DOC # 831825 10/08/2013 02:01PM Deputy: AR OFFICIAL RECORD Requested By: Noble Title

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$42.00
BK-1013 PG-1786 RPTT: 0.00



After Recording Return to and Mail Tax Statements to: Reverse Mortgage Solutions 2727 Spring Creek Drive Spring, TX 77373

### TYPE OF DOCUMENT

## **Limited Power of Attorney**

# RECORDING REQUESTED BY: Noble Title

**RETURN TO:** 

NAME: Noble Title

ADDRESS: <u>6585 High Street</u>

CITY/STATE/ZIP: Las Vegas, NV 89113

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After Recording return to: Name Address

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Reverse Mortgage Solutions, Inc. to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with MORTGAGE EQUITY CONVERSION ASSET TRUST 2010-1, on behalf of the Bank:

- The modification or re-recording of a Mortgage or Deed of Trust, where said 1. 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.
- 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.
- 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.
  - The completion of loan assumption agreements and modification agreements.
- 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.
- 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.
- 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.
- 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 recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
    - the preparation and issuance of statements of breach or non-performance;
    - the preparation and filing of notices of default and/or notices of sale;
    - the cancellation/rescission of notices of default and/or notices of sale; đ,
    - the taking of a deed in lieu of foreclosure; and e.

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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, Deed of Trust 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.

The relationship of the Bank and the Attorney under this 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 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 Agreement 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, as Co-Trustee, pursuant to that Indenture among the Seller, the Issuer, and the Co-Trustee, dated as of August 6, 2010 and these present to be signed and acknowledged in its name and behalf by Loretta A Lundberg and Steven Chrysanthis its duly elected and authorized Managing Director and Vice President this October 1<sup>st</sup> . 2012

The Bank of New York Mellon, f/k/a, The Bank of New York, as successor in interest to JPMorgan Chase Bank, National Association, for MORTGAGE EQUITY CONVERSION

ASSET TRUST 2010-1

Name: Loretta A Lundberg Title: Managing Director

Name: Steven Chrysanthi

Title: Vice President

Witness: Printed Name: Leela Ragbarsingh

Witness: Printed Name: Edward Cofie

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#### **ACKNOWLEDGEMENT**

STATE OF	New York	Ş
		\$
COUNTY OF	New York	Ş

Personally appeared before me the above-named Loretta A Lundberg and Steven Chrysanthis, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York Mellon, as Co-Trustee for MORTGAGE EQUITY CONVERSION ASSET TRUST 2010-1, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Bank of New York Mellon.

Subscribed and sworn before me this October 1st 2012

TSILYA ZUBATAYA

NOTARY PUBLIC, State of New York

NOTARY PUBLIC- -- My Commission expires:

No. 01ZU6233191

Qualified In Kings County

Commission Expires Dec. 27, 2014