

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO:
CHICAGO TITLE
SERVICE LINK DIVISION
1400 CHERRINGTON PARKWAY
CORAOPOLIS, PA 15108
R3274637



20140903000275850 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
09/03/2014 10:27:43 AM FILED/CERT

LIMITED POWER OF ATTORNEY

DOCUMENT TITLE

LIMITED POWER OF ATTORNEY

After Recording Return To:
Nationstar Mortgage LLC
ATTN: POA's
2617 College Park Drive
Scottsbluff, NE 69361

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A., a national banking association located at 7105 Corporate Drive, Plano, TX 75024 ("Seller"),¹ by these presents does hereby make, constitute and appoint Nationstar Mortgage LLC, a Delaware limited liability company, located at 350 Highland Drive, Lewisville, TX 75067 ("Servicer"), Seller's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Seller's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Mortgage Servicing Rights Purchase and Sale Agreement dated as of January 6, 2013, between Seller and Servicer, under the terms of which Seller sold to Servicer the servicing rights to certain mortgage loans (such loans, the "Loans"). Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage, including but not limited to the transfer of any Mortgage on behalf of the Seller to Servicer;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Seller or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Seller as payments by borrowers in connection with the Loans;
5. Execute individual trial period plans and modification agreements and any related documents upon receipt of such instruction or direction from authorized employees of the Home Retention Division of the residential mortgage servicing operations of Seller or any of its affiliated entities in connection with mortgage modifications, including but not limited to mortgage modifications pursuant to the Home Affordable Modification Program ("HAMP") and Home Affordable Second Lien Modification Program ("2MP") established by the U.S. Department of the Treasury and any and all proprietary mortgage modification programs of Seller or the owner(s) of the Loans (including for both first mortgages and home equity accounts), that are in process at the time servicing of the related Loans is transferred from Seller to Servicer;
6. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP.

deeds or other deeds causing the transfer of title to a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");


7. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property;
8. Bid in the name of Seller in an amount up to and including the judgment amount in connection with judicial foreclosure sales where, at the time servicing of the relevant Loans is transferred from Seller to Servicer, judgment has already been issued by the relevant court and no additional court filings are necessary to obtain judgment;
9. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

provided, however, that, except as specifically set forth herein, nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all other documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [insert document title] is made without recourse to or against [insert name of entity in whose name the Action is taken] or Bank of America, N.A., and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, N.A."

With respect to the Actions, Seller 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.

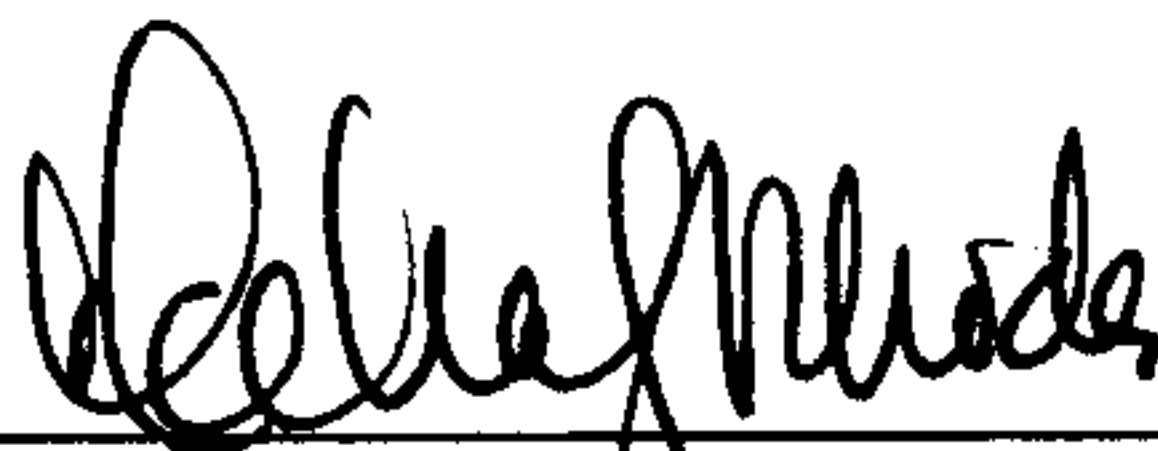
Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Seller or be construed to create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Seller, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Seller, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

