

When Recorded Return To
Aurora Bank FSB
Att: Docfulfillment Dept.
2617 College Park
PO Box 1706
Scottsbluff, NE 69363-1706

LIMITED POWER OF ATTORNEY

Reference is made to that certain Subservicing Agreement, dated as of July 21, 2011 (the "Agreement"), by and between AURORA LOAN SERVICES LLC, a limited liability company organized under the laws of the State of Delaware and having an office located at 2617 College Park, Scottsbluff, Nebraska 69361 ("Grantor") and AURORA BANK, FSP, a federal savings bank having an office located at 2617 College Park, Scottsbluff, Nebraska 69361 ("Grantee").

Grantor does hereby make, constitute and appoint Grantee as the true and lawful attorney for Grantor, in its name, place and stead, giving and granting unto its said attorney-in-fact full power and authority to do and perform any and all actions to facilitate the servicing of the Serviced Loans provided for under the Subcontracted Servicing Agreements pursuant to the terms and conditions of the Agreement, and to assist in the undertaking of such obligations and the enforcement of such rights appurtenant thereto, whether or not in the name of Grantor, in accordance with the terms and conditions of each of such Subcontracted Servicing Agreements and the Agreement.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Notwithstanding any right, power and authority granted in this instrument, any and all actions taken by Grantee pursuant to this instrument shall be taken in accordance with and subject to the terms and conditions of the Agreement and the Subcontracted Servicing Agreements. None of the rights, power and authority granted in this instrument shall amend or modify the Agreement or any Subcontracted Servicing Agreement, or be deemed to broaden the scope of duties and authority granted to Grantee thereunder. Any right, power and authority granted in this instrument is granted solely to allow Grantee to perform its obligations and duties under the Agreement and the exercise of any such right, power and authority by Grantee shall constitute part of the obligations and duties of Grantee under the Agreement.

By its use of this Limited Power of Attorney, Grantee agrees to indemnify, defend and hold harmless Grantor and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, arising out of, related to, or in connection with the negligent, unauthorized or unlawful use of this Limited Power of Attorney.

The rights, power, and authority of the attorney-in-fact granted in this instrument will commence and be in full force and effect on the date set forth in the immediately succeeding paragraph and such rights, powers, and authority will remain in full force and effect until the earliest of (i) the termination of the Agreement, or (ii) revocation of the rights, power and authority of the attorney-in-fact granted in this instrument by Grantor.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has executed this instrument on behalf of AURORA LOAN SERVICES LLC and has affixed the seal of the entity hereto on and as of this 6th day of June, 2012.

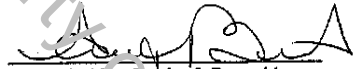
AURORA LOAN SERVICES LLC

By: 

Name: Regina Lashley
Title: Senior Vice President, Core Servicing

STATE OF NEBRASKA :
 : ss.
SCOTTSBLUFF COUNTY :

BE IT KNOWN, that on the 6th day of June, 2012 before me personally appeared REGINA LASHLEY, the V/P of AURORA LOAN SERVICES LLC, the limited liability company named in the within limited power of attorney, who is to me known as the signatory of the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed as such corporate officer and the free act and deed of said corporation, before me.



Notary Public: Sandra J. Benavides
My commission expires: March 28th, 2015



County Clerk's Office