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POWER OF ATTORNEY

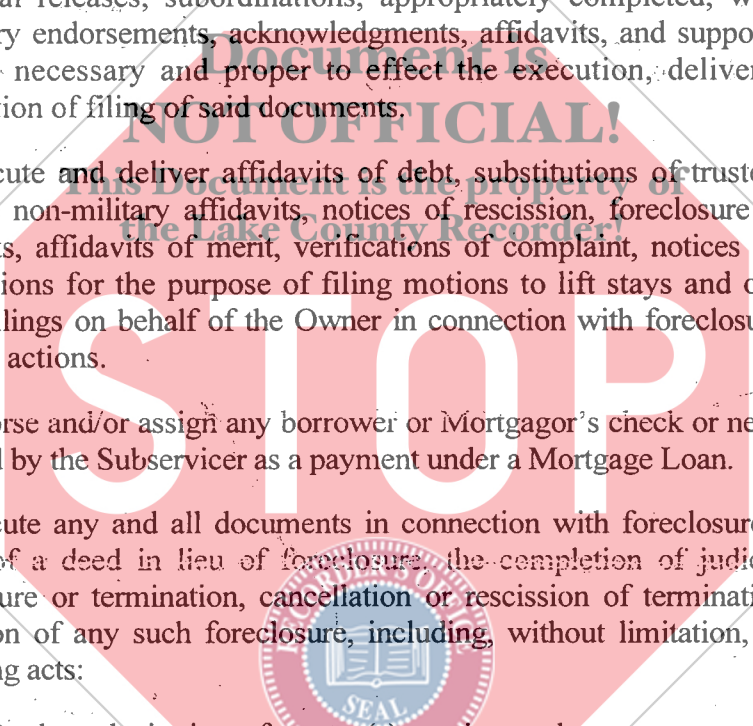
Bank of America, National Association ("Seller") was the owner of certain residential mortgage loan servicing rights and was the holder of certain residential mortgage loans relating to such servicing rights. Seller sold such servicing rights to Nationstar Mortgage LLC ("Owner and its agents and employees") pursuant to that certain Mortgage Servicing Rights Purchase and Sale Agreement dated as of September 30, 2011 (the "Agreement"). Seller hereby appoints (the "Owner and its agents and employees") as its true and lawful attorney-in-fact to act in the name, place and stead of the Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to the Agreement to which reference is made for the definition of all capitalized terms herein.

Now, therefore, the Seller does hereby constitute and appoint the Owner the true and lawful attorney-in-fact of the Seller in the Seller's name, place and stead with respect to each Mortgage Loan, the servicing rights of which the Owner acquired from the Seller pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases, subordinations, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance or recordation of filing of said documents.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents of notice filings on behalf of the Owner in connection with foreclosure, bankruptcy and eviction actions.
3. To endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by the Subservicer as a payment under a Mortgage Loan.
4. To execute any and all documents in connection with foreclosure, repossession, the taking of a deed in lieu of foreclosure, the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a) the substitution of trustee(s) serving under a mortgage or deed of trust in accordance with state law and the mortgage or deed of trust;
 - b) the preparation and issuance of statements of breach or non-performance;
 - c) the preparation and filing of notices of default and/or notices of sale;
 - d) the cancellation/rescission of notices of default and/or notices of sale;
 - e) the taking of a deed in lieu of foreclosure; and
 - f) the preparation and execution of such other documents and performances of such other actions as may be necessary under the terms of the mortgage,

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MICHAEL BROWN

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



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Fee Amt: \$36.00 Page 1 of 3
Workflow# 0000162953-0001
Butler County, Ohio
Dan Crank COUNTY RECORDER
File#: 2013-00005192
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such other actions as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions described above.

The Owner intends that this Limited Power of Attorney be coupled with an interest and is revocable.

The Owner further grants to its attorney-in-fact full authority to act in any manner reasonable, proper and necessary to exercise the foregoing powers, and ratifies every such act that Subservicer may lawfully perform in exercising those powers by virtue hereof.

The Subservicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Subservicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of



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this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

20 IN WITNESS WHEREOF, the Owner has executed this Limited Power of Attorney this day of October 2011.

WITNESS:

[Signature]

BANK OF AMERICA, NATIONAL ASSOCIATION

By: [Signature]
Title: Senior Vice President

WITNESS:

Brandon McLeod



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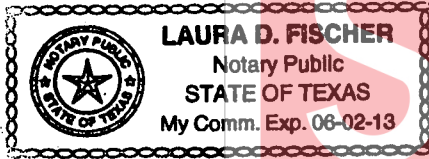
STATE OF TEXAS

COUNTY OF Collin

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Subscribed and sworn to (or affirmed) before me on this 20 day of October, 2011, by
Date Month Year



(1) Lee Wardlow
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Place Notary Seal Above



Signature [Signature]
Signature of Notary Public