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MICHAEL B. BROWN
RECORDER

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BK 5631 PG 747

LIMITED POWER OF ATTORNEY

15-38366 REO

KNOW ALL PERSONS BY THESE PRESENTS:

E 2694800 B 5631 P 747-750
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/19/2012 01:40 PM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR SELECT PORTFOLIO

That, pursuant to the authority granted under certain servicing agreements (the "Service Agreements") by HSBC Bank USA, National Association, a national banking association, in its capacity as trustee for the Trusts identified in the Attachment hereto ("Trustee"), Bank of America, N.A., a national banking association ("BANA"), by these presents does hereby make, constitute and appoint Select Portfolio Servicing, Inc., a Utah corporation ("Subservicer"), Trustee's true and lawful agent and attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Trustee's name, place and stead. This limited power of attorney (the "Limited Power of Attorney") is given in connection with and pursuant to a certain Flow Subservicing Agreement dated as of February 13, 2012 (the "Agreement") by and between BANA and Subservicer, pursuant to which Subservicer has the duty to provide servicing, administration, and management and disposition services with respect to certain mortgage loans ("Mortgage Loans") serviced by BANA as servicer and held by Trustee as trustee (the "Servicing Arrangement"). Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property ("Property") evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Security Instrument"). The assignment of a Security Instrument, as used herein, shall also include the assignment of the beneficial interest under a deed of trust.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans or the Property and as mandated or permitted by federal, state or local laws or other legal requirements or restrictions—including without limitation federal and state debt collection laws—applicable to BANA or Subservicer in connection with mortgage loans serviced by Subservicer for BANA or on behalf of Trustee, as trustee:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by Trustee in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale (or any other statement or notice that is now or hereafter becomes necessary or appropriate to protect or enforce Trustee's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the Properties.
2. Subordinate the lien of a mortgage or deed of trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
3. Execute and/or file such documents and take such action as is proper and necessary to defend Trustee in litigation and to resolve any litigation where Subservicer has an obligation to defend Trustee.
4. Transact business of any kind regarding the Mortgage Loans, as Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.

LIMITED POWER OF ATTORNEY TO SELECT PORTFOLIO SERVICING, INC.

HOLD FOR MERIDIAN TITLE CORP

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5. Execute, complete, indorse or file bonds, notes, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Trustee.
6. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Trustee or a prior transferor, including, but not limited to note indorsements.
7. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
8. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of Trustee under any insurance agreement.
10. Endorse on behalf of Trustee all checks, drafts and/or other negotiable instruments made payable to Trustee.

With respect to the Actions, BANA 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 BANA itself might or could do pursuant to the authority referenced above.

BANA represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been recorded. Any and all third parties dealing with Subservicer as Trustee's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Subservicer, and need not make any inquiry about whether Subservicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Subservicer that any subject mortgage loan or real estate owned by Trustee or by Subservicer for Trustee as a result of the termination of the related Mortgage Loan, is subject to the authority and power of BANA under the Servicing Agreements and conferred to Subservicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Trustee or BANA or be construed to create a duty of Trustee or BANA to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name or on behalf of Trustee or BANA, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Trustee or BANA, except, in each case, as provided herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 17th day of October, 2012.

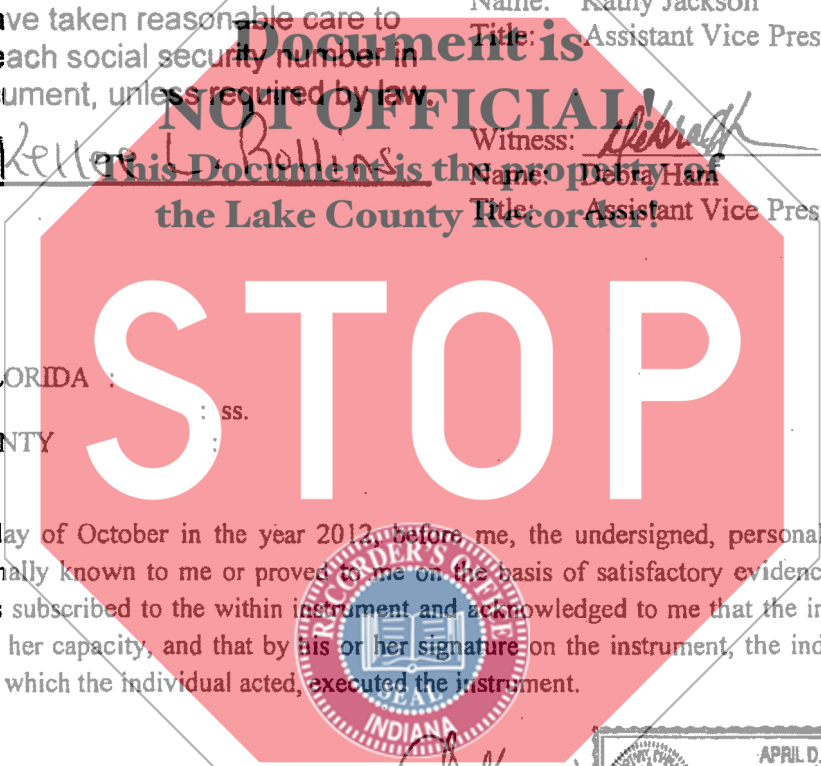
BANK OF AMERICA, N. A.

By: [Signature]
Name: Debra J. Minton
Title: Senior Vice President

By: [Signature]
Name: Greg Blackmer
Title: Vice President

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.
Witness: [Signature]
Name: Kathy Jackson
Title: Assistant Vice President

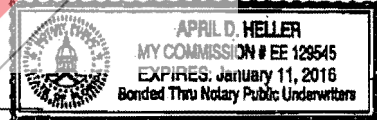
Name: [Signature]
Witness: [Signature]
Name: Debra Han
Title: Assistant Vice President



STATE OF FLORIDA :
DUVAL COUNTY : ss.

On the 17th day of October in the year 2012, before me, the undersigned, personally appeared Debra J. Minton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public: April D. Heller
My commission expires: 01/11/2016



ATTACHMENT

Trusts Covered By The Limited Power Of Attorney

1. Pooling and Servicing Agreement, dated as of June 1, 2005 (as amended, restated, supplemented, or otherwise modified from time to time), among ACE Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as a Servicer, Saxon Mortgage Services, Inc., as a Servicer, Ocwen Federal Bank FSB, as a Servicer, Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee, related to ACE Securities Corp. Home Equity Loan Trust, Series 2005-HE4 Asset Backed Pass-Through Certificates
2. Pooling and Servicing Agreement, dated as of October 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among ACE Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as a Servicer, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee, related to ACE Securities Corp. Home Equity Loan Trust, Series 2006-FM2 Asset Backed Pass-Through Certificates
3. Pooling and Servicing Agreement, dated as of September 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among ACE Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as a Servicer, Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee, related to ACE Securities Corp. Home Equity Loan Trust, Series 2006-NC2 Asset Backed Pass-Through Certificates
4. Pooling and Servicing Agreement, dated as of November 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time), among ACE Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as a Servicer, Wells Fargo Bank, N.A., as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee, related to ACE Securities Corp. Home Equity Loan Trust, Series 2006-NC3 Asset Backed Pass-Through Certificates
5. Pooling and Servicing Agreement, dated as of February 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among ACE Securities Corp., as Depositor, Ocwen Loan Servicing, LLC, as a Servicer, Countrywide Home Loans Servicing LP, as a Servicer, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee, related to ACE Securities Corp. Home Equity Loan Trust, Series 2007-HE2 Asset Backed Pass-Through Certificates
6. Pooling and Servicing Agreement, dated as of January 1, 2007 (as amended, restated, supplemented, or otherwise modified from time to time), among ACE Securities Corp., as Depositor, Countrywide Home Loans Servicing LP, as a Servicer, Wells Fargo Bank, National Association, as Master Servicer and Securities Administrator and HSBC Bank USA, National Association, as Trustee, related to ACE Securities Corp. Home Equity Loan Trust, Series 2007-WM1 Asset Backed Pass-Through Certificates

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder

STOP





STATE OF UTAH)
COUNTY OF DAVIS) ss.

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDER.

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 15th DAY OF June, 20 15

RICHARD T. MAUGHAN, RECORDER

Jane Wright DEPUTY
4 pages