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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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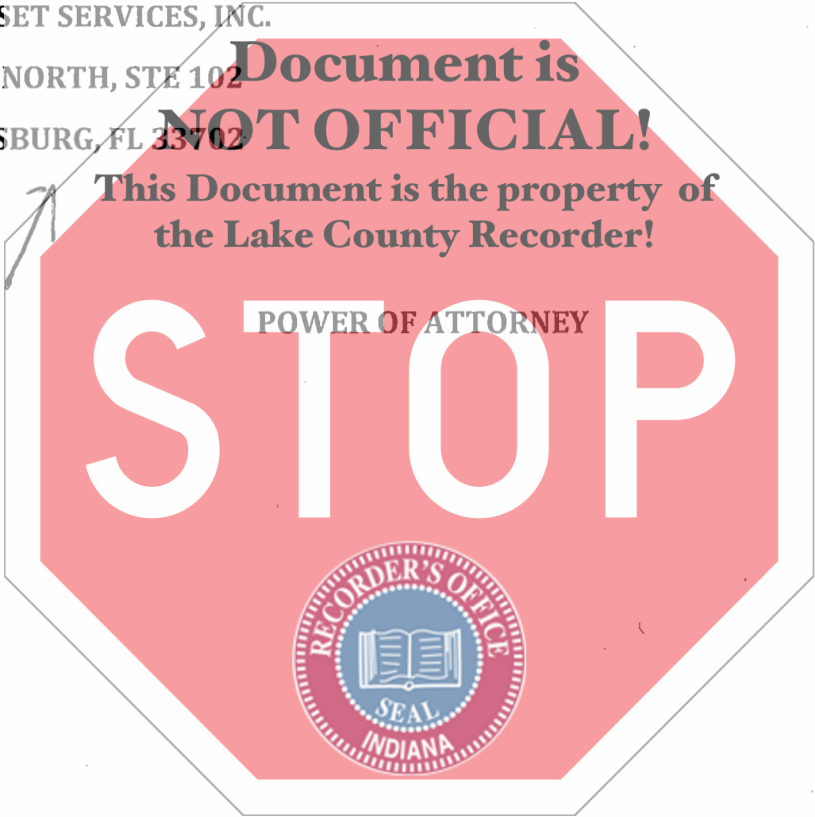
MICHAEL B. BROWN  
RECORDER

**RECORD & RETURN TO:**

MERIDIAN ASSET SERVICES, INC.

780 94<sup>TH</sup> AVE NORTH, STE 102

SAINT PETERSBURG, FL 33702



AMOUNT \$ 19-

CASH \_\_\_\_\_ CHARGE \_\_\_\_\_

CHECK # 22281

OVERAGE 2

COPY \_\_\_\_\_

NON - COM \_\_\_\_\_

CLERK rw

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2335560

Deed Book 56717 Pg 493  
Filed and Recorded Oct-05-2016 08:59am  
2016-0300036  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

Preparer:  
U.S. Bank National Association, Trustee

Preparer Address:  
60 Livingston Ave.  
EP-MN-WS11  
St. Paul, MN 55107

RECORD AND RETURN TO:  
Meridian Asset Services, Inc.  
780 94<sup>th</sup> Ave. N., St 102  
St. Petersburg, FL 33702

Document is

**NOT OFFICIAL!**

LIMITED POWER OF ATTORNEY

**This Document is the property of  
the Lake County Recorder!**

Reference is made to that certain Trust Agreement dated and effective as of May 23, 2013 (as such may be amended or supplemented from time to time), by and among ZFC Trust, as depositor (the "Depositor"), ZAIS Financial Partners, L.P., as program manager, U.S. Bank National Association, a national banking association, not in its individual capacity, but solely as legal title trustee (the "Legal Title Trustee") and U.S. Bank National Association, as participation agent (the "Trust Agreement") pursuant to which the ZFC Legal Title Trust I, a New York common law trust (the "Trust") was formed. Reference is also made to that certain Asset Sale Agreement dated May 26, 2016 (the "Sale Agreement" and together with the Trust Agreement, the "Agreements"), among U.S. Bank National Association, not in its individual capacity but solely as trustee (the "Trustee") of the Sellers named therein (the "Sellers"), ZFC Trust, as representation and warranty provider, and Citigroup Global Capital Markets Realty Corp., as purchaser (the "Purchaser"), pursuant to which the Purchaser acquired certain mortgage loans (the "Loans") and REO properties subject thereto (collectively, the "Mortgage Assets"). The corporate trust office of the Trustee is located at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, Minnesota 55107, Attention: Corporate Trust Services, ZFC Legal Title Trust I. Record title to certain of the Loans is vested in the Trust, as designee of the related Sellers. These Loans are comprised of Mortgages, Deeds of Trust and other forms of security instruments (collectively the "Security Instruments") and the Mortgage Notes secured thereby. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sale Agreement.

U.S. Bank National Association, in its capacity as legal title trustee of ZFC Legal Title Trust I (the "Trust") on behalf of the Depositor (the "Grantor"), hereby constitutes and appoints Meridian Asset Services, Inc., with its principal offices located at 780 94th Ave N, Suite 102, St. Petersburg, Florida 33702 ("Grantee"), and in its name, aforesaid Attorney-in-Fact, by and through any authorized representative of the Grantee, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (iii) below; provided, however, that the documents described below may only be executed and delivered by such Attorneys-in-Fact if such documents are required or permitted under the terms of the Agreements and (a) no power is granted hereunder to take any action that would be adverse to the interests of Grantor, the Trust or the Sellers; (b) all actions taken by Grantee pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable; and (c) no actions taken by

2334138

10281

Grantee pursuant to this Limited Power of Attorney shall be in the name of U.S. Bank National Association in its individual capacity. This Limited Power of Attorney is being issued in connection with the acquisition by the Purchaser of the Mortgage Assets pursuant to the Sale Agreement.

