

After Recorded Return To: I

Meridian Asset Services 2016 040561

780 94th Avenue North, Suite 102 I

St. Petersburg, FL 33702 I

Attention: David Pourciau I

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 JUN 30 AM 9:16

MICHAEL B. BROWN  
RECORDER

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder! THAT, BANK OF AMERICA, N.A., a national banking association located at 7105 Corporate Drive, Plano, TX 75024 ("Seller"), by these presents does hereby make, constitute and appoint Meridian Asset Services, Inc., a Florida corporation, located at 780 94th Avenue North, Suite 102, St. Petersburg, FL 33702 ("Meridian"), Seller's true and lawful attorney in fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Seller's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, those certain Mortgage Loan Purchase and Sale Agreements listed on Exhibit A, between Seller, certain affiliates of Seller and Altisource Residential, L.P. ("Purchaser"), under the terms of which Seller sold to Purchaser certain mortgage loans (such loans, the "Loans").<sup>2</sup> Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of

<sup>1</sup> For the avoidance of doubt, this Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP; Bank of America, N.A., successor by merger to NationsBanc Mortgage Corporation; Bank of America, N.A., successor by merger to Fleet National Bank; Bank of America, N.A., fka Bank of America National Trust and Savings Association, successor by merger to Bank of America New Mexico, N.A.; Bank of America, N.A., successor by merger to NationsBank, N.A.; Bank of America, N.A., successor by merger to Countrywide Bank, N.A.; Bank of America, N.A., successor by merger to Countrywide Bank, N.A. formerly known as Countrywide Bank, FSB; or Bank of America, N.A., successor by merger to Countrywide Bank, N.A. formerly known as Treasury Bank, N.A.

<sup>2</sup> Meridian is a third-party vendor of Fay Servicing, LLC, the servicer of the Loans.

LIMITED POWER OF ATTORNEY TO MERIDIAN ASSET SERVICES, INC.

THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

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mortgage or similar instruments releasing the lien of a Mortgage;

3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Seller or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Seller as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to Meridian or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure (“REO Property”);
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property;
7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

*provided, however, that nothing herein shall permit Meridian to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words “without recourse,” and unless the law requires otherwise, all other documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: “This [insert document title] is made without recourse to or against [insert name of entity in whose name the Action is taken] or Bank of America, N.A., and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, N.A.”*

With respect to the Actions, Seller 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 the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Meridian the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Seller or be construed to create a duty of Seller to initiate or defend any suit, litigation, or proceeding in the name of Purchaser or Meridian, (ii) incur or agree to any liability or obligation in the name of or on behalf of Seller, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Seller, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

*[Remainder of page intentionally left blank]*

LIMITED POWER OF ATTORNEY TO MERIDIAN ASSET SERVICES, INC.

THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 25th day of August, 2015.

BANK OF AMERICA, N.A.

By: Gregory W. Blackmer  
Name: Gregory W. Blackmer  
Title: Vice President

Witness: Mary A. Ritchie  
Name: Mary A. Ritchie  
Title: Officer

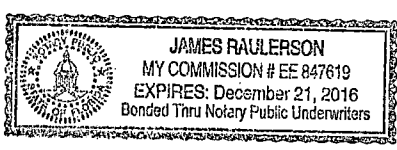
Witness: Michael Tsataros  
Name: Michael Tsataros  
Title: Operations Analysts



STATE OF FLORIDA  
COUNTY OF DUVAL

This instrument was acknowledged before me on August 25, 2015 by Gregory W. Blackmer, Vice President of Bank of America, N.A., a national banking association, on behalf of said national banking association.

James Raulerson  
Notary Public  
My commission expires: 12/21/16



LIMITED POWER OF ATTORNEY TO MERIDIAN ASSET SERVICES, INC.

THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113

**EXHIBIT A**

**GRANTED BY BANK OF AMERICA, N.A. AS SELLER AND CERTAIN OF ITS  
AFFILIATES TO ALTISOURCE RESIDENTIAL, L.P. AS PURCHASER**

Mortgage Loan Purchase and Sale Agreement Dated as of September 30, 2013

Mortgage Loan Purchase and Sale Agreement Dated as of October 21, 2013

Mortgage Loan Purchase and Sale Agreement Dated as of December 24, 2013

Mortgage Loan Purchase and Sale Agreement Dated as of January 31, 2014

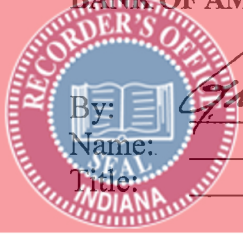
Mortgage Loan Purchase and Sale Agreement Dated as of June 27, 2014

Mortgage Loan Purchase and Sale Agreement Dated as of July 31, 2014

IN WITNESS WHEREOF, the Seller has executed this Exhibit A this 25<sup>th</sup> day of August,  
2015.



BANK OF AMERICA, N.A.



By: Gregory W. Blackmer  
Name: Gregory W. Blackmer  
Title: Vice President

LIMITED POWER OF ATTORNEY TO MERIDIAN ASSET SERVICES, INC.

THIS INSTRUMENT PREPARED BY AMIE ELDRED 7315 S DURANGO DRIVE, LAS VEGAS, NV 89113