

LIMITED POWER OF ATTORNEY

THIS LIMITED POWER OF ATTORNEY (the "Limited Power of Attorney") is made as of February 10, 2014, given by REGIONS BANK, an Alabama banking corporation (the "Assignor"), with offices at 2050 Parkway Office Circle, Hoover, AL 35244 to FANNIE MAE, a corporation organized and existing under the laws of the United States, with offices at 950 East Paces Ferry Road, Suite 1900, Atlanta, GA 30326.

BACKGROUND

A. Fannie Mae has acquired from (1) the Assignor all right, title, and interest in and to certain mortgage loans (the "Assignor Mortgages") that Fannie Mae has purchased as whole loans from the Assignor or has exchanged with the Assignor for Fannie Mae's Guaranteed Mortgage-Backed Securities ("MBS") backed by the Assignor Mortgages, and/or (2) one or more other Fannie Mae approved lenders (each an "Other Lender") all right, title, and interest in and to certain mortgage loans (the "Other Lender Mortgages") that Fannie Mae has purchased as whole loans from the Other Lender or has exchanged with the Other Lender for MBS backed by the Other Lender Mortgages. Either or both of the Assignor Mortgages and the Other Lender Mortgages are hereinafter referred to as the "Mortgages." The Mortgages are more particularly described in Fannie Mae's SIR accounting system or any replacement or successor system.

B. The Assignor is servicing the Mortgages for Fannie Mae, and in connection with such servicing responsibility, the Assignor is the nominal titleholder of the Mortgages.

C. Fannie Mae has agreed to modify certain requirements of Fannie Mae's Selling Guide (the "Selling Guide") and Servicing Guide (the "Servicing Guide") to defer one or more of the requirements that, (1) concurrent with the purchase from or the exchange of the Assignor Mortgages with Assignor and/or (2) (a) concurrent with the purchase from or the exchange of the Other Lender Mortgages with the Other Lender or (b) in connection with a post-delivery transfer of servicing of the Other Lender Mortgages from the Other Lender to Assignor, Assignor, in its capacity as the servicer of the Mortgages, deliver to Fannie Mae, or its designee, original assignments of the Mortgages from the Assignor, in its capacity as the servicer of the Mortgages, to Fannie Mae duly completed and executed and in a form suitable for recording, but not recorded, in each of the jurisdictions in which the properties encumbered by the Mortgages are located. As a result, the Assignor, in its capacity as the servicer of the Mortgages, is the nominal titleholder of record of the Mortgages, and Fannie Mae is the beneficial owner of the entire interest in the Mortgages.

D. To enable Fannie Mae to ratify and confirm of record that Fannie Mae is the owner of the entire interest in the Mortgages and that the Assignor, in its capacity as the servicer of the Mortgages, is merely the nominal titleholder of the Mortgages, the Assignor hereby makes the representations and warranties set forth below, makes the further assurances set forth below, and hereby makes, constitutes, and appoints Fannie Mae its attorney-in-fact for the limited purposes herein contained.

REPRESENTATIONS AND WARRANTIES

The Assignor hereby represents and warrants that:

a. (i) Fannie Mae is the owner of the entire interest in the Mortgages, (ii) the Assignor has no interest in the Mortgages other than as nominal titleholder of record, and (iii) upon the execution of the



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related assignment by the Assignor, in its capacity as the nominal titleholder of record, or by Fannie Mae, in its limited capacity as attorney-in-fact for the Assignor, the Assignor has no further interest in the Mortgages. In furtherance of such representation and warranty, with respect to each Mortgage delivered in an MBS transaction and with respect to each Mortgage delivered as a portfolio transaction, Assignor expressly acknowledges and confirms the following statement(s) contained in the Selling and Servicing Guides as set forth below:

Selling Guide, Subpart A2-1-02, Nature of Mortgage Transaction:

“Every delivery of mortgages and/or participation interests, whether whole loan or for securitization, is expressly intended, by both Fannie Mae and the lender, to be the lender’s true, absolute, and unconditional sale to Fannie Mae of the mortgages and/or participation interests, and not the lender’s pledge thereof to secure a debt or other obligation owned to Fannie Mae.”

Selling Guide, Subpart A2-2.1-02, Representation and Warranty Requirements for the Sale and Servicing of All Mortgages:

“By submitting any loan to Fannie Mae under any execution, including MBS, whole mortgage loan, or a participation pool mortgage to Fannie Mae, the lender

- represents, warrants, and agrees that all right, title, and interest in the mortgage loan is sold, transferred, set over, and otherwise conveyed by the lender to Fannie Mae as of the date Fannie Mae funds the purchase proceeds.
- represents and warrants that there is no agreement with any other party providing for servicing the mortgages that continues after such date unless there is full compliance with all the Fannie Mae Guide requirements for subservicing (see A3-3-03, Subservicing (04/01/2009) and the *Servicing Guide*) or any prior servicing agreement is made expressly to Fannie Mae’s rights as owner of the mortgage loans.

