

Prepared by:
After Recording Please Return To:
Premiere Asset Services
Attn: China Lem/ Suzie Brown
1 Home Campus
MAC X2301-049
Des Moines, IA 50328

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Des Moines, IA 50328

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LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made as of February 6, 2014 by the Wells Fargo Financial entities listed below (each a "Grantee") in favor of Wells Fargo Bank, N.A. doing business as Premiere Asset Services (the "Servicer").

WHEREAS, the Grantee has delegated the Servicer to perform servicing of certain mortgage loans (the "Mortgage Loans") and disposition of Real Estate Owned properties ("REO Properties") on behalf of the Grantee; and

WHEREAS, the Grantee desires to execute and deliver this Limited Power of Attorney in order to facilitate the servicing of the Mortgage Loans and disposition of REO Properties by the Servicer.

NOW THEREFORE, the Grantee does hereby appoint, the Servicer, as its attorney-in-fact, in its name, place and stead to take such actions as are deemed necessary or desirable to service and administer the Mortgage Loans and REO Properties, including the following:

(i) to execute, by the signature of any authorized Servicer employee or agent, any and all documents or instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to the Mortgage Loans or REO Properties, including without limitation, the recording or filing of such documents or instruments with the appropriate public office;

(ii) to make, correct, amend, endorse, accept, or deliver all agreements and instruments;

(iii) to administer any PMI policy or LPMI policy;

(iv) to liquidate and collect payments with respect to any Mortgage Loan or REO Property;

(v) to prepare, execute and deliver on behalf of the Grantee any and all financing statements, continuation statements and other documents or instruments necessary to create or maintain the lien on a mortgaged property and related collateral;

(vi) to enter into payment plans, modifications, waivers (including, without limitation, waivers of any late payment charge in connection with any delinquent payment on a Mortgage Loan), consents, amendments, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related servicing file;

(vii) to institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other mortgage loan documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature related to any Mortgage Loan or REO Property, and to appear in and file on behalf of the Grantee such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action; and

(viii) to execute deeds of conveyance and such other documents as are necessary to sell, transfer and convey REO Properties.

all as fully, to all intents and purposes, as the Grantee might or could do if present through one of its authorized representatives, with full power of substitution and revocation.

Until a properly executed revocation of this Limited Power of Attorney is duly executed and delivered, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above-described matters may fully rely upon the power and authority of said attorney-in-fact to act for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between the Grantee and the Servicer, this Limited Power of Attorney shall be effective as of the date first written above and shall remain in full force and effect thereafter until a written notice of revocation hereof shall have been executed by the Grantee. The expiration or revocation of the period of agency hereunder shall in no way affect the validity of any actions of said Attorney-In-Fact during said period. This Limited Power of Attorney is not intended to modify or expand the rights and obligations of the Servicer as set forth in the Agreement.

The Servicer hereby agrees to indemnify and hold the Grantee 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 exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement.

Nothing in this Limited Power of Attorney shall be construed to prevent the Grantee from acting on its behalf as the owner of the Mortgage Loans and REO Properties.

[Signatures Follow]

IN WITNESS WHEREOF, the Grantee has caused this Limited Power of Attorney to be signed and executed as its seal hereto affixed in its name by its proper officer thereunto duly authorized on the 6th day of February, 2014

WELLS FARGO FINANCIAL ACCEPTANCE AMERICA, INC.

WELLS FARGO FINANCIAL ACCEPTANCE, LLC

WELLS FARGO FINANCIAL ALABAMA, INC.

WELLS FARGO FINANCIAL ALASKA, INC.

WELLS FARGO FINANCIAL AMERICA, INC.

WELLS FARGO FINANCIAL ARIZONA, INC.

WELLS FARGO FINANCIAL ARKANSAS, INC.

WELLS FARGO FINANCIAL CALIFORNIA, INC.

WELLS FARGO FINANCIAL COLORADO, INC.

WELLS FARGO FINANCIAL CONNECTICUT, INC.

