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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

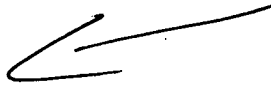
LIMITED POWER OF ATTORNEY

RECORDING REQUESTED **2014 027161**  
AND WHEN RECORDED MAIL TO:

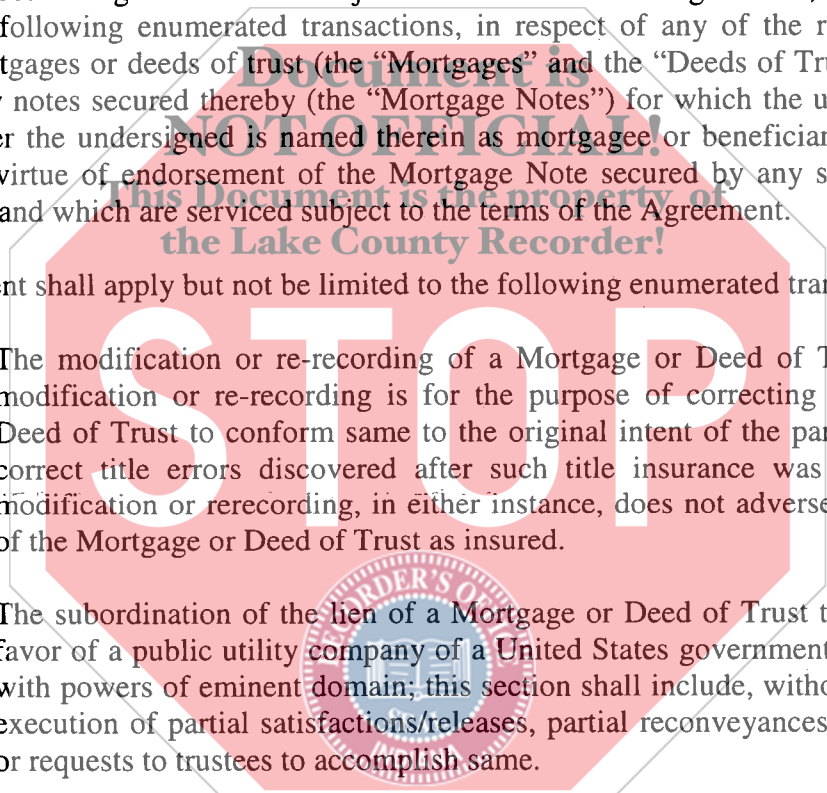
2014 MAY 14 AM 10:46

MICHAEL B. BROWN  
RECORDER

Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, Michigan 48098



KNOW ALL MEN BY THESE PRESENTS, that Matrix Financial Services Corporation, an Arizona corporation having an office at 601 Carlson Parkway, Suite 1400, Minnetonka, Minnesota, 55305, as Owner (the "Owner") pursuant to that Subservicing Agreement, by and between Flagstar Bank, FSB (the "Subservicer") and Owner, dated as of December 1, 2013 (the "Agreement"), hereby constitutes and appoints the Subservicer, by and through the Subservicer's officers and authorized employees and the servicing officers and managers of Selene Finance LP who have been authorized by the Subservicer (each, an "Authorized Representative"), the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, for the purpose of performing all acts and executing all documents in the name of the Owner as may be customarily and reasonably necessary and appropriate to performing servicing or subservicing activities all subject to the terms of the Agreement, including but not limited to the following enumerated transactions, in respect of any of the real estate owned properties, mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is the Owner (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and which are serviced subject to the terms of the Agreement.



This appointment shall apply but not be limited to the following enumerated transactions:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or rerecording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to a mortgage insurer, or the closing of the title to property to be acquired as real estate owned, or conveyance of title to real estate owned.

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4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the endorsement of the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or 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 Deed of Trust, in accordance with state law and the 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 performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8(a) through 8(e), above.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the Agreement as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney shall be effective as of the date of the Agreement as set forth above.

This appointment shall not be assigned to any third party by the Subservicer without the written prior consent of the Owner and this Limited Power of Attorney shall continue in full force and effect until (i) revoked in writing by the Owner, (ii) the termination of the Agreement, or (iii)

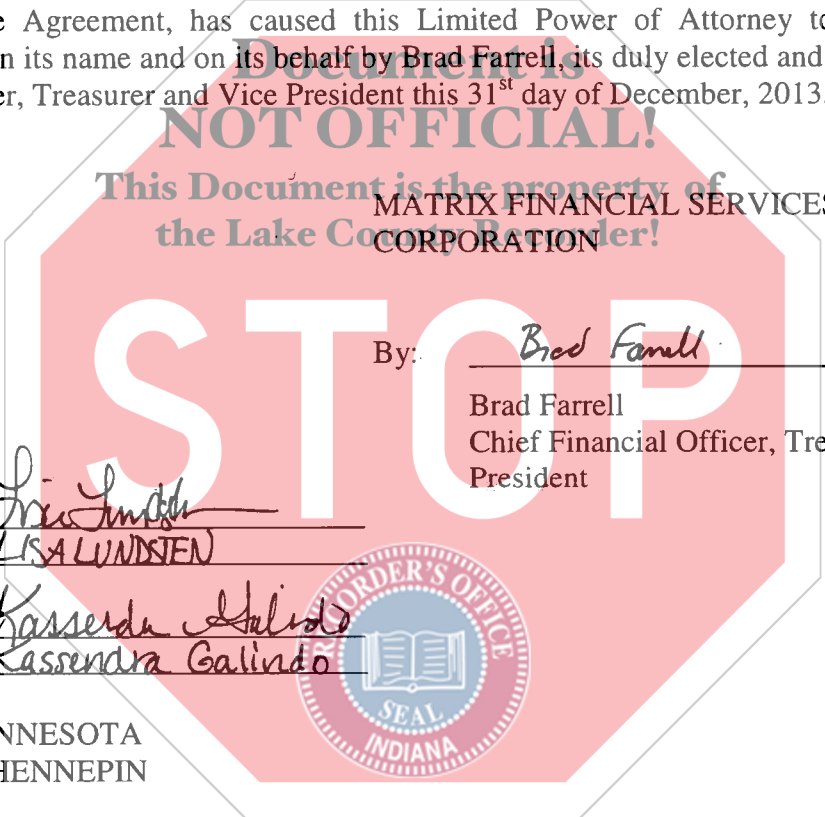
with respect to any Mortgage or REO property, such Mortgage or REO property is no longer serviced by the Subservicer under the Agreement.

The Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Subservicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

The Subservicer hereby agrees to indemnify and hold the Owner and its directors, officers, affiliates, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Subservicer or any Authorized Representative of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Subservicing Agreement.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless terminated by the terms above.

IN WITNESS WHEREOF, Matrix Financial Services Corporation, as the Owner pursuant to the Agreement, has caused this Limited Power of Attorney to be signed and acknowledged in its name and on its behalf by Brad Farrell, its duly elected and authorized Chief Financial Officer, Treasurer and Vice President this 31<sup>st</sup> day of December, 2013.



By: Brad Farrell  
Brad Farrell  
Chief Financial Officer, Treasurer and Vice President

Witness #1: [Signature]  
Printed name: LISA LUNDSTEN

Witness #2: [Signature]  
Printed name: Kassandra Galindo

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On the 31<sup>st</sup> day of December in the year 2013 before me, the undersigned, personally appeared Brad Farrell, personally known to me as Chief Financial Officer, Treasurer and Vice President of Matrix Financial Services Corporation and as the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that

by his signature on the instrument, Matrix Financial Services Corporation executed the instrument.

Signed: *Diane Palmersheim*  
Notary Public



STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On the 31<sup>st</sup> day of December in the year 2013 before me, the undersigned, personally appeared Lisa Lundsten and Kassendra Galindo, the subscribing witnesses to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that they know Brad Farrell to be the individual described in and who executed the foregoing instrument; that said subscribing witnesses were present and saw said Brad Farrell execute the same; and that said witnesses at the same time subscribed their name(s) as witnesses thereto.

Signed: *Diane Palmersheim*  
Notary Public



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, Michigan 48098

