

After recording please return to:
Bayview Loan Servicing, LLC
Doris Macias
4425 Ponce De Leon Blvd
Coral Gables, FL 33146

CFN 2010R0040544
OR Bk 27155 Pgs 2893 - 2895; (3pgs)
RECORDED 01/21/2010 11:59:08
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

DOCUMENT COVER PAGE

DOCUMENT TITLE: **POWER OF ATTORNEY**
(Warranty Deed, Mortgage, Affidavit, etc.)

EXECUTED BY: **CITIMORTGAGE, INC.**

Seller and Purchaser Dated 02/18/2009

POA NUMBER: 8135

TO: **BAYVIEW LOAN SERVICING, LLC**

Brief Legal Description: (If Applicable)

20101208000411930 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/08/2010 01:44:23 PM FILED/CERT




POWER OF ATTORNEY

CitiMortgage, Inc. ("Owner") and Bayview Loan Servicing, LLC ("Subservicer") entered into that certain Subservicing Agreement dated as of February 18, 2009 ("Agreement") covering Subservicer's performance of servicing functions with respect to certain mortgage loans ("Mortgage Loans") on behalf of Owner.

In connection with the Agreement Owner hereby appoints Subservicer, as its true and lawful attorney-in-fact, to act in its place for the following purposes:

To sign, execute, acknowledge, deliver and record, in the name of Owner, and any acquired or merged entities, all documents in conjunction with the Mortgage Loans for the purposes of (i) completing and recording any assignment, release or reconveyance instrument which is required for (a) the proper servicing of the related Mortgage Loan or otherwise necessary to cure any defect in the chain of title, (b) to ensure that the Mortgage Loan vests in the name of Owner or another party designated by Owner, and (c) for any transfer of record title which is required with respect to the Mortgage Loans or any security interest related thereto, (ii) curing any defects associated with any other document or instrument with respect to a Mortgage Loan related to the servicing thereof pursuant to the Agreement; (iii) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to any Mortgaged Property, as defined in and pursuant to the terms of the Agreement (provided that foreclosures and bankruptcies shall be conducted in Subservicer's name or, if required by law or rule, in Subservicer's name as servicer for Owner); (iv) executing all deeds, tax declarations, certificates and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any Mortgaged Property either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse, or any REO Property as defined in and pursuant to the terms of the Agreement; (v) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Mortgage Loans in accordance with the Agreement, including and without limitation, executing any subordination or release agreements; and (vi) endorsing checks, drafts and other evidences of payment made payable to Owner in conjunction with any Mortgage Loan, representing payments on accounts with all such amounts deposited in the Custodial Account or Escrow Account, as defined in and pursuant to the Agreement.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to perform all things requisite, necessary, and proper to carry into effect the powers granted by or under this limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, 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. This limited Power of Attorney is subject to all the terms and conditions included in the Agreement and is effective as of the date hereof, and shall continue in full force and effect until revoked in writing by the undersigned.


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Subservicer shall indemnify, defend, and hold harmless Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demands, or claims ("Claims") arising out of, related to, or in connection with (i) any act taken by Subservicer pursuant to this Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Power of Attorney or (ii) any use or misuse of this Power of Attorney in any manner or by any person or entity not expressly authorized hereby.

Executed this 14th day of January, 2010.

