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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL B. BROWN
RECORDER

* 2011 - 1202 2 *

ALLEN COUNTY, KS
CARA BARKDOLL, REGISTER OF DEEDS

Limited Power of Attorney

Bayview Loan Servicing, LLC ("BLS"), a limited liability company organized and existing under the laws of Delaware, having an office for the conduct of business at 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, Florida 33146, hereby grants a limited power of attorney to and hereby makes, constitutes and appoints CitiMortgage, Inc. ("CMI"), a corporation organized and existing under the laws of New York with corporate headquarters located at 1000 Technology Drive, O'Fallon, Missouri 63368, as the true and lawful attorney-in-fact of BLS with full power and authority hereby conferred in its name, place and stead and for its use and benefit, for the limited purposes set forth below. This Limited Power of Attorney is given in connection with the termination of those certain Subservicing Agreements by and between CMI, as owner, and BLS, as subservicer, dated as of February 18, 2009 and June 12, 2009 (collectively, the "Agreements"), in order to effectuate the transfer and assignment of mortgages loans previously serviced by BLS under the Agreements (the "Mortgage Loans") to CMI.

Now therefore, BLS does hereby constitute and appoint CMI the true and lawful attorney-in-fact of BLS and in BLS's name, place and stead with respect to the Mortgage Loans for the following purposes:

To sign, execute, acknowledge, deliver and record, in the name of BLS, all documents in conjunction with the Mortgage Loans for the purposes of (i) endorsing checks made payable to BLS in conjunction with any Mortgage Loan; (ii) releasing a borrower from personal liability under the mortgage or deed of trust following an approved transfer of ownership of the security property; (iii) the full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust; (iv) a partial release or discharge of a mortgage or the request to a trustee for a full reconveyance of a deed of trust; (v) the completion, termination, cancellation, or rescission of foreclosure, or the taking of a deed in lieu of foreclosure relating to a mortgage or deed of trust including (but not limited to) the following transactions: (a) the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust, (b) the cancellation or rescission of notice of sale; and (c) the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgages, deeds of trust, or promissory notes to convey title from BLS; and (vi) the conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to or on real estate owned; and (vii) the execution of assignments of mortgages, deeds of trust, or substitutions of trustee.

The undersigned 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 said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

CMI shall indemnify, defend and hold harmless BLS and its successors and assigns from and against any and all liabilities, claims, damages, losses and expenses (including reasonable attorneys' fees and costs).

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fees and costs) directly or indirectly arising out of or relating to CMI's unauthorized use of this Limited Power of Attorney.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

Executed this 28th day of July, 2011.

Bayview Loan Servicing, LLC

David Briggs

Name: David Briggs
Title: First Vice President

Witnesses:

Maria Hernandez

Name: Maria Hernandez

Magaly M Brodkey

Name: Magaly Brodkey

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This Document is the property of the Lake County Recorder!

* 2011-1202 2 *
CARA BARKDOLL, REGISTER OF DEEDS
ALLEN COUNTY, KS
2011-1202
DATE RECORDED: 08/08/2011 11:25:01AM
MTG INDEBT: 0.00 RECEIPT#: 7696
REC FEE: \$ 8.00
TECH FEE: \$ 4.00

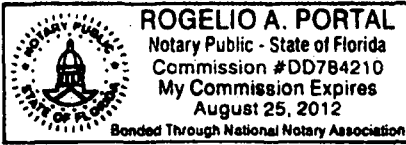
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

) SS

On this 28th day of July, 2011, before me the undersigned, Notary Public of said State, personally appeared David Briggs, personally known to me to be a duly authorized officer of the limited liability company that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of the limited liability company therein named, and acknowledged to me such limited liability company executed the within instrument pursuant to its limited liability agreement.

WITNESS my hand and official seal.



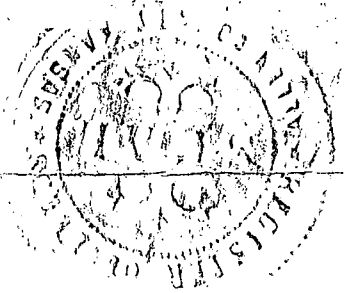
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Notary Public in and for the State of Florida

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Allen County Kansas Register of Deeds 2011-1202 2 of 2



State of Kansas
County of Allen §:

I, Cara Barkdoll, Register of Deeds, in and for said county and state, hereby certify this to be a true copy of the original instrument as recorded in Doc# 2011-1202 in my office.

Witness my hand and official seal this 9th day of August, 2011.

Certified Copy *Cara Barkdoll*

Cara Barkdoll
Allen County Register of Deeds