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Skagit County Auditor 6/24/2015 Page

\$77.00

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Bellevue, wA 98005

Name & Return Address:

NexTitle

1 of 6 1:25PM

Please print legibly or type information.
Document Title(s) Limited Power of Attorney GUARDIAN NORTHWEST TITLE CO
Grantor(s) The Bank of New York Mellon 107059
Grantee(s) Ocwen Loan Servicing, LLC Additional Names on Page of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)  Section 13, Township 35 North, Range 10 East; Ptn. of Gov't Lot 1
Complete Legal Description on Page of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s)
351013-0-003-0009 (P45194)
The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Requesting Party (Required for non-standard recordings only)  Gpcovst.doc rev 4/02

After Recording return to:

Ocyen Loan Servicing, LLC 5720 Premier Park Dr West Palm Beach, FL 33407 Attn: Record Services

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON 1/k/a THE BANK OF NEW YORK, having its branch office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Ocwen Loan Servicing, LLC, as Servicer, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the applicable pooling and servicing agreement listed on Schedule A hereto on behalf of the Bank:

- 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.
- 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;
- 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.

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 f/k/a The Bank of New York, as Trustee, pursuant to the applicable pooling and servicing agreement listed on Schedule A hereto, 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 Steven Chrysanthis its duly elected and authorized Vice President this 19<sup>th</sup> day of November, 2014.

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee

By:

Name: Loretta A. Lundberg Title: Managing Director

Rv

Name: Steven Chrysanthis

Title: Vice President

Witness;

Printed Name: Robert Fitzmire

Witness:

Printed Name: Zhou Ye

## **ACKNOWLEDGEMENT**

STATE OF NEW YORK

FATE OF MEW TORK

COUNTY OF NEW YORK §

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 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 19th day of November, 2014

NOTARY PUBLIC

My Commission expires

## Schedule A

- 1. Metropolitan Asset Funding, Inc., II, Mortgage-Pass Through Certificates, Series 1999-D Pooling and Servicing Agreement, dated as of November 1, 1999, among Metropolitan Asset Funding, Inc. II. Metropolitan Mortgage & Securities Co., Inc., Western United Life Assurance Company, Metwest Mortgage Services, Inc., and The Bank of New York Mellon f/k/a The Bank of New York.
- 2. Metropolitan Mortgage Funding, Inc., Mortgage-Pass Through Certificates, Series 2000-A Pooling and Servicing Agreement, dated as of March 1, 2000, among Metropolitan Mortgage Funding, Inc., Metropolitan Mortgage & Securities Co., Inc., Western United Life Assurance Company, Metwest Mortgage Services, Inc., and The Bank of New York Mellon f/k/a The Bank of New York.
- 3. Metropolitan Mortgage Funding, Inc., Mortgage-Pass Through Certificates, Series 2000-B Pooling and Servicing Agreement, dated as of September 1, 2000, among Metropolitan Mortgage Funding, Inc., Metropolitan Mortgage & Securities Co., Inc., Western United Life Assurance Company, Metwest Mortgage Services, Inc., and The Bank of New York Mellon f/k/a The Bank of New York.