


Recording Requested by &
When Recorded Mail to:
Financial Dimensions, Inc.
1400 Lebanon Church Road
Pittsburgh, PA 15236


20121012000393700 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/12/2012 03:04:05 PM FILED/CERT

Prepared by:
Ocwen Loan Servicing, LLC.
1661 Worthington Road
Suite 100
West Palm Beach FL 33409

LIMITED POWER OF ATTORNEY
Document Title

743969-2

Grantor: BANK OF AMERICA, NATIONAL ASSOCIATION

Grantee: OCWEN LOAN SERVICING, LLC.

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("Owner"), a national banking association and successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP, by these presents does hereby make, constitute and appoint Ocwen Loan Servicing, LLC, ("Subservicer"), a Delaware Limited Liability Company, BANA's true and lawful agent and attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Owner's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with and pursuant to a certain Flow Subservicing Agreement dated as of May 14, 2012 (the "Agreement"), by and between Owner and Subservicer, pursuant to which Subservicer has the duty to administer and service certain mortgage loans ("Mortgage Loans") owned by Owner (the "Servicing Arrangement"). Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property ("Property") evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Security Instrument").

As used above, the term "Actions" shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans and as mandated or permitted by federal, state or local laws or other legal requirements or restrictions applicable to Owner or Subservicer in connection with mortgage loans serviced by Subservicer or on behalf of Owner as owner:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by Owner in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale (or any other statement or notice that is now or hereafter becomes necessary or appropriate to protect or enforce Owner's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the properties under the Security Instruments.
2. Subordinate the lien of a mortgage or deed of trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
3. Execute and/or file such documents and take such action as is proper and necessary to defend Owner in litigation and to resolve any litigation where Subservicer has an obligation to defend Owner.
4. Transact business of any kind regarding the Mortgage Loans, as Owner's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.

LIMITED POWER OF ATTORNEY TO OCWEN LOAN SERVICING, LLC


FILE NUM 20120284065 OR BOOK/PAGE 25352/1657 DATE: 07/27/2012 14:12:55 Pgs 1657 - 1659: (3pgs)
Sharon R. Back, CLERK & COMPTROLLER

5. Execute, complete, indorse or file bonds, notes, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Owner.
6. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Owner or a prior transferor, including, but not limited to note endorsements.
7. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned ("REO Property").
8. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of real estate owned property, and the exercise of any rights of Owner under any insurance agreements.
10. Endorse on behalf of Owner all checks, drafts and/or other negotiable instruments made payable to Owner.

With respect to the Actions, Owner gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. Any Action taken pursuant to this Limited Power of Attorney shall be binding on Owner and Owner's successors and assigns

Owner represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been recorded. Any and all third parties dealing with Subservicer as Owner's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Subservicer, and need not make any inquiry about whether Subservicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Subservicer that any subject mortgage loan or real estate owned by Owner or by Subservicer for Owner as a result of the termination of the related Mortgage Loan, is subject to the authority and power conferred to the Subservicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

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IN WITNESS WHEREOF, the Owner has executed this Limited Power of Attorney this 26th day of July 2012.

BANK OF AMERICA, NATIONAL ASSOCIATION

By: Natalie Walters
Title: Vice President, Bank of America

Natalie Walters

Witness: [Signature]
Name: Oscar Orozco
Title: Vice President, Bank of America

Witness: [Signature]
Name: James E. Rodriguez
Title: Sr. Operations Consultant, Bank of America

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

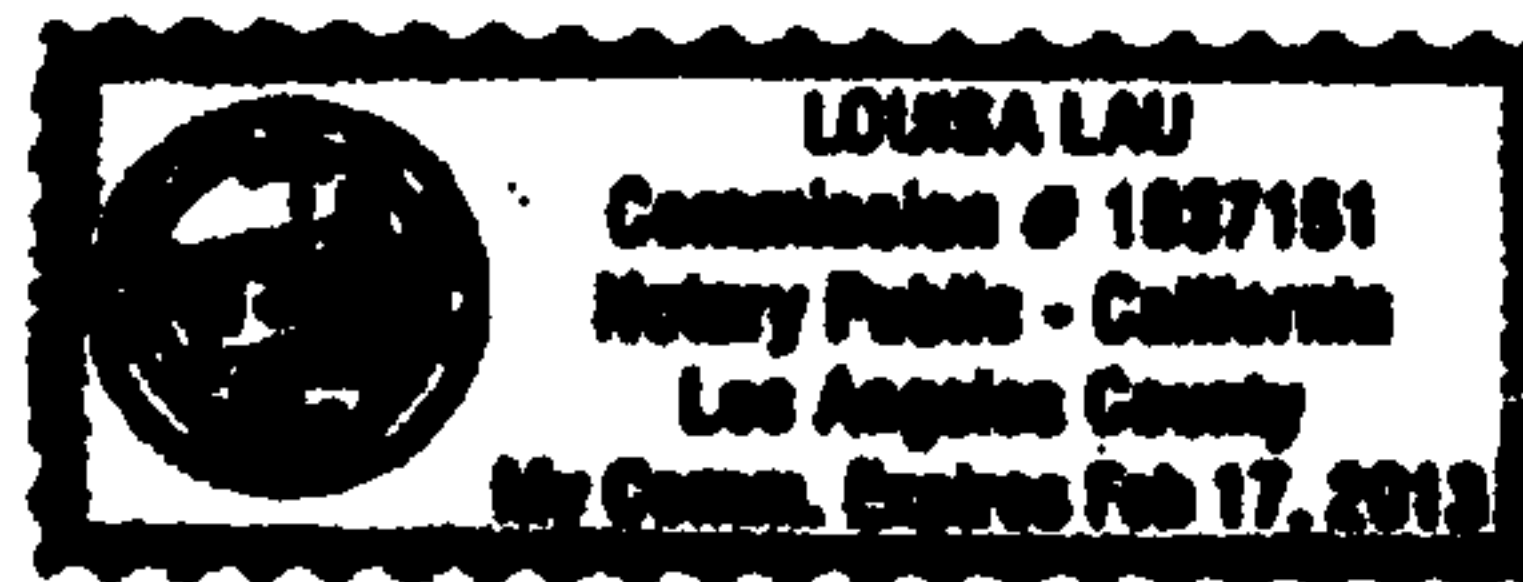
On 07/26/2012, before me, Louisa Lau, personally appeared Natalie Walters, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

