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St. Petersburg, FL 33716

Prepared by: J. Kevin Stitt
3015 Advance Lane
Colmar, PA 18915
Keystone Asset Management Inc.

LIMITED POWER OF ATTORNEY

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

The undersigned GATEWAY MORTGAGE GROUP, LLC, an Oklahoma limited liability company, with its principal office at 6910 E. 14th Street, Tulsa, Oklahoma 74112 ("Principal"), acting by and through its duly authorized officer, does hereby make, constitute and appoint Keystone Asset Management, Inc. , with an office at 3015 Advance Lane, Colmar, PA 18915 ("Attorney in Fact"), as its true and lawful attorney-in-fact, in its name, place and stead to do and perform such acts as are enumerated below relating to the management and disposition or REO properties (as defined below).

This Limited Power of Attorney arises out of a certain Master Asset Management Agreement, as may be amended from time to time pursuant to any schedule or otherwise (the "Agreement"), by and between Principal and Attorney in Fact whereby Attorney in Fact has agreed to manage, market, sell and convey 1-4 family residential real estate properties that have been acquired by Principal pursuant to foreclosure, power of sale, deed-in-lieu of foreclosure or similar process, to the extent such properties are identified in a letter or electronic communication from Principal directing that such services be provided by Attorney in Fact (such properties being collectively referred to as "REO Properties"). Principal does hereby grant to Attorney in Fact the power and authority to do and perform, in its place and stead, any and all lawful acts, matters and actions it deems necessary, proper or convenient in connection with the management, marketing and disposition of REO Properties pursuant to the Agreement, including, but not limited to, entering into and executing documents, contracts and agreements for the:

1. Marketing and sales of REO Properties, including listing agreements, purchase agreements, and addenda relates thereto; and

2. Closing, transfer and conveyance by Principal to purchasers under bona fide purchase and sale agreements including affidavits, bills of sale, deeds, HUD-1 settlement statements, other title transfers, certifications and disclosures relating thereto;

Notwithstanding anything contained herein to the contrary, the rights and powers granted by this Limited Power of Attorney expressly do not include the following: granting or releasing real or personal property liens or encumbrances; initiating, defending or appearing in any judicial or administrative proceeding; entering into, granting, or modifying any loan, mortgage, or other indebtedness; entering into any guaranty, surety obligation, bond, indemnity, or other similar undertaking for any party; settlement or compromise of any claim, action or chose-in-action either in favor of or against Principal or any affiliate thereof; entering into any agreement pertaining to retail, commercial, or multi-family real estate or facilities, or entering into, modifying or terminating any lease or occupancy agreement.

The authority of the Attorney in Fact to exercise the rights and powers herein granted shall commence and be in full force and effect on the date this Limited Power of Attorney is executed

20140314000072130 1/2 $17.00
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Shelby County, AL 03/14/2014
State of Alabama
Deed Tax:$3.00

by the undersigned, and such rights and powers herein shall be in full force and effect until revoked by the undersigned, and all persons dealing with said Attorney in Fact shall be entitled to rely on such authority unless such person has actual knowledge of the revocation of this Limited Power of Attorney by Principal (or its successor in interest), or until a written revocation is filed in the real property records of the county or town where this Limited Power of Attorney has been previously filed, as required by applicable law. Notwithstanding the foregoing, this Limited Power of Attorney shall automatically expire, if not sooner terminated, three (3) years from the execution date hereof.

The undersigned hereby certifies that he is the duly authorized officer of Principal and is executing this Limited Power of Attorney pursuant to proper authority of the Operating Agreement of the Principal, and that all necessary action for the execution and delivery of this instrument has been taken and done.

Executed this 7 day of September, 2012.

GATEWAY MORTGAGE GROUP, LLC

By: ____________________
Name: J. Kevin Stitt
Title: President & CEO

Witness: ____________________
Name: Sarah T. Lepak
Title: Assistant General Counsel

Witness: ____________________
Name: Jordan Conaway
Title: Executive Assistant

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STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me this 7 day of September, 2012 by J. Kevin Stitt, the President & CEO of GATEWAY MORTGAGE GROUP, LLC, an Oklahoma limited liability company.

WITNESS my hand and official seal.

(SEAL)

KRYSTAL SUTTERFIELD
NOTARY PUBLIC
STATE OF OKLAHOMA
08010037
EXP. 10/14/12

My commission expires: 10/14/12

____
Notary Public
Commission No. 08010037