

3

LIMITED POWER OF ATTORNEY

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;
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 deeds or other deeds causing the transfer of title to a third party, in respect of property

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.

LIMITED POWER OF ATTORNEY TO NATIONSTAR MORTGAGE LLC

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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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