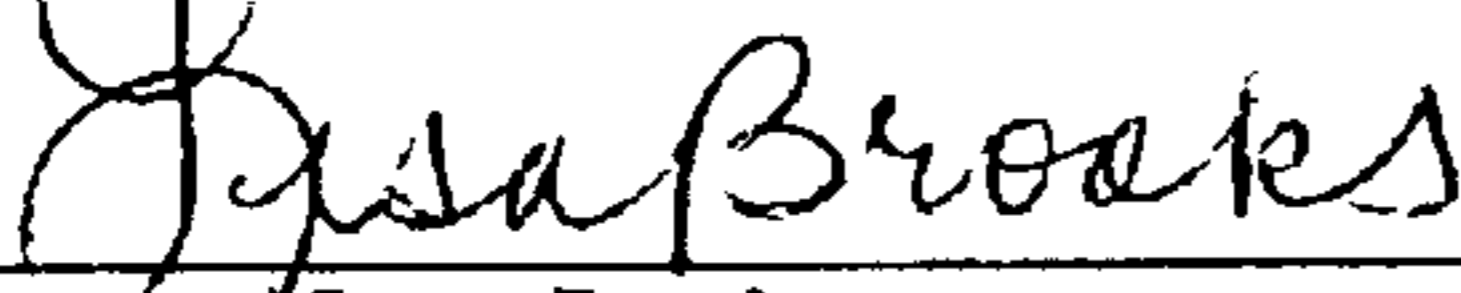
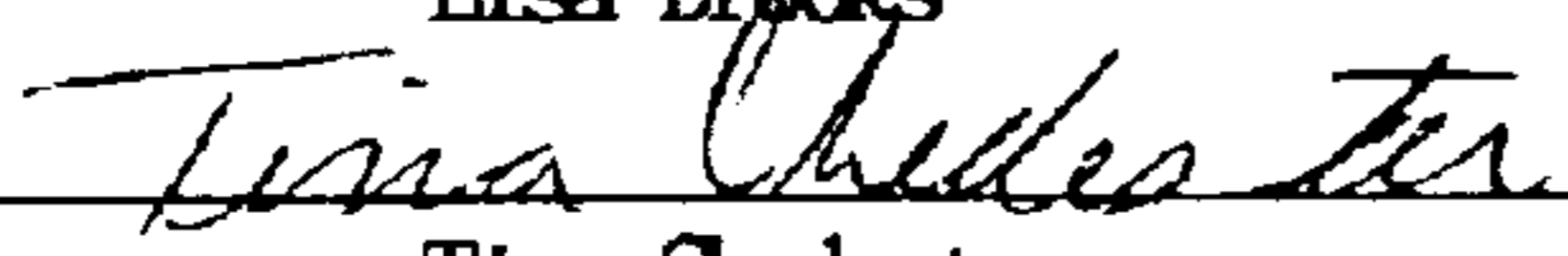
Owner: CitiMortgage, Inc.

By: 

Name: Michael Stinebaker

Title: Vice president

Witnesses:

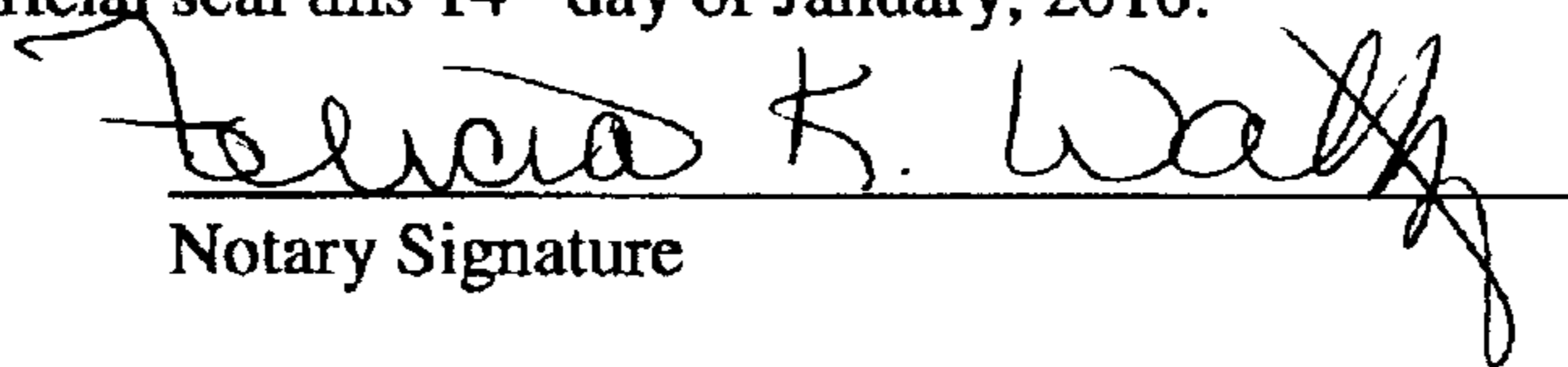

Lisa Brooks

Tina Chedester

STATE OF MISSOURI:

COUNTY OF SAINT CHARLES:

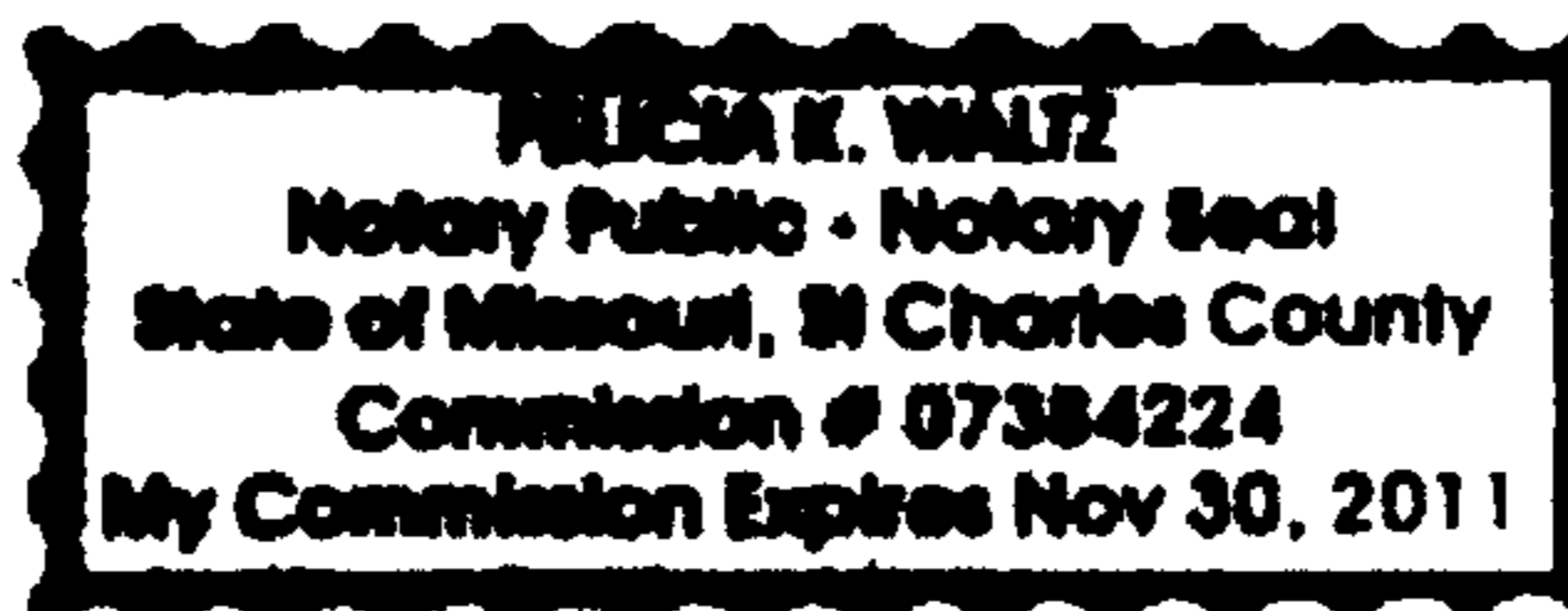
BEFORE ME, Felicia Waltz, a Notary Public in and for the jurisdiction aforesaid, on this 14th day of January, 2010, personally appeared Michael Stinebaker, who is personally known to me and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed as Vice President of CitiMortgage, Inc. for the uses, purposes and consideration therein set forth.


Witness my hand and official seal this 14th day of January, 2010.


Notary Signature

Seal

20101208000411930 3/3 \$18.00
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STATE OF FLORIDA COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original on file in this office. Sept 10 AD 20 10
HARVEY RUVIN, CLERK of Circuit and County Courts
Deputy Clerk 9230