

2014049121 RECORDED: 10/10/2014 12:49:38 PM

ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

## LIMITED POWER OF ATTORNEY

## KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Flagstar Bank, FSB ("Seller"), a federal savings bank, by these presents does hereby make, constitute and appoint Selene Finance LP ("Servicer"), a Delaware limited partnership, Seller'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 Seller's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, to give effect to the Seller's and Servicer's intent under, and relates solely to that certain Servicing Rights Purchase and Sale Agreement dated as of November 30, 2012 (the "Agreement"), 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").

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;
- 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. Execute or file quitclaim deeds or, where necessary and appropriate, special warranty 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");
- 5. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: eviction notices; listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
- 6. 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 nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. All note

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endorsements 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 Flagstar Bank, FSB, and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Flagstar Bank, FSB."

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.

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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Shelby Cnty Judge of Probate, AL 03/12/2015 09:33:37 AM FILED/CERT



IN WITNESS WHEREOF, the undersigned has executed and delivered this Limited Power of Attorney this 14<sup>th</sup> day of March, 2013.

State of Michigan )
County of Oakland ) SS.

On March 14, 2013 before me, Caryn Lamb, personally appeared Stanley D. Jursek and Courtney Chang, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CARYN E. LAMB
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27 2019
ACTING IN COUNTY OF CALK COUNTY

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