WELLS FARGO FINANCIAL CREDIT SERVICES NEW YORK, INC.

WELLS FARGO FINANCIAL DELAWARE, INC.

WELLS FARGO FINANCIAL FLORIDA, INC.

WELLS FARGO FINANCIAL GEORGIA, INC.

WELLS FARGO FINANCIAL GUAM, INC.

WELLS FARGO FINANCIAL HAWAII, INC.

WELLS FARGO FINANCIAL IDAHO, INC.

WELLS FARGO FINANCIAL ILLINOIS, INC.

WELLS FARGO FINANCIAL INDIANA, INC.

WELLS FARGO FINANCIAL IOWA 1, INC.

WELLS FARGO FINANCIAL IOWA 3, INC.

WELLS FARGO FINANCIAL KANSAS, INC.

WELLS FARGO FINANCIAL KENTUCKY 1, INC.

WELLS FARGO FINANCIAL KENTUCKY, INC.

WELLS FARGO FINANCIAL LEASING, INC.

WELLS FARGO FINANCIAL LOUISIANA, INC.

WELLS FARGO FINANCIAL MAINE, INC.

WELLS FARGO FINANCIAL MARYLAND, INC.

WELLS FARGO FINANCIAL MASSACHUSETTS 1, INC.

WELLS FARGO FINANCIAL MASSACHUSETTS, INC.

WELLS FARGO FINANCIAL MICHIGAN, INC.

WELLS FARGO FINANCIAL MINNESOTA, INC.

WELLS FARGO FINANCIAL MISSOURI, INC.

WELLS FARGO FINANCIAL MONTANA, INC.

WELLS FARGO FINANCIAL NEBRASKA, INC.

WELLS FARGO FINANCIAL NEVADA 2, INC.


WELLS FARGO FINANCIAL NEVADA, INC.

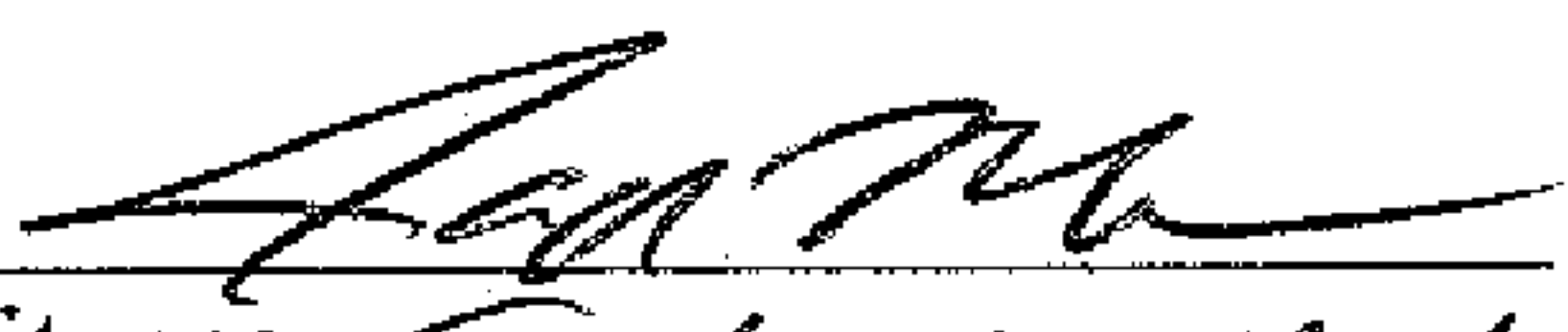
WELLS FARGO FINANCIAL NEW HAMPSHIRE 1, INC.


WELLS FARGO FINANCIAL NEW HAMPSHIRE, INC.

WELLS FARGO FINANCIAL NEW JERSEY, INC.

