
20100913000296440 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/13/2010 10:00:20 AM FILED/CERT

Recording Requested By and
When Recorded Mail To:
3150 Regent Blvd
Irving TX 75063
Attn: Amelia Hamilton

Space Above for Recording Information

LIMITED POWER OF ATTORNEY

Bank of America, N.A., ("Investor") a national banking association organized and existing under the laws of the United States hereby constitutes and appoints CitiMortgage, ("Servicer") as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit, in connection with certain real estate mortgage loans owned by Investor, in connection with such mortgage loans serviced by Servicer solely for the purpose of performing such acts and executing such documents in the name of the Investor, necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting for various certificate holders (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) and for which Servicer is servicing the Mortgage Notes and Mortgages. ✓

This Appointment shall apply only to the following:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said 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 (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the related servicing agreements.
2. The execution, on behalf of the Investor, of a loan modification agreement entered into between the Mortgagor and the Investor as provided in the related servicing agreement.
3. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section also shall include,

without limitation, the authority to consent to temporary and permanent easements, and to the execution of partial satisfactions or releases, partial reconveyances or the execution or requests to the Investor to accomplish same.

4. The execution of documents consenting to lot splits, lot line adjustments and similar property adjustments, partial satisfactions or releases, partial reconveyances or the execution of requests to the Investor to accomplish same.

5. 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.

6. The completion of loan assumption agreements.

7. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

9. The full assignment of a Mortgage or Deed of Trust 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.

10. 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, 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 deeds 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, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 10.a. through 10.e. above.

11. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:

- a. listing agreements;
- b. purchase and sale agreements;
- c. grant/special or limited warranty/quit claim deeds or other non-warranty deed causing the transfer of title of the property to a party contracted to purchase same;
- d. escrow instructions; and
- e. any and all documents necessary to effect the transfer of property.



12. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

13. If Servicer is defending the Investor in litigation pursuant to an obligation or duty to defend arising under any one of the servicing agreements, to execute and/or file such documents, and take such other action as is proper and necessary in the defense of the Investor in such litigation and in the resolution of such litigation.

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 Limited 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 be effective as of January 13 2010.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.


Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Investor under the servicing agreements, or (ii) be construed to grant Servicer the power to initiate or defend any suit, litigation or proceeding in the name of the Investor, except as specifically provided for herein. If Servicer receives any notice of suit, litigation or proceeding in the name of the Investor, Bank of America, N.A., then Servicer shall promptly forward a copy of same to the Investor.

This Limited Power of Attorney is not intended to extend the powers granted to Servicer under the servicing agreements or to allow Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the servicing agreements.

Servicer hereby agrees to indemnify and hold the Investor 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 imprudent or improper exercise by Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the servicing agreements or the earlier resignation or removal of the Servicer under the servicing agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.


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IN WITNESS WHEREOF, Bank of America, N.A. , 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

13 day of January 2010.

CORPORATE SEAL [Or state no corporate seal as appropriate.]

Sarah Bolt
Witness: Sarah Bolt

Nicole Kropp
Witness: Nicole Kropp

Lisa Mufford
Attest: Lisa Mufford

[Bank of America, N.A.]

