

**RETURNED**  
**OCT 19 2010**

20110325000320870 1/4  
Bk: LR201103 Pg: 4370 2560389  
Jefferson County, Alabama BK 5133 PG 385  
I certify this instrument filed on  
03/25/2011 04:08:58 PM POA  
Judge of Probate- Alan L. King

E 2560389 B 5133 P 385-387  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/19/2010 01:22 PM  
FEE \$18.00 Pgs: 3  
DEP RT REC'D FOR SELECT PORTFOLIO

### LIMITED POWER OF ATTORNEY

Pursuant to the Servicing Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"; capitalized terms not defined herein have the definitions assigned to such terms in the Agreement), dated as of October 1, 2010, between PNC Bank, National Association, as Owner ("Owner"), and Select Portfolio Servicing, Inc. ("SPS"), as Servicer, Owner hereby appoints SPS as its true and lawful attorney-in-fact and in its name, place and stead to take the following designated actions with respect to any mortgage loan or real estate owned property (collectively, the "Mortgage Loans") which is subject to the Agreement:

1. To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to a Mortgage Loan which are now or shall after this date become due, owing or payable, or otherwise belong to the Owner; to settle and compromise any of such debts or obligations that may be or become due to the Owner; to endorse in the name of the Owner for deposit in the appropriate account any instrument payable to or to the order of the Owner; in each case with respect to a Mortgage Loan.

2. To make demand(s) on behalf of the Owner upon any or all parties liable on a Mortgage Loan; to declare defaults with respect to a Mortgage Loan; to give notices of intention to accelerate; to give notices of acceleration and any other notices as Servicer deems reasonably necessary or appropriate; to post all notices as required by law and the documents securing a Mortgage Loan in order to foreclose such Mortgage Loan; to handle all aspects of foreclosure on behalf of the Owner, including, but not limited to, conducting the foreclosure sale, bidding for the Owner and executing all documents, including all deeds and conveyances, needed to effect such foreclosure sale and/or liquidation; to execute any documents or instruments necessary for the offer, listing, closing of sale, and conveyance of Mortgaged Property, including, but not limited to, grant, warranty, quit claim and statutory deeds or similar instruments of conveyance; to execute any documents or instruments in connection with any bankruptcy or receivership of a Mortgagor; to file suit and prosecute legal actions against all parties liable for amounts due under a Mortgage Loan, including, but not limited to, any deficiency amounts due following foreclosure; to take such other actions and exercise such rights which may be taken by Owner under the terms of any Mortgage Loan, including, but not limited to, satisfaction, release, cancellation or discharge of mortgage, eviction, unlawful detainer, or similar dispossessory proceeding, sale, taking possession of, release of security instruments, realization upon all or any part of a Mortgage Loan or any collateral therefor or guaranty thereof; and to assign, convey, accept, or otherwise transfer, Owner's interest in any Mortgage Loan.

3. To perform all other acts and do all other things as may be necessary or convenient to manage and service the Mortgage Loans under the terms of the Agreement.

This instrument is to be construed and interpreted as a Limited Power of Attorney regarding a Mortgage Loan. The enumeration of specific items, acts, rights and powers is not intended to, nor does it give rise to and it is not to be construed as a general power of attorney.

The rights, powers and authority of the Servicer as attorney-in-fact of the Owner under this Limited Power of Attorney shall commence on the date of execution hereof and shall remain in full force and effect as a limited and revocable power of attorney which may be revoked at any time in writing by the Owner.

This Limited Power of Attorney shall be governed by and construed in accordance with the laws of the State of New York.

20120405000116700 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/05/2012 11:34:32 AM FILED/CERT

IN WITNESS WHEREOF the Owner has hereunto caused this Limited Power of Attorney to be executed by its duly authorized representatives on this 7<sup>th</sup> day of October, 2010

PNC BANK, NATIONAL ASSOCIATION


By: *Fredrick Scaglione*  
Name: Fredrick Scaglione  
Title: V.P. Asset mgmt

WITNESS:

By: *Laura A. Spauld*  
Name: Laura A. Spauld  
Title: Administrative Assistant

WITNESS:

