



After Recording return to:
 Ocwen Loan Servicing, LLC
 1661 Worthington Rd, Suite 100
 West Palm Beach, FL 33409

CFN 20130346034
OR BK 26228 PG 1622
RECORDED 08/02/2013 15:54:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1622 - 1627; (6pgs)

LIMITED POWER OF ATTORNEY

2877

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity, the "Trustee") for the accounts listed in the attached Exhibit A, hereby constitutes and appoints Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonable necessary and appropriate for the tasks described in items (i) through (x) below relating to certain mortgage loans (the "Loans") serviced by Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. as Servicer. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- iii. The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an encumbrance in favor of an entity with powers of eminent domain.
- v. The Assumption of Security Instruments and the Notes secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
- viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.
- ix. The registration of loan collateral and real estate owned with municipalities, counties, states, and other governmental entities as required by law, including without limitation, the execution of documents, forms, and other

UNOFFICIAL COPY

instruments necessary to comply with such law and/or to preserve loan collateral and real estate owned.

- x. To the extent permitted by law, the appearance in legal and administrative proceedings, actions, disputes, and matters concerning loan collateral and real estate owned, and the execution of documents necessary to effectuate such appearance, including without limitation, affidavits, pleadings, settlements, agreements, stipulations, and letters of consent.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. The undersigned also has power to delegate the authority given to it by Citibank, N.A., as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional Powers of Attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Servicer's attorneys-in-fact shall have no greater authority than that held by the Servicer. The Servicer shall remain liable for any acts taken or omitted by its attorneys-in-fact. The Servicer further agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with such additional Powers of Attorney given by the Servicer in favor of its agents or attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and Pooling Agreement or the earlier resignation or removal of the Trustee under the Pooling Agreement. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

Nothing contained herein shall be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Citibank, N.A. as Trustee for the trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Citibank, N.A. as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Pooling Agreement or to allow the Servicers to take any action with respect to Mortgagees, Deeds of Trust or Mortgage Notes not authorized by the Pooling and Agreement. Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the

UNOFFICIAL COPY

servicing of a Loan solely under the Trustee's name without indicating the Servicer in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Loan solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Loan, or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Pooling Agreement or the earlier resignation or removal of the Trustee under the Pooling Agreement.

This limited power of attorney has been executed and is effective as of this 10th day of June 2013 and the same and any subsequent limited power of attorney given to any Subservicer or attorneys-in-fact shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. as the Servicer with respect to the Loans serviced under the Pooling Agreement,
- ii. the transfer of servicing from Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. to another Servicer with respect to the Loans serviced under the Pooling Agreement.
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact, Subservicer or the Servicer's attorney-in-fact under this Limited Power of Attorney shall be revoked with respect to the Pooling Agreement and the Loans subject thereto upon the occurrence of:

UNOFFICIAL COPY

- i. the suspension or termination of Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. as the Servicer; or
- ii. the transfer of servicing from Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. to another Servicer.

Nothing contained herein shall be deemed to amend or modify the Pooling Agreement or the respective rights, duties or obligations of the Trustee or [insert name of servicer] thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer or attorneys-in-fact shall be deemed to be revoked or terminated at the same time.

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.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned Homeward Residential, Inc. f/k/a American Home Mortgage Servicing, Inc. for the Loans, and all such power and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

Homeward Residential, Inc.
f/k/a American Home Mortgage Servicing,
Inc. as Servicer

Name:

Title:

Witness:

Name:

Title:

Witness:

Name:

Title:

Citibank, N.A.,
as Trustee

Name: Louis Piscitelli

Title: Vice President

Witness:

Name: Wafia Orfy

Title: Vice President

Witness:

Name: Cirino Emanuele

Title: Vice President

UNOFFICIAL COPY

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK) ss.:

On the 10th day of June in the year 2013, before me personally came Louis Piscitelli, to me known, who, being by me duly sworn, did depose and say that he resided in Staten Island NY 10309; that he is the Vice President of Citibank, N.A., the entity described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



 Notary Public

NOREEN IRIS SANTOS
 Notary Public, State of New York
 Registration #01SA6228750
 Qualified in Nassau County
 Commission Expires Sept. 27, 2014

STATE OF [])
)
 COUNTY OF []) ss.:

On the [] day of [] in the year [], before me personally came, [] to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in [] (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of [insert name of servicer], N.A., the entity described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 Notary Public

UNOFFICIAL COPY

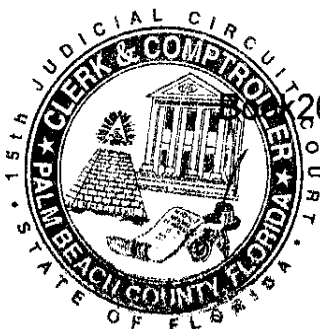
Schedule A

GSR Mortgage Loan Trust 2006-AR2
GSR Mortgage Loan Trust 2006-AR2

American Home Mortgage Asset Trust 2006-3
American Home Mortgage Assets Trust 2006-3 Mortgage-Backed Pass Through Certificates,
Series 2006-3

American Home Mortgage Asset Trust 2006-4
American Home Mortgage Assets Trust 2006-4 Mortgage-Backed Pass-Through Certificates,
Series 2006-4

American Home Mortgage Investment Trust 2004-3
American Home Mortgage Investment Trust 2004-3 Mortgage Backed Notes, Series 2004-3



26228/Page1627

Page 6 of 6

I hereby certify that the foregoing is a true copy
of the record in my office this day, Oct 24, 2013.

Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida

BY Stephanie W. Bock Deputy Clerk