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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 042853

2017 JUL 13 AM 