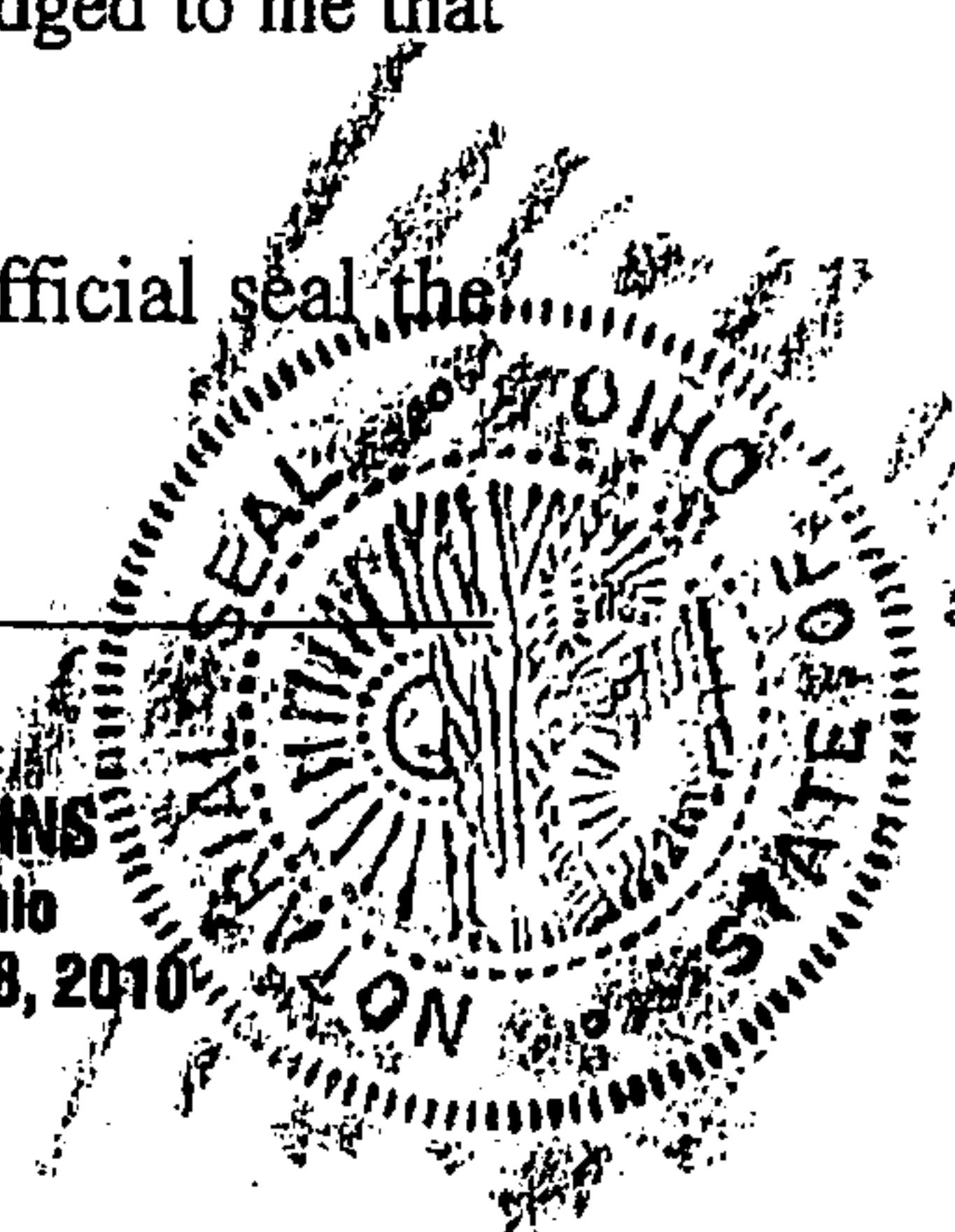
By: *Melissa J Marshall*  
Name: Melissa J Marshall  
Title: Administrative Assistant

  
20120405000116700 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/05/2012 11:34:32 AM FILED/CERT



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

**MARY MARGARET HOPKINS**  
Notary Public, State of Ohio  
My Commission Expires Oct. 18, 2010



20120405000116700 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/05/2012 11:34:32 AM FILED/CERT

1000  
1000  
1000

10-5694

\* Recorder's note: Recording document at no charge due to the recorder's error. Re recording document to separate from deed.



20120405000116700 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/05/2012 11:34:32 AM FILED/CERT

20110325000320870 4/4  
Bk: LR201103 Pg:4370  
Jefferson County, Alabama  
03/25/2011 04 08 58 PM P0A

SCOTTK

STATE OF UTAH } ss  
COUNTY OF DAVIS }

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO  
HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE  
AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE  
AS SUCH RECORDER.

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 13<sup>th</sup> DAY OF December 20 10  
RICHARD T. MAUGHAN, RECORDER

Shanna Martin DEPUTY

3 pages

10-5694