

COPY

(Limited Power of Attorney)

2015 071133

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 20 AM 10:51

This LIMITED POWER OF ATTORNEY, dated as of October 18, 2013 (this "Limited Power of Attorney"), is hereby granted to Caliber Home Loans, Inc., a Delaware corporation (the "Grantee"), by Flagstar Bank, FSB, a federal savings bank ("Grantor").

MICHAEL DROWN
RECORDER

WITNESSETH:

WHEREAS, Grantor is a party to that certain Bulk and Forward Bulk Servicing Rights Purchase and Sale Agreement (the "Agreement") dated as of November 06, 2013, by and among Grantee and Grantor, which provides for, among other things, Grantor to sell, transfer and convey all of its right, title and interest in and to the Servicing Rights described within the Agreement. In connection with the sale of the Servicing Rights, Grantee will assume the servicing responsibilities and obligations with respect to Mortgage Loans identified within the Agreement.

NOW, THEREFORE, pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:



1. Definitions. Defined terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

2. Limited Power of Attorney. For purposes of transferring ownership of the Servicing Rights to Grantee and to effectuate the efficient servicing of the Mortgage Loans, Grantor names, constitutes and appoints Grantee as its duly authorized agent and attorney-in-fact, with full power and authority in its name, place and stead to (i) execute such documents as are necessary to initiate and/or pursue foreclosure or other legal actions with respect to the Mortgage Loans; (ii) execute such deeds and other documents as are necessary to sell or convey real and personal property securing the Mortgage Loans, including, but not limited to, signing deeds to convey real property acquired through foreclosure of a Mortgage Loan; (iii) execute documents and instruments necessary to release any and all mortgages, security instruments, liens, security interests or related documents with respect to the Mortgage Loans; (iv) execute documents and instruments necessary to release all obligations under any promissory note or related documents with respect to the Mortgage Loans; (v) execute documents and instruments necessary to assign or transfer any Mortgage Note, including, but not limited to, any allonge or endorsement related thereto; (vi) execute documents and instruments necessary to sign subordination agreements and consent to easements related to the Mortgage Loans; (vii) execute such documents as are necessary to assign the Mortgage Loans (including, without limitation, assignments of mortgages from Grantor to MERS, Freddie Mac, Fannie Mae, or other applicable Person); (viii) endorse checks and other payment instruments that are payable to the order of Grantor and that have been received by Grantee from Mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan; and (ix) execute such other documents as may be necessary or appropriate to enable Grantee to carry out its servicing and administrative duties with respect to the Mortgage Loans.

3. Waivers and Amendments. This Limited Power of Attorney may be amended, modified, supplemented or restated only by a written instrument executed by Grantor. The terms of this Limited Power of Attorney may be waived only by a written instrument executed by the party waiving compliance.

4. Headings. The headings in this Limited Power of Attorney are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof.

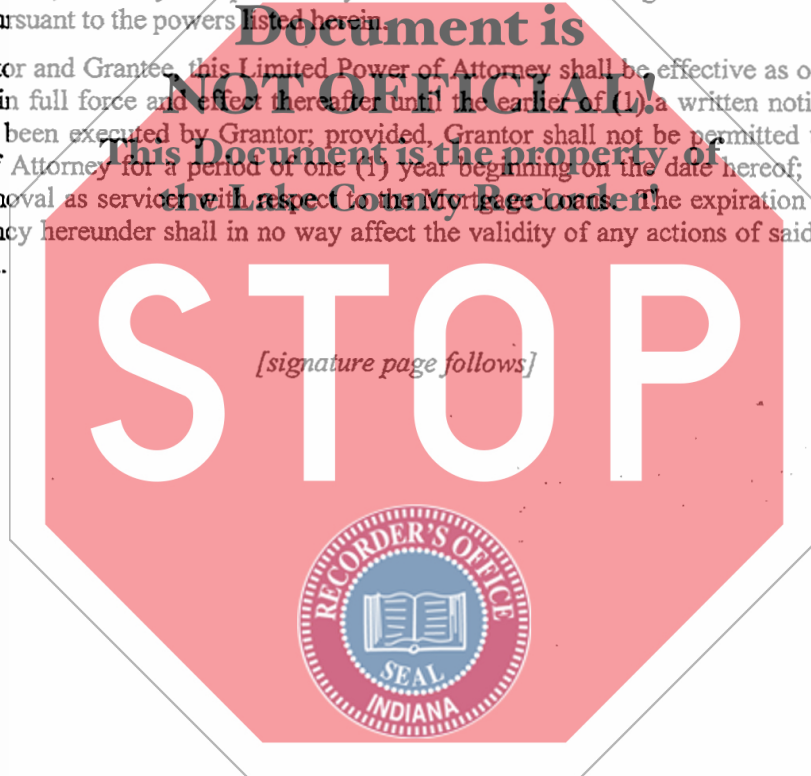
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5. Successors and Assigns. This Limited Power of Attorney shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective successors and assigns; provided, however, that Grantee shall not assign any of the rights under this Limited Power of Attorney (except by merger or other operation of law) without the prior written consent of Grantor, and any such purported assignment without such consent shall be void and of no effect.