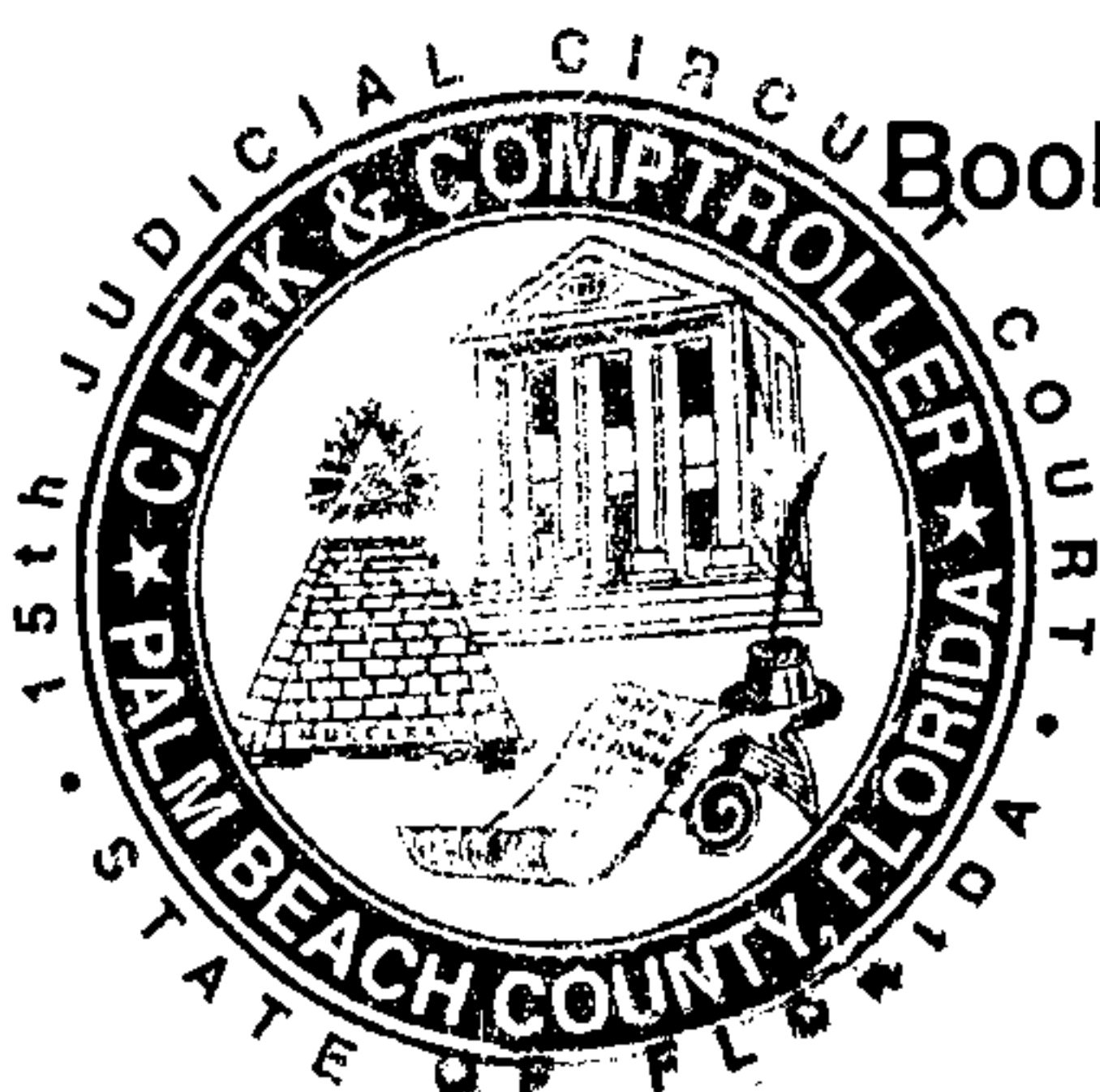
[Signature]

Notary Public



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Book25352/Page1659

Page 3 of 3

I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 31, 2012.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY [Signature] Deputy Clerk