Selling Guide, Subpart C2-1.1-03, Assignments, Sales and Transfers of Whole Mortgage Loans

“By submitting a whole mortgage to Fannie Mae as a cash delivery, the lender represents, warrants, and agrees that all right, title, and interest in the mortgage is sold, transferred, set over, and otherwise conveyed by the lender to Fannie Mae as of the date of Fannie Mae’s funding of the purchase proceeds.”

Servicing Guide, Part I, Chapter 2 (MBS and whole loan transactions):

“To facilitate performance of the servicer’s contractual responsibilities to Fannie Mae and the borrower, the servicer ordinarily appears in the land records as the mortgagee. For example, this ensures that the servicer receives legal notices that may impact our lien, such as notices of foreclosure of tax and other liens. However, Fannie Mae may take any and all action with respect to the mortgage it deems necessary to protect its ownership of the mortgage loan, including recordation of a mortgage assignment, or its legal equivalent, from the servicer to Fannie Mae or our designee. In the event that Fannie Mae determines it necessary to record

such an instrument, the servicer must assist Fannie Mae by preparing and recording any required documentation (such as mortgage assignments, powers of attorney, or affidavits) and providing recordation information for the affected mortgages.”

b. As to the Assignor’s own powers and liabilities, this Limited Power of Attorney has been duly authorized, executed, and delivered and constitutes a valid and legally binding instrument enforceable in accordance with its terms, subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium and similar laws, and court decisions limiting or affecting enforcement of creditors’ rights generally or applicable generally to institutions such as the Assignor.

FURTHER ASSURANCES

Assignor shall give, execute, and deliver, or cause or permit to be given, executed, and delivered, any notice, instrument, document, agreement, letter of direction, consent, waiver, affidavit, certificate, or other paper, as requested by Fannie Mae, that may be necessary or desirable in order to preserve, perfect, continue, substantiate, or validate this Power of Attorney, to ratify or confirm any representation or warranty contained in this Limited Power of Attorney, or to enable Fannie Mae to exercise and enforce its rights under this Limited Power of Attorney.

APPOINTMENT OF ATTORNEY-IN-FACT

1. The Assignor has and hereby irrevocably makes, constitutes, and appoints, and by these presents does hereby irrevocably make, constitute, and appoint, each of the **Vice President of Marketing**, the **Vice President of Quality Control**, and the **Vice President and Deputy General Counsel** and all officers of Fannie Mae, and such other person or persons as any of the **Vice President of Marketing**, the **Vice President of Quality Control**, and the **Vice President and Deputy General Counsel** of Fannie Mae shall designate from time to time, and each of them, any of whom may act alone, the true and lawful attorneys-in-fact of the Assignor, with respect to any interest that the Assignor currently has or hereafter may have, to do and perform in name and stead of the Assignor all of the following matters and things, in any case in the discretion of the party acting under this Limited Power of Attorney with respect to the Mortgages:

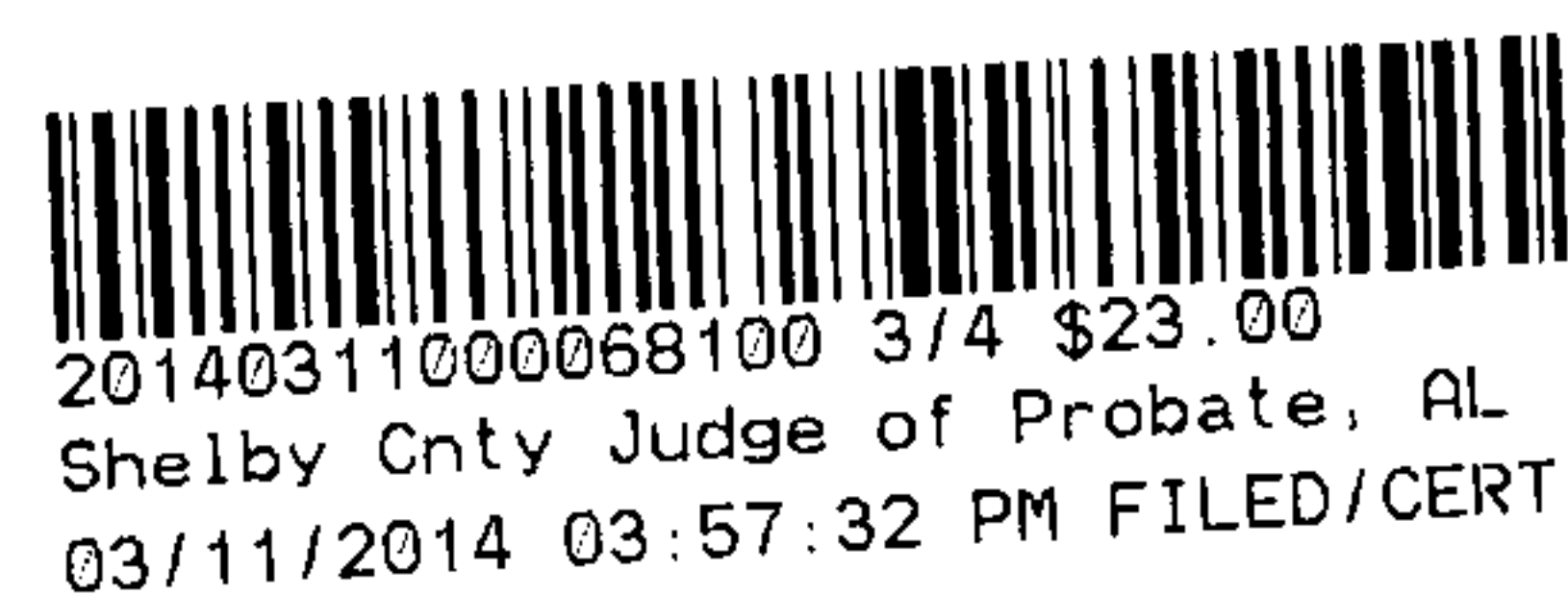
a. To execute, deliver, and record in the name of Fannie Mae, or any designee of Fannie Mae, as assignee, any and all instruments of assignment (the “Assignments”) with respect to the Mortgages.