This appointment shall apply to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

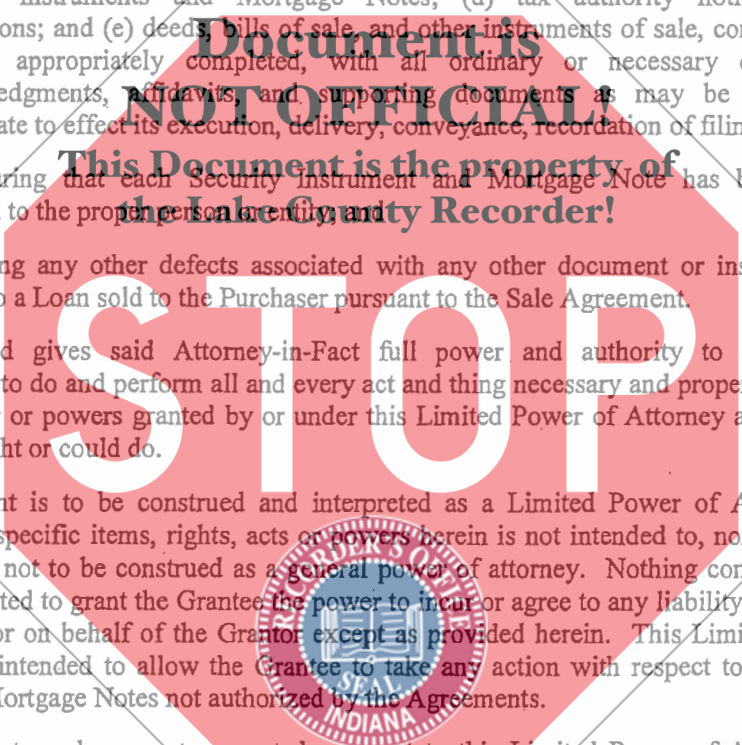
- (i) executing, acknowledging, sealing and delivering (a) endorsements to Security Instruments and Mortgage Notes; (b) assignments of Security Instruments, Mortgage Notes, or other recorded documents; (c) satisfactions, releases, or reconveyances of any Security Instruments and Mortgage Notes; (d) tax authority notifications and declarations; and (e) deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing;
- (ii) ensuring that each Security Instrument and Mortgage Note has been properly endorsed to the proper person or entity; and
- (iii) curing any other defects associated with any other document or instrument with respect to a Loan sold to the Purchaser pursuant to the Sale Agreement.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do.

This appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney. Nothing contained herein shall be construed to grant the Grantee the power to incur or agree to any liability or obligation in the name of or on behalf of the Grantor except as provided herein. This Limited Power of Attorney is not intended to allow the Grantee to take any action with respect to the Security Instruments or Mortgage Notes not authorized by the Agreements.

All Mortgage Note endorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless required by law, 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 [Trust], and without representation or warranty, express or implied, by [Trust]."

By acceptance of this Limited Power of Attorney, the Grantee hereby agrees to indemnify and hold the Sellers, the Trust and Grantor and their respective affiliates, directors, officers, employees and agents (collectively, the "Trust Indemnified Parties") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable attorneys' fees) or disbursements of any kind or nature whatsoever incurred by a Trust Indemnified Party by reason or result of or in connection with any unlawful use or misuse by Grantee or any person not expressly authorized hereby. The foregoing indemnity shall survive the termination or expiration of this Limited Power of Attorney and the Agreements.



This Limited Power of Attorney shall be effective as of the date executed below (the "Effective Date") and shall expire the earlier of its revocation or two (2) years from the Effective Date.

IN WITNESS WHEREOF, Grantor has executed this Limited Power of Attorney this 12<sup>th</sup> day of September, 2016.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Legal Title Trustee of the ZFC Legal Title Trust I



Document is  
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By: *Tamara Schultz-Fugh*  
Name: Tamara Schultz-Fugh  
Title: Vice President

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the Lake County Recorder!

STOP



Deed Book 56717 Pg 496  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

**CORPORATE ACKNOWLEDGMENT**

State of Minnesota

County of Ramsey

On the 12<sup>th</sup> day of September in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Tamara Schultz-Fugh, 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.

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WITNESS my hand and official seal.

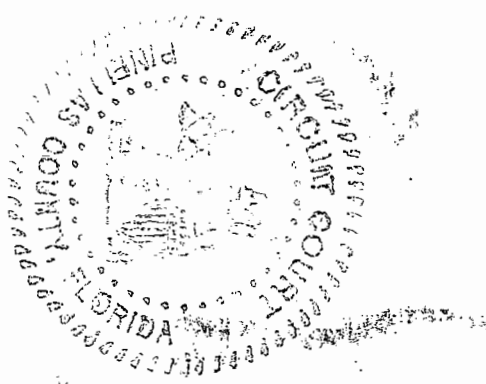
Signature:

Alex E. Fuentes



My commission expires: 1/31/2019

(SEAL)



**STATE OF FLORIDA-PINELLAS COUNTY**

I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.

This 20 day of Sept, 2016

**KEN BURKE**  
Clerk of Circuit Court & Comptroller

By: *Arriana C. ...*  
Deputy Clerk