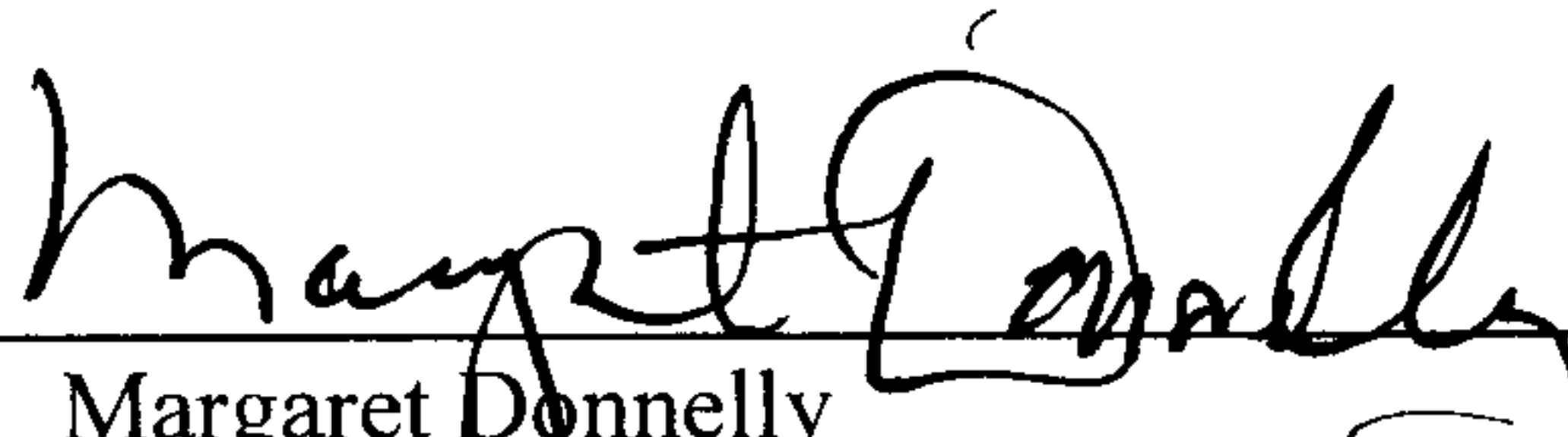
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IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 29th day of May, 2014.

BANK OF AMERICA, N.A.

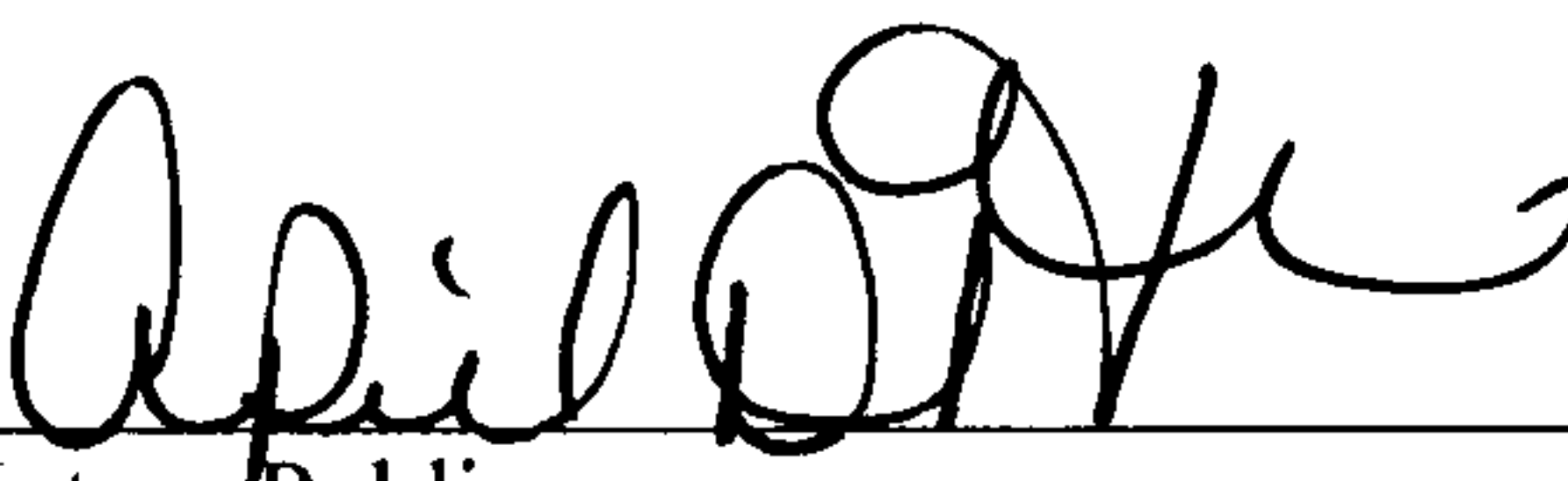
By: 
Name: Debra J. Rhodes
Title: Senior Vice President

