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A201600071491

STATE OF INDIANA
LAKE COUNTY 07/07/2016 8:05 AM
FILED FOR RECORD

2016 055543

2016 AUG 16 AM 10:45
KATHERINE SWEENEY BELL
MARTON COUNTY IN RECORDER

FEE: \$ 19.50

MICHAEL B. BROWN
RECORDER

PAGES: 3
By: ER

This document prepared by:
Kendra Cook
Caliber Home Loans, Inc.
13801 Wireless Way Oklahoma City, OK 73134

Record First
(Limited Power of Attorney)

This LIMITED POWER OF ATTORNEY, (this "Limited Power of Attorney"), is granted to Caliber Home Loans, Inc., a Delaware corporation located at 3701 Regent Blvd, Irving, TX 75063 and Caliber Real Estate Services, LLC, a Delaware limited liability company located at 6031 Connection Drive, Irving, Texas 75039 (each individually, a "Grantee" and collectively the, "Grantees"), by DLJ Mortgage Capital, Inc., a corporation organized and existing under the laws of the State of Delaware ("Grantor"). Grantor hereby makes, constitutes, and appoints each Grantee as its true and lawful attorney-in-fact, and grants it the authority and power to take, through its duly authorized officers, such limited activities and actions as set forth herein. This limited power of attorney is given in connection with, and in relation to, that certain Mortgage Loan and HELOC Loan Purchase Agreement among Grantor, as Seller, and LSF9 Mortgage Holdings, LLC, as Purchaser (the "Purchaser"), dated as of April 14, 2016 (the "Agreement"), which contemplates the appointment of a servicer to service certain mortgage loans (the "Mortgage Loans") sold by Grantor to Purchaser.

WITNESSETH:

NOW, THEREFORE, 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 the purposes of performing all acts related to transferring ownership, servicing, and executing any and all documents necessary and incidental to servicing the Loans as contemplated by the Agreement, Grantor names, constitutes and appoints each 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 substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding with respect to the Mortgage Loans; (ii) execute such deeds and other documents as are necessary to sell, transfer, or convey real and personal property securing the Mortgage Loans, including, but not limited to, signing deeds to convey real property acquired through deed-in-lieu of foreclosure or 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) correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by DLJ or a prior transferor; (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



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Grantor and that have been received by such Grantee from Mortgagors or any insurer in respect of insurance proceeds related to any Mortgage Loan; and (ix) 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.

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.

5. Successors and Assigns. This Limited Power of Attorney shall inure to the benefit of, and be binding upon, Grantor and each Grantee and their respective successors and assigns; provided, however, that neither 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 New York, without regard to any conflicts of law rules that might apply the Laws of any other jurisdiction.

**Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!**

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 to act 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.

Each Grantee hereby agrees to indemnify and hold DLJ harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursement or any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by Grantee. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

As among Grantor and Grantees, 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; (2) Caliber Home Loans, Inc.'s resignation or removal as servicer with respect to the Mortgage Loans; or (3) within a period of one (1) year from April 14, 2016. 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.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Limited Power of Attorney this 16 day of June 2016.

Grantor:

DLJ Mortgage Capital, Inc.

[Signature]

Witness: Brian Capra

By: [Signature]

Name: Bruce Kaiserman

Title: Vice President

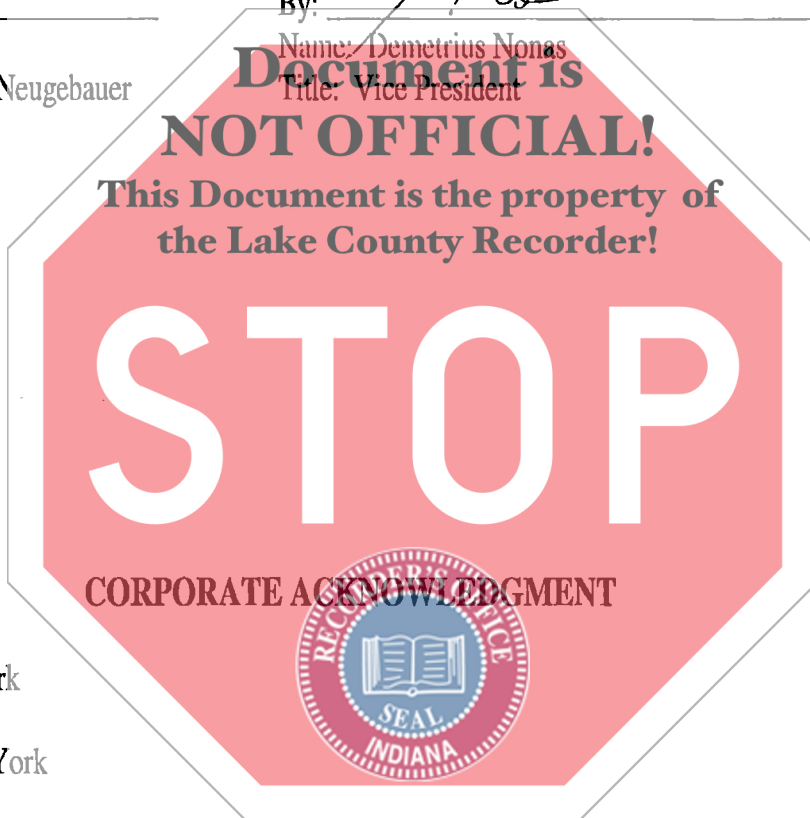
[Signature]

Witness: David Neugebauer

By: [Signature]

Name: Demetrius Nonas

Title: Vice President



State of New York

County of New York

On June 16, 2016, before me, the undersigned Notary Public, personally appeared Bruce Kaiserman, the Vice President of DLJ Mortgage Capital, Inc. and Demetrius Nonas, the Vice President of DLJ Mortgage Capital, Inc., 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.

[Signature]

Notary Public

My commission expires: 7/6/19

DAWN FAKTOR
Notary Public State of New York
No. 01FA6327441
Qualified in New York County
Commission Expires July 6, 2019