quitclaim Deed   | X Power of Attorney   | ☐ Contract  |
| ☐ Trust Deed   | □ Mortgage  | ☐ Satisfaction                                    |
| ☐ Reconveyance   | ☐ Assignment of   |   |
| □ Other –  | _   |   |
|  | _   |   |
| 2. Grantor(s) as described in ORS 205.   | 160.  |   |
| JPMorgan Chase Bank, N.A. as  3. Grantee(s) as described in ORS 205.   |   |   |
| *Ocwen Loan Servicing LLC  |   |   |
| 4. TRUE AND ACTUAL CONSIDERA fee title to any real estate and all memo *0.00   | ATION PAID for instruments convoranda of such instruments, reference    | veying or contracting to convey<br>ce ORS 93.030. |
| 5. TAX STATEMENT INFORMATIO contracting to convey fee title to any re  | N required by ORS 93.260 for insteal estate:                            | ruments conveying or                              |
| UNTIL A CHANGE IS REQUESTE FOLLOWING ADDRESS:  | ED, ALL TAX STATEMENT SH  | ALL BE SENT TO THE                                |
| X No change  Change to:  |   |   |
|  |   |   |

**2014-013110** Klamath County, Oregon

12/22/2014 09:25:01 AM

Fee: \$62.00



## 3398

#### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that The Bank of New York Mellon, f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, N.A. as Trustee, having its main office at 101 Barclay Street, New York, New York 10286 (and in no personal or other representative capacity), under the Pooling and Servicing Agreement, dated November 1, 2005 (the "PSA"), among Financial Asset Securities Corp., as depositor, Centex Home Equity Company, LLC and HomEq Servicing Corporation, as servicers and The Bank of New York Mellon, f/k/a The Bank of New York as successor in interest to JP Morgan Chase Bank, N.A. as trustee (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement) relating to Soundview Home Loan Trust 2005-CTX1, hereby appoints Ocwen Loan Servicing, LLC in its capacity as the Servicer under to the Agreement as the Trustee's true and lawful Special Attorney-in-Fact, in the Trustee's name, place, and stead and for the Trustee's benefit, but only in its capacity as Trustee aforesaid, to perform all acts and execute all documents as may be customary, necessary and appropriate to effectuate the following enumerated transactions in respect of any mortgage, deed of trust, promissory note or real estate owned from time to time owned (beneficially or in title, whether the Trustee in named therein as mortgagee, or beneficiary or has become mortgagee or beneficiary by virtue of endorsement, assignment or other conveyance) or held by registered to the Trustee (directly or through custodians or nominees), or in respect of which the Trustee has a security interest or other lien, all as provided under the Agreement, and only to the extent the Trustee has an interest therein under the Agreement, and in respect of which the Servicer is acting as servicer pursuant to the Agreement (collectively the "Mortgage Documents").

This appointment shall apply to the following enumerated transactions under the Agreement only:

- 1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage 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 as insured.
- 2. The subordination of the lien of a Mortgage 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, or bills of sale, and other instruments of sale.
- 4. The completion of loan assumption agreements and modification agreements.
- 5. The full or partial satisfaction/release of a Mortgage 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 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 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. With respect to a Mortgage, 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, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
  - 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; 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 or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
- 9. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do 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, to endorse which may be considered necessary by the Attorney, to endorse 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.

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

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This 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 said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, N.A., as Trustee, pursuant to the PSA, and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg its duly elected and authorized Managing Director and Janet M. Russo its duly elected and authorized Vice President this 29th day of October, 2014.

The Bank of New York Mellon, f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Soundview Home Loan Trust 2005-CTX1, Asset-Backed, Certificates, Series 2005-CTX1

By:

Name: Loretta A. Lundberg
Pitle: Managing Director

Bv:

Name: Janet M. Russo Title: Vice President

Witness:

Printed Name: Rafal Bar

Witness:

Printed Name: George Buono

#### **ACKNOWLEDGEMENT**

STATE OF New York§

COUNTY OF New York§

Personally appeared before me the above-named <u>Loretta A. Lundberg</u> and <u>Janet M. Russo</u>, known or proved to me to be the same persons who executed the foregoing instrument and to be the <u>Managing Director</u> and <u>Vice President</u>, 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.

Subscribed and sworn before me this 29th day of October, 2014

NOTARY PUBLIC My Commission expires

EDWARD COFIE
Notary Public, State of New York
No. 01CO6270297
Qualified in Bronx County
Commission Expires Oct. 15, 2016