6. Governing Law. This Limited Power of Attorney shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

Until this Limited Power of Attorney is revoked as set forth below, all parties dealing with said attorney-in-fact (individually or collectively) in connection with the above described matters may fully rely upon the power and authority of said attorney-in-fact for and on behalf of the undersigned, and in its name, place and stead, and may accept and rely on all documents and agreements entered into by said attorney-in-fact pursuant to the powers listed herein.

As between Grantor and Grantee, this Limited Power of Attorney shall be effective as of the date hereof and shall remain in full force and effect thereafter until the earlier of (1) a written notice of revocation hereof shall have been executed by Grantor; provided, Grantor shall not be permitted to terminate this Limited Power of Attorney for a period of one (1) year beginning on the date hereof; or (2) Grantee's resignation or removal as servicer with respect to the Mortgage Loans. The expiration or revocation of the period of agency hereunder shall in no way affect the validity of any actions of said attorney-in-fact during said period.



IN WITNESS WHEREOF, the undersigned has executed and delivered this Limited Power of Attorney as of the date first above written.

Grantor:

Jamie Sumkowski

Witness: Jamie Sumkowski

By: Stanley D. Jursek

Name: Stanley D. Jursek

Title: Executive Vice President

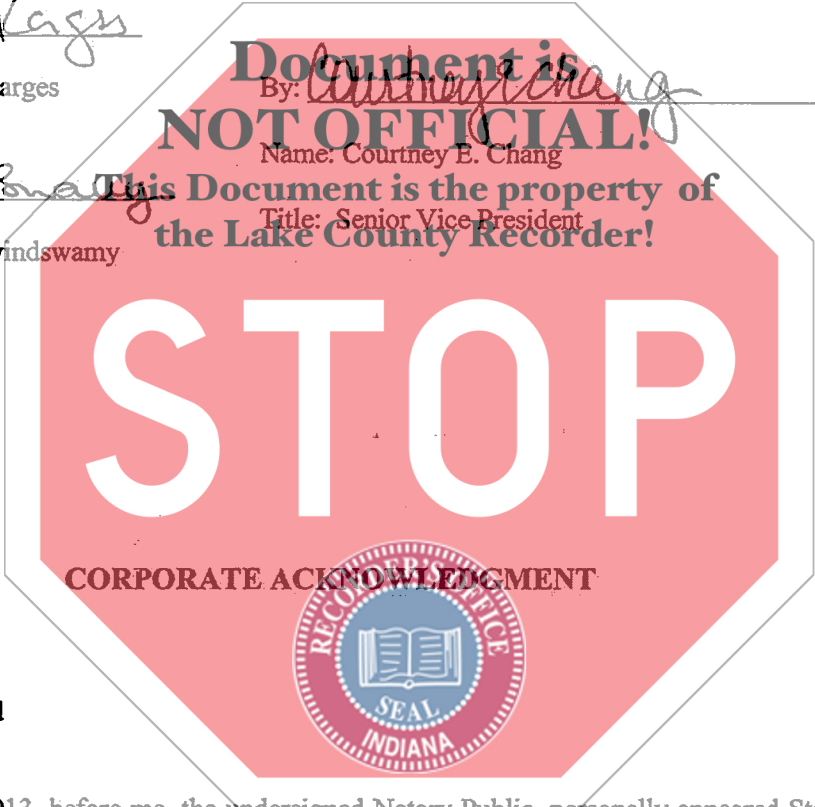
Tracey Karges

Witness: Tracey Karges

Document is NOT OFFICIAL!
By: Courtney E. Chang
Name: Courtney E. Chang
Title: Senior Vice President

Prabha Govindswamy

Attest: Prabha Govindswamy



State of Michigan

County of Oakland

On October 18, 2013, before me, the undersigned Notary Public, personally appeared Stanley D. Jursek and Courtney E. Chang, an Executive Vice President and Senior Vice President, respectively, of Flagstar Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the entity, on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Caryne E. Lamb
Notary Public

My commission expires: _____

CARYNE E. LAMB
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 27 2019
ACTING IN COUNTY OF Oakland