LIMITED POWER OF ATTORNEY

Selene Finance 9990 Richmond Ave. Suite 100 North Houston, TX 77042

Attn: [Danny Smith, Vice President Due Diligence and Delivery]

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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Taylor, Bean & Whitaker Mortgage Corp., a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 315 NE 14th Street, Ocala, Florida as Owner (the "Owner") pursuant to that Servicing Agreement, between SELENE FINANCE LP (the "Servicer") and the Owner, dated as of November 6, 2009 (the "Agreement"), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Owner's true and lawful Attorney-in-Fact, in the Owner's name, place and stead and for the Owner's benefit, in connection with all mortgage loans and REO properties subject to the terms of the Agreement 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 effectuate the follow the mortgages or deeds of trust (the "M ed transactions in respect of any of the "Deeds of Trust" respectively) age Notes") for which the undersigned and promissory notes secured is the Owner (whether the und mortgagee or beneficiary or has become mortgages by virtue of endorsement of the Mortgage Nofe secured by any such Mortgage or Deed of Trust) and for activities all subject to the terms of the A

This appointment shall apply to the following enumerated transactions only:

- 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
- The conveyance of the properties to the mortgage insurer, or the closing of 3. the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned (the "REO Properties").

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy Attest: 1/30/2015

Stan Stanart, County Clerk

Harris County, Texas

Rother Michelle Sophe Esther Michelle Sopchak



Deputy

- 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 related Mortgage Note, in connection with the repurchase of the revolving credit loan or 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

Document is

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- This the preparation and issuance of statements of breach or nonperformance:
- 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.

Notwithstanding the above, Servicer shall obtain the express written consent of Owner prior to initiating or proceeding with any judicial or non-judicial foreblosure.

9. Powers of Attorney with regard to all necessary or required actions for real estate transactions in connection with the REO Properties ("Powers"), provided however, that at no time shall any Grantee have more than one hundred (100) Powers currently in force and unrecorded at any time, provided further, that the term "Grantee" shall refer to an approved vendor of the Servicer.

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Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy Attest: 1/30/2015 Stan Stanart

Stan Stanart, County Clerk

Harris County, Texas







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 and in accordance with the standard of care 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 November 12, 2009. 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 an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, TBW has executed this Limited Power of Attorney this 12 day of November, 2009.

Taylor, Bean & Whitaker Mortgage Corp. This Document is the property Witnesses the Lake County Recorder! STATE OF COUNTY OF Marion

On 12 November, 2009, before me, Virginia A Argo, a notary public for an within the said county, personally appeared, Neil Luria, the Chief Restructuring Officer of Taylor, Bean and Whitaker Mortgage Corp. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy Attest: 1/30/2015

Stan Stanart, County Clerk

Harris County, Texas

Rother Michelle Sopohal

Deputy

WITNESS my hand and official seal

Notary Public

My commission Expires:



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy

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Attest: 1/30/2015

Stan Stanart, County Clerk

Harris County, Texas

Esther Michelle Sopchak

Deputy



Pages 5
03/12/2013 07:43:53 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART OF FICIAL!
COUNTY CLERK
Fees 23 000 ment is the property of
the Lake County Recorder!

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unemforteable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was driv RECORDED in the Official
Public Records of Real Records of Harris County, Texas.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 1/30/2015
Stan Stanart, County Clerk
Harris County, Texas



Deputy

COUNTY CLERK HARRIS COUNTY, TEXAS