b. To modify, amend, or revise any of the Assignments.

c. To execute, acknowledge, and record assignments of Mortgage in replacement of or in substitution for any of the Assignments naming Fannie Mae, or any designee of Fannie Mae, as assignee.

d. To execute, assign, acknowledge, transfer, and otherwise, in any and all respects, deal with any of the Mortgages, including, without limitation, the ability to sell, transfer, or assign any of the Mortgages to any third party or third parties and/or to Fannie Mae or its designee.

e. To do any and all acts necessary and appropriate to ratify and confirm Fannie Mae’s ownership of the entire interest in the Mortgages.



f. To execute such documents or take such actions on behalf of Assignee as any or each of them may elect in their sole discretion to further the purposes herein contained.

2. The Assignor hereby irrevocably grants each of the **Vice President of Marketing**, the **Vice President of Quality Control**, and the **Vice President and Deputy General Counsel** of Fannie Mae, and/or their respective designees, full power and authority of substitution under this Limited Power of Attorney, and hereby ratifies and confirms all that any of the **Vice President of Marketing**, the **Vice President of Quality Control**, and the **Vice President and Deputy General Counsel**, and/or their designees or substitutes, successors, or assigns may do or cause to be done by virtue of this Limited Power of Attorney, all as fully as if done and performed in the name of the Assignor by its corporate officers.

3. This Limited Power of Attorney is coupled with an interest and is irrevocable under all circumstances.

4. Any photocopy or other reproduction of this Limited Power of Attorney may be used, accepted and relied upon in lieu of the original hereof for the purpose of recording, filing, or otherwise utilizing the same.

5. Fannie Mae's determination that Fannie Mae has acquired all of the right, title, and interest of the Assignor in and to any Mortgage shall be binding and conclusive upon the Assignor, its successors and assigns, absent manifest error, and Fannie Mae shall be entitled to deal with any such Mortgage free and clear of any claims of the Assignor, its successors and assigns.

6. Each borrower, any assignee of a Mortgage from Fannie Mae (in its limited capacity as attorney-in-fact for the Assignor), or any other person or entity concerned with the title or ownership of a Mortgage, shall be fully protected in acting or relying upon, and shall have no duty or obligation to verify the truth, accuracy, authenticity, validity, or legal sufficiency of any Assignment or other paper or document which such borrower, assignee, other person, or entity in good faith believes to be genuine and to have been signed or presented by Fannie Mae, in its limited capacity as attorney-in-fact for the Assignor, pursuant to this Limited Power of Attorney.

IN WITNESS WHEREOF, the Assignor has caused this Limited Power of Attorney to be executed in its duly authorized representatives as of the day and year first above written.

REGIONS BANK

Attest: *Laura Wells*
Name: Laura Wells
Title: Vice President

By: *Andrea L. Koontz*
Name: Andrea L. Koontz
Title: Senior Vice President

State of Alabama
County of Shelby


I, the undersigned, a Notary Public in and for said State, hereby certify that Laura Wells and Andrea Koontz, whose names as Vice President and Senior Vice President, respectively, of Regions Bank, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed on the contents of this instrument they, as such officers with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal this February 10, 2014.

Tiffany M. Dunaway

Notary Public, Alabama State at Large

My Commission Expires:


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