WELLS FARGO FINANCIAL NEW MEXICO, INC.
WELLS FARGO FINANCIAL NEW YORK, INC.
WELLS FARGO FINANCIAL NORTH CAROLINA 1,
INC.
WELLS FARGO FINANCIAL NORTH CAROLINA, INC.
WELLS FARGO FINANCIAL NORTH DAKOTA, INC.
WELLS FARGO FINANCIAL OHIO 1, INC.
WELLS FARGO FINANCIAL OHIO, INC.
WELLS FARGO FINANCIAL OKLAHOMA, INC.
WELLS FARGO FINANCIAL OREGON, INC.
WELLS FARGO FINANCIAL PENNSYLVANIA, INC.
WELLS FARGO FINANCIAL RETAIL CREDIT, INC.
WELLS FARGO FINANCIAL RHODE ISLAND, INC.
WELLS FARGO FINANCIAL SAIPAN, INC.
WELLS FARGO FINANCIAL SOUTH CAROLINA, INC.
WELLS FARGO FINANCIAL SOUTH DAKOTA, INC.
WELLS FARGO FINANCIAL SYSTEM FLORIDA, INC.
WELLS FARGO FINANCIAL SYSTEM MINNESOTA,
INC.
WELLS FARGO FINANCIAL SYSTEM VIRGINIA, INC.
WELLS FARGO FINANCIAL TENNESSEE 1, LLC
WELLS FARGO FINANCIAL TENNESSEE, INC.
WELLS FARGO FINANCIAL TEXAS, INC.
WELLS FARGO FINANCIAL UTAH, INC.
WELLS FARGO FINANCIAL VERMONT, INC.
WELLS FARGO FINANCIAL VIRGINIA, INC.
WELLS FARGO FINANCIAL WASHINGTON 1, INC.
WELLS FARGO FINANCIAL WASHINGTON, INC.
WELLS FARGO FINANCIAL WEST VIRGINIA, INC.
WELLS FARGO FINANCIAL WISCONSIN, INC.
WELLS FARGO FINANCIAL WYOMING, INC.


Witness Scott Gates


Witness Jordan Ben Nofy

By: 
Name: Anne E. McFadden
Title: Vice President

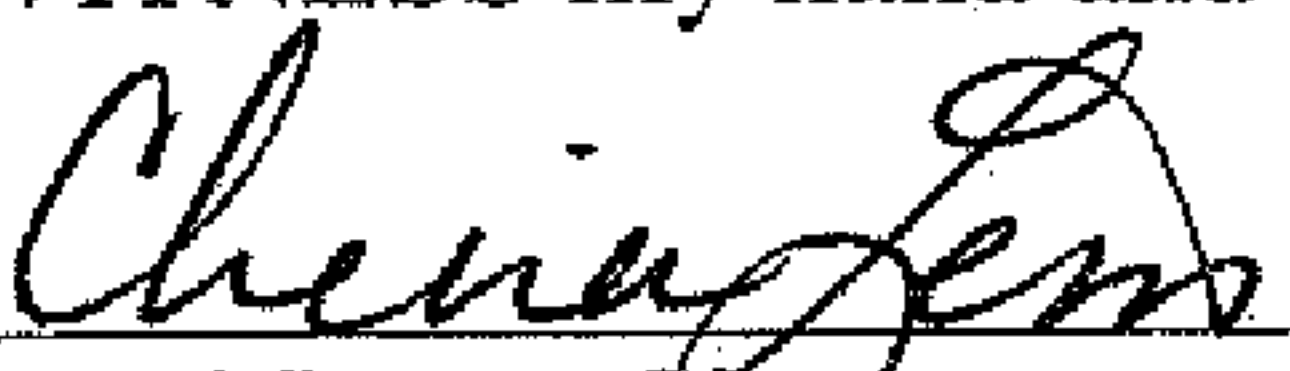
[Notary Acknowledgement to Follow on Next Page]

State of Iowa:

County of Dallas:

On this, the 6th day of February, 2014, before me, a Notary Public in and for said County and State, personally appeared, Anne E. McFadden, Vice President of the entities listed above, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Notary Signature

My Commission Expires on

2/10/14



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL 5
07/29/2014 03:58:29 PM
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