



LIMITED POWER OF ATTORNEY

Record Fourth

When recorded return to:

This Limited Power of Attorney is made in connection with that certain Residential Mortgage Loan Purchase Agreement by and between Aurora Bank FSB (the "Seller") and Selene Finance LP (the "Purchaser") dated as of March 5, 2012 (the "Master Purchase Agreement"). The loans and REO properties purchased by Purchaser pursuant to the Master Purchase Agreement were transferred to Purchaser as of March 30, 2012 under the Master Purchase Agreement and Purchaser (together with any successor servicer retained by Purchaser, the "SERVICER") will service those loans and REO properties.

The Seller hereby makes, constitutes and appoints Purchaser and Purchaser's agents, including but not limited to SERVICER, for Seller's benefit and in Seller's name, place, and stead, Seller's true and lawful attorney-in-fact, with full power of substitution, as follows:

- (i) To execute, acknowledge, seal and deliver on behalf of the Seller (a) all instruments of assignment, transfer and conveyance, all endorsements, acknowledgments, affidavits and other documents, in each case, as may be reasonably necessary or appropriate to evidence or effect the sale and transfer of any asset (together with all collateral therefor and all rights and obligations under all documents related thereto) purchased pursuant to the Master Purchase Agreement (the "Assets") and (b) any other documents related to the Assets, including, releases of security interests in collateral therefor. All documents of assignment, conveyance or transfer shall contain the following sentence: "This assignment/conveyance/transfer is made without recourse, representation or warranty, express or implied, by Aurora Bank FSB."
- (ii) To act in any manner necessary and proper to exercise the servicing and administrative powers with respect to the Assets, or otherwise reasonably necessary to service the Assets for Purchaser for the purpose of performing all acts and executing all documents in the name of the Seller as may be customarily and reasonably necessary and appropriate to effectuate any transactions, including but not limited to those enumerated below, in respect of any of the mortgages or deeds of trust and promissory notes secured thereby for which the undersigned is the Seller (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the mortgage note secured by any such mortgage or deed of trust).
- (iii) To do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as the Seller might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

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Such powers shall include, but are not limited to executing the following documents:

1. Mortgage/trust deed assignments;
2. Substitutions of trustee;
3. Deeds of conveyance (including, without limitation, warranty deeds, grant deeds and quitclaim deeds);
4. Trust deed reconveyance and mortgage release documents;
5. Full or Partial releases;
6. Affidavits (including, without limitation, lost note affidavits, military affidavits and affidavits of indebtedness);
7. Powers of attorney (i) concerning any process related to effecting a lien release upon payment of a loan in full, or (ii) used to process any foreclosure, bankruptcy or other related activity concerning a loan in default;
8. HUD-1 settlement statements;
9. Contracts/purchase agreements for sale of real estate;
10. All other normal and customary documents related to the foreclosure and/or sale of real estate, including the prosecution of eviction proceedings if necessary;
11. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility company of a United States governmental 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;
12. The completion of loan assumption agreements;
13. 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 rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a deed of trust, in accordance with state law and the deed of trust;
 - 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 any and all such other documents and performance 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 13(a) through 13(e), above;

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14. To take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any mortgage insurance or with respect to any mortgage note and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Purchaser or its agent for the purpose of collecting any and all such moneys due under any such mortgage insurance or with respect to any mortgage note, mortgage or deed of trust whenever payable;
15. The modification of a mortgage note, mortgage and/or deed of trust;
16. The corrective modification or re-recording of a mortgage or deed of trust, where said corrective modification or re-recording is solely 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; provided that said corrective modification or re-recording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured;
17. To perform all other acts and do other things as may be necessary or appropriate to manage and service the mortgage loans and real estate owned pursuant to the terms of the Master Purchase Agreement; and
18. With respect to any of the powers enumerated in this Limited Power of Attorney, the power to commence, institute, file, carry on, continue, prosecute, defend, answer or oppose all actions, suits, writ petitions, eviction documents and proceedings, or other legal proceedings and demand and to appear in any court of Justice in any actions or other proceedings which may be instituted by and/or against the borrower and in the said actions or proceedings to prosecute or discontinue or to become nominated therein or suffer judgment to go against the borrower as the Attorney shall be advised and think proper. Notwithstanding the foregoing, nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Seller.

Seller will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the SERVICER to undertake whatever procedures may be necessary to confirm the accuracy of such items.

The undersigned gives said attorney-in-fact 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 Power of Attorney, as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by SERVICER to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of SERVICER for all purposes of this Limited Power of Attorney. This Limited Power of Attorney

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shall be effective as of June 26, 2012. This Limited Power of Attorney is a power coupled with an interest and shall be irrevocable.

Seller authorizes SERVICER, by and through any of its directors or officers, or any other employee who is duly authorized by SERVICER to certify, deliver and/or record copies and originals of this Limited Power of Attorney.

If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

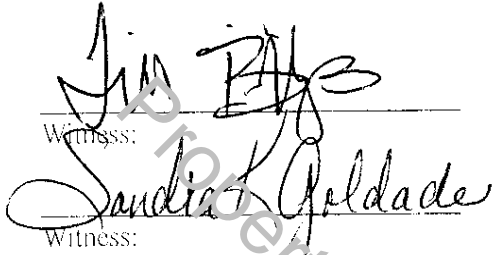
[Signature page follows.]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Seller has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 26th day of June, 2012.

AURORA BANK FSB


Witness:

By: 
Name: Brian Kuelbs
Title: Chief Financial Officer

Witness:

By: _____
Name: Tom O'Sullivan
Title: Executive Vice President

Witness:

Property of Cook County Clerk's Office

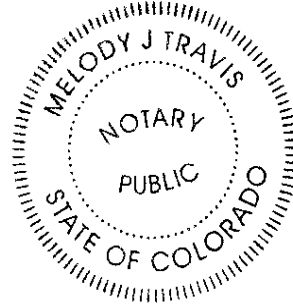
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STATE OF COLORADO

COUNTY OF DOUGLAS

Subscribed and sworn to before me personally by Brian Kuelbs in the aforesaid jurisdiction, this
26th day of June, 2012.

[Notary's Seal]



Melody J. Travis

Melody J. Travis

My commission expires: January 21st, 2016.

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IN WITNESS WHEREOF, Seller has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 26th day of June, 2012.

AURORA BANK FSB

Witness: _____

By: _____

Name: Brian Kuelbs

Title: Chief Financial Officer

Witness: _____

Thauly Campo

Witness: _____

By: *Tom O'Sullivan*

Name: Tom O'Sullivan

Title: Executive Vice President

Sara Kim

Witness: _____

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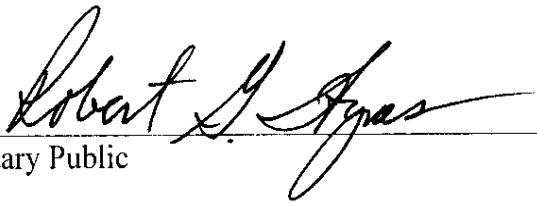
STATE OF NEW YORK
COUNTY OF NEW YORK

On June 26, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas O'Sullivan of Aurora Bank FSB, as Seller, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

(Seal)

ROBERT G. HYNES
Notary Public, State of New York
No. 01HY4811200
Qualified in New York County
Commission Expires 2/9/15



Notary Public

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