2016-005845

Klamath County, Oregon 06/06/2016 10:34:21 AM

Fee: \$57.00

When Recorded Return To: Green Tree Servicing LLC Attn: Document Custody, T326 7360 South Kyrene Rd Tempe, AZ 85283

## LIMITED POWER OF ATTORNEY

TO	GREEN TREE SERVICING LLC
FROM	EVERBANK
DEAL	EVERBANK MSR
TRANSFER DATE	May 2014
INVESTOR	EVERBANK
ISSUE DATE	05/01/2014
EXPIRATION	05/01/2018
DATE	

Recording Requested By and When Recorded Mail To:
Green Tree Servicing LLC

SPACE ABOVE LINE IS FOR RECORDER'S USE

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that pursuant to that certain Mortgage Servicing Rights Purchase and Sale Agreement (the "Agreement"), dated as of October 30, 2013, the undersigned entity, EverBank, ("EverBank") hereby constitutes and appoints Green Tree Servicing LLC ("Green Tree") as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with certain real estate mortgage loans, in connection with such mortgage loans subject to the Agreement (the "Mortgage Loans") serviced by Green Tree for the purpose of performing such acts and executing such documents (including, as necessary, its predecessors), as necessary and appropriate to effectuate the following, and only the following, enumerated transactions:

- 1. The execution or filing any documents necessary and appropriate to (i) continue a bankruptcy or foreclosure proceeding, or (ii) substitute the creditor or foreclosing party in a bankruptcy or judicial foreclosure proceeding in respect of any Mortgage Loans, but Green Tree shall not be permitted to commence any judicial foreclosure proceedings in the name of EverBank.
- 2. The execution of such deeds and other documents as are necessary to sell or convey real and personal property securing the Mortgage Loans, including, but not limited to, signing deeds to convey real property acquired through foreclosure of a Mortgage Loan.
- 3. The execution of documents and instruments necessary to release any and all mortgages, security instruments, liens, security interests or related documents with respect to the Mortgage Loans.
- 4. The execution of documents and instruments necessary to release all obligations under any promissory note or related documents with respect to the Mortgage Loans.
- 5. The execution of documents and instruments necessary to assign or transfer any Mortgage Note, including, but not limited to, any allonge or endorsement related thereto.

- 6. The execution of such documents as may be necessary to assign the Mortgage Loans (including, without limitation, assignments of mortgages from EverBank to MERS, Fannie Mae, Freddie Mac or other applicable Person).
- 7. The endorsement of checks and other payment instruments that are payable to the order of EverBank and that have been received by Green Tree from Mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan.
- 8. The execution of such other documents as may be necessary or appropriate to enable Green Tree to carry out its servicing and administrative duties with respect to the Mortgage Loans.

EverBank gives Green Tree 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 EverBank including, as necessary, its predecessors (specifically including but not limited to Everhome Mortgage Company and Alliance Mortgage Company) might or could do.

This Limited Power of Attorney is entered into and shall be governed by the laws of the Florida. 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.

All actions heretofore taken by Green Tree, which Green Tree could properly have taken pursuant to this Power of Attorney, be and hereby are, ratified and affirmed.

This Limited Power of Attorney shall terminate on May 1, 2018.

[signature page follows]

IN WITNESS WHEREOF, this 1st day of May, 2014.

**EverBank** 

Name and Title: Timothy Schuck, S

By: \_\_\_\_\_\_ Name and Title:

ame and Title: Carolyn S. Cragg, S

Vitness:

Attest:

## CORPORATE ACKNOWLEDGMENT

State of Florida)

)ss.

County of Duval)

On this 1st day of May, 2014 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Timothy Schuck and Carolyn S. Cragg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Officers of EverBank, and acknowledged to me that such entity executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Witness my hand and official seal.

Wendy Helton

Notary Public State of Florida
Wendy Helton
My Commission EE 174290
Expires 02/28/2016