By Ann Wohlabau
Ann Wohlabau, AVP

By Julie Reukauf, AVP
Julie Reukauf, AVP

Acknowledged and Agreed
Servicer

By: Lisa Klein
Name: Lisa Klein
Title: Asst Vice President

FOR CORPORATE ACKNOWLEDGMENT

State of New York

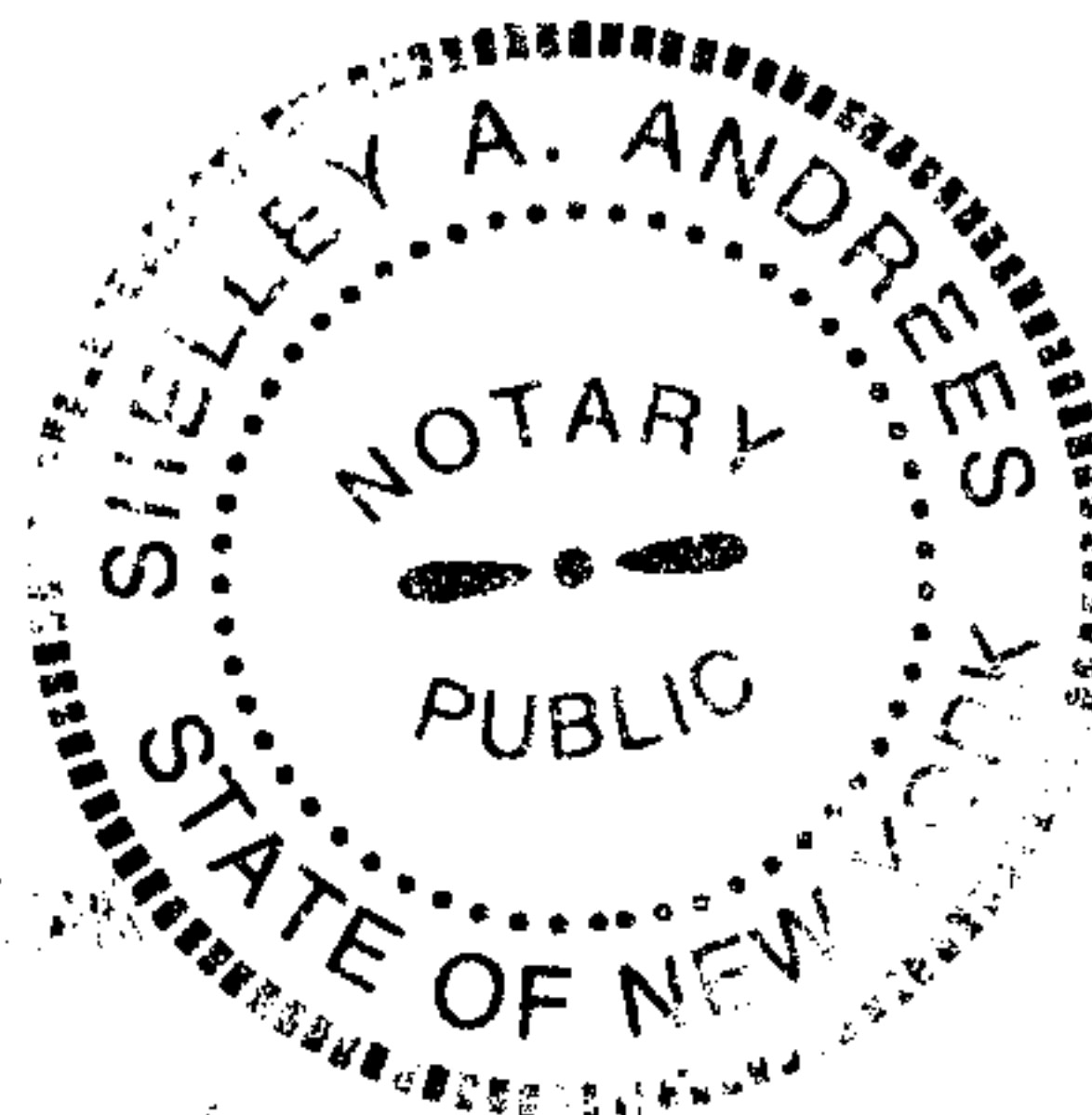
County of Erie

On this 14 day of January, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ann Wohlabau and Julie Reukauf, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Asst Vice Pres and Asst Vice Pres of Bank of America, a national banking association that executed the within instruments, and known to me to be the person who executed the within instrument on behalf of the national banking association therein named, and acknowledge to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature Shelley A. Andrees

My commission expires: 3/22/11



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