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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL B. BROWN RECORDER

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INSTRUMENT#: 2016210885, BK: 24123 PG: 855 PGS: 855 - 858 05/31/2016 at 03:11:19 PM, DEPUTY CLERK:PWATSON Pat Frank, Clerk of the Circuit Court Hillsborough County

## LIMITED POWER OF ATTORNEY

VI'VI XU 783071

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON, (fka The Bank of New York), having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoint Caliber Home Loans, Inc., to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with CIT Mortgage Loan Trust 2007-1, CIT Home Equity Loan Trust 2003-1 on behalf of the Bank:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance does not adversally after the lieu of the Mortgage or Deed of Trust as insured.
- 2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same. The Lake County Recorder!
- 3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
  - 4. The completion of loan assumption agreements and modification agreements.
- 5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage law secured and evidenced thereby.
- 7. The full assignment of a Mortgage of Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the remaining thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
    - b. the preparation and issuance of statements of breach or non-performance;
    - c. the preparation and filing of notices of default and/or notices of sale;
    - d. the cancellation/rescission of notices of default and/or notices of sale;

- the taking of a deed in lieu of foreclosure; and e.
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
- to 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 including, but not limited to. completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes

The relationship of the Bank and the Attorney is intended by the parties to be that of an independent contractor and

This Power of A date hereof or the earlier of (i) revocation by the Bank, (if) the A air of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution ecorder!

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon (fka The Bank of New York), as Trustee, pursuant to that See Exhibit A attached, and these present to be signed and acknowledged in its name and behalf by Gerard F. Facendola is duly elected and authorized Managing Director this 26th day of April, 2016.

> The Bank of New York Mellon, (fka The Bank of New York) as Trustee for the holders of see Exhibit A attached

> > dece

Name: Gerard F. Facendola Title: Managing Director

By:

Name: Andrew Cooper Vice President Title:

Witness:

Printed Name: Maria Aita

Witness:

Printed Name: George Buono

### **ACKNOWLEDGEMENT**

STATE OF	New York	
COUNTY OF_	New York	

On the 26 day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Gerard F. Facendola and Andrew Cooper personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

# NOT OFFICIAL!

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the Lake Conormy Recorder!

My Commission expirest EXANDER TITUS TONGE
Notary Public, State of New York
No. 01TO6278785
Qualified in Kings County
Commission Expires March 25, 2017



# Exhibit A

Pooling and Servicing Agreement for CIT Mortgage Loan Trust Series 2007-1 among the Master Servicer and the Trustee, dated as of September 1, 2007.

Pooling and Servicing Agreement for CIT Home Equity Loan Trust 2003-1 among the Master Servicer and the Trustee, dated as of March 1, 2003.

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

When Recorded Return to: Attn: LR Department (Cust: 673) T.D. Service Company 4000 W. Metropolitan Drive, Suite 400 Orange, CA 92868

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STATE OF FLORIDA

(COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE DOCUMENT ON FILE IN
MY OFFICE WITNESS MY HAND AND OFFICIAL SEAL
THIS // DAY OF // DIVE 20/6

PAT FRANK
CLERK OF CIRCUIT COURT

DY WILL Cowling D.C.