

When Recorded, Return To:

E 2861382 B 6250 P 76-79  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/21/2015 09:29 AM  
FEE \$16.00 Pas: 4  
DEP RT REC'D FOR SELECT PORTFOLIO  
SERVICES INC

**LIMITED POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, **THE BANK OF NEW YORK MELLON AS INDENTURE TRUSTEE**, having an office at 101 Barclay Street, New York, New York 10286 (The "Bank"), hereby appoints **Select Portfolio Servicing, Inc.**, to be the Bank's true and lawful Attorney-in-Fact (the "Servicer") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the Servicing Agreement dated as of September 7, 2010 among Select Portfolio Servicing, Inc., as Servicer, CSMC Trust 2010-16, as Issuer, and The Bank of New York Mellon, as Indenture Trustee (the "Indenture Trustee") related to the CSMC Trust 2010-16 Mortgage-Backed Notes and Certificates, Series 2010-16 on behalf of the Bank:

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 the 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 re-recording, 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 public utility company of a government 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 of requests to trustees to accomplish the same.

3. 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 real estate owned.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial 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 related Mortgage Note, in connection with the repurchase of the Mortgage Note 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 Mortgage Note;
- 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;

2015 APR 21 03:15:10

2015 MAR 1 AM 10:46  
MICHAEL D. BROWN  
RECORDER

STATE OF UTAH  
DAVIS COUNTY  
FILED FOR RECORDING

**HOLD FOR MERIDIAN TITLE CORP**

14-45334

NON-COM  
\$18.00  
M.E  
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- 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; and

9. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse if deemed necessary by the Servicer, to endorse on behalf of the Bank all checks, drafts and/or negotiable instruments made payable to the Bank in respect of the documents, and executing such other documents as may be considered by the Servicer necessary for such purposes.

**This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) a revocation by the Bank, (ii) the Servicer no longer being retained on behalf of the Bank or an affiliate of the Bank, (iii) the expiration of one year from the date of execution.**

**The relationship of the Bank and the Servicer under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.**

**The authority granted to the Servicer by this Power of Attorney is not transferable to any other power or entity.**

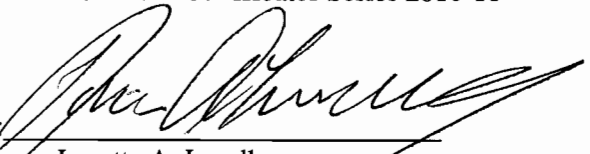
This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

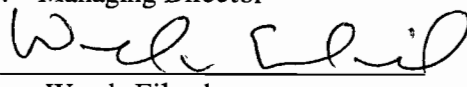
All actions heretofore taken by said Servicer, which the Servicer could properly have taken pursuant to this Power of Attorney, be and hereby are, ratified and affirmed.

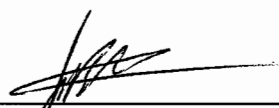
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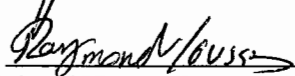
IN WITNESS WHEREOF, The Bank of New York Mellon, as Indenture Trustee, pursuant to that Servicing agreement among the Depositor, the Servicer, and the Indenture Trustee, dates as of September 7, 2010, and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg its duly elected and authorized Managing Director and Wanda Eiland its duly elected and authorized Vice President this 31st day of March, 2015.

The Bank of New York Mellon, as Indenture Trustee for CMSC Trust 2010-16 Mortgage-Backed Notes and Certificates Series 2010-16

By:   
Name: Loretta A. Lundberg  
Title: Managing Director

By:   
Name: Wanda Eiland  
Title: Vice President

Witness:   
Printed Name: Jason Blass

Witness:   
Printed Name: Raymond Youssry

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ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 31st day of March, 2015 personally appeared before me the above-named Loretta A. Lundberg and Wanda Eiland, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President, respectively of The Bank of New York Mellon, as Indenture Trustee, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 31st day of March, 2015.

  
NOTARY PUBLIC  
My Commission expires

ALEXANDER PUGLISE  
NOTARY PUBLIC, State of New York  
No. 01PU6295251  
Qualified in New York County  
Commission Expires Dec. 30, 2017