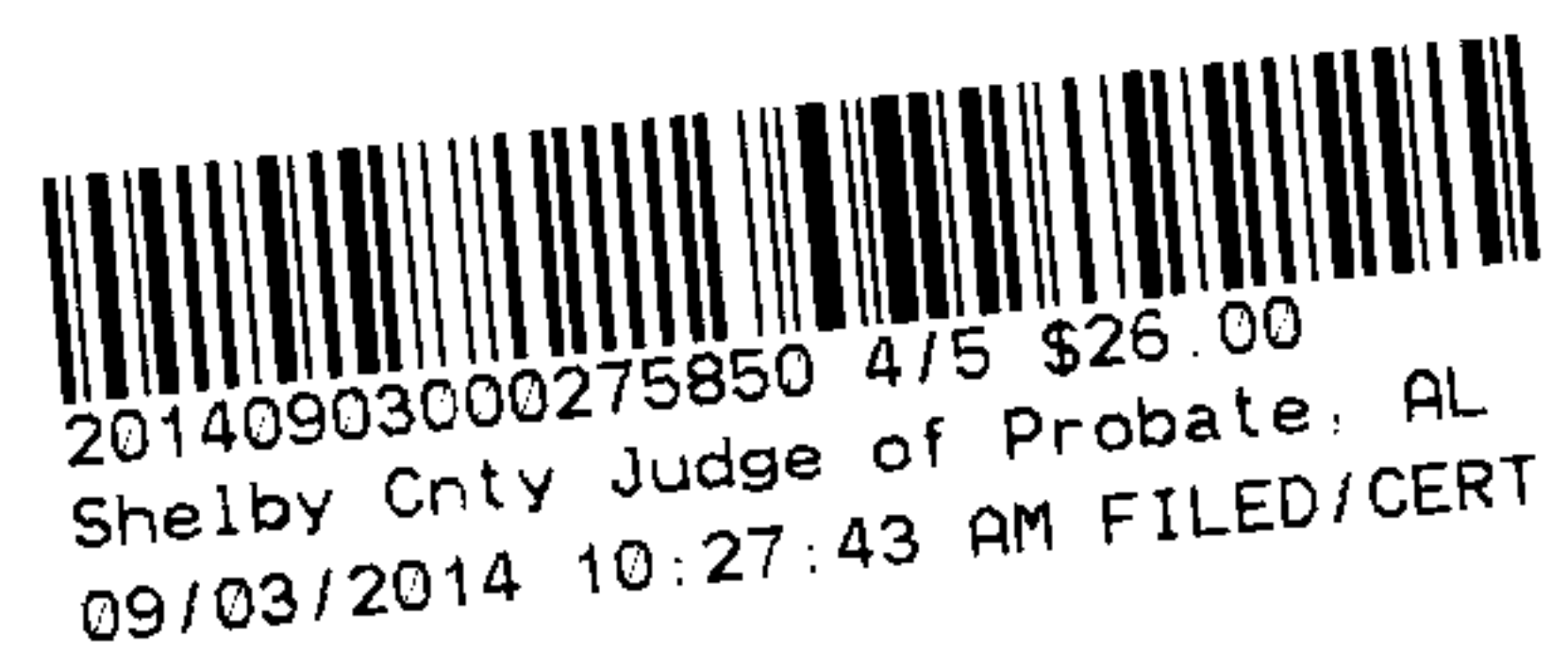
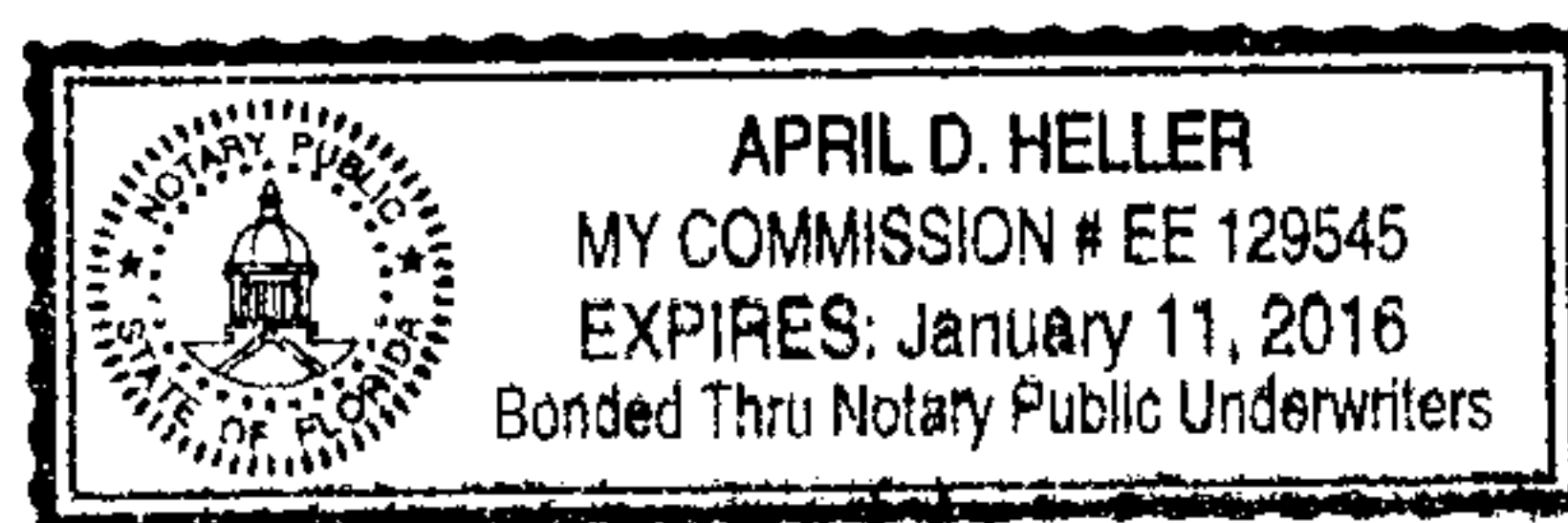
Witness: 
Name: Margaret Donnelly
Title: Assistant Vice President

Witness: 
Name: Suzanne Baw
Title: Officer

STATE OF FLORIDA :
: ss.
COUNTY OF DUVAL :

The foregoing instrument was acknowledged before me this 29th of May, 2014 by Debra J. Rhodes, Senior Vice President of Bank of America, N.A. on behalf of the corporation. She is [x] personally known to me or [] has produced _____ as identification.


Notary Public
My commission expires: 1/11/16



NATIONSTAR MORTGAGE LLC
as Servicer

By: 

Name: Jennifer Kinsey

Title: Assistant Secretary

Witness: 

Name: Gabriel Gurrola

Witness: 

Name: Kerri Weinmaster

ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF SCOTTS BLUFF

On June 2, 2014, before me a Notary Public in and for said State, personally appeared **Jennifer Kinsey**, known to me to be a **Assistant Secretary** of **Nationstar Mortgage LLC** that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such corporation and acknowledged to me that such limited liability company executed the within instrument.


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




Helen Scott

NOTARY PUBLIC

My Commission expires: Oct. 25, 2016


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