

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL D. BROWN
RECORDER

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POWER OF ATTORNEY
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M. E. WILEMAN
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092
* 16073504 *

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Lincoln County North Carolina
Danny R. Hester, Register of Deeds

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LIMITED POWER OF ATTORNEY



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Lancaster County, NE Assessor/Register of Deeds Office POATTY
Pages 7



FILED in PERSON County, NC
on Jul 10, 2015 at 11:23:01 AM
by: AMANDA W. GARRETT
REGISTER OF DEEDS
Book 900 Page 480

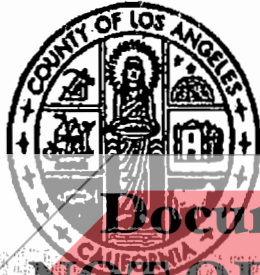
*Amanda W. Garrett
by Judith Shepard
Deputy*

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Oliver EW

Recording Requested and Prepared By:

T.D. Service Company
4000 W. Metropolitan Drive, Fourth Flr.
Orange, CA 92868

Prepared By: Brenda Cortez



Return to: M.E. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd. Ste 100
Southlake, Tx 76092

Customer#: 637/3
Service#: 4025034DTI
(Bank of America - Dtd 3/1/9)

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LIMITED POWER OF ATTORNEY

TITLE OF DOCUMENT

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Assignor:

**BANK OF AMERICA, N.A. ("BANA")
1610 EAST ST ANDREW PL STE B150, SANTA ANA CA 92705**

Assignee:

**CARRINGTON MORTGAGE SERVICES, LLC
1610 EAST ST ANDREW PL STE B150, SANTA ANA CA 92705**



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LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("BANA"),¹ a national banking association, by these presents does hereby make, constitute and appoint Carrington Mortgage Services LLC ("Servicer"), a Delaware limited liability company, BANA'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 BANA's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, the transfer of servicing to Servicer of those certain mortgage loans (such loans, the "Loans") that BANA formerly serviced pursuant to that certain Contract Number C-OPC-23289 effective as of March 1, 2009, as amended and modified, between Government National Mortgage Association and BANA. 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").

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 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 BANA or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to BANA as payments by borrowers in connection with the Loans;
5. Execute individual trial period plans and modification agreements and any related documents upon receipt of such instruction or direction from authorized employees of the Home Retention Division of the residential mortgage servicing operations of BANA or any of its affiliated entities in connection with mortgage modifications, including but not limited to mortgage modifications pursuant to the Home Affordable Modification Program ("HAMP") and Home Affordable Secondary Lien Modification Program ("2MP") established by the U.S. Department of the Treasury and any and all proprietary mortgage modification programs of BANA or the owner(s) of the Loans (including for both first mortgages and home equity accounts), that are in process at the time servicing of the related Loans is transferred from BANA to Servicer;
6. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to Servicer or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");

¹ 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.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, L.P. formerly known as Countrywide Home Loans Servicing L.P.

- 7. 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.
- 8. Bid in the name of BANA in an amount up to and including the judgment amount in connection with judicial foreclosure sales where, at the time servicing of the relevant Loans is transferred from BANA to Servicer, judgment has already been issued by the relevant court and no additional court filings are necessary to obtain judgment;
- 9. 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 except as specifically set forth herein, nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of BANA. 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, 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 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 Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of BANA or be construed to create a duty of BANA to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of BANA, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, BANA except 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 31st day of July, 2014.

BANK OF AMERICA, N.A.

By: [Signature]
Name: Lee Wardlow
Title: Senior Vice President

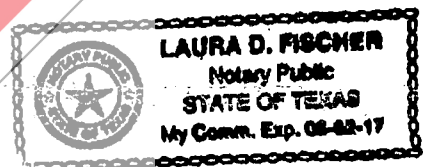
Witness: [Signature]
Name: Scott Yannich
Title: Vice President

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Witness: [Signature]
Name: Frank Leyendecker
Title: Assistant Vice President
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the Lake County Recorder!

STATE OF TEXAS :
COLLIN COUNTY : ss.

On the 31st day of July in the year 2014, before me, the undersigned, personally appeared Lee Wardlow, 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
My commission expires: June 2, 2017





This is a true and certified copy of the record
if it bears the seal, imprinted in purple ink,
of the Registrar-Recorder/County Clerk

JUN 03 2015

Diana C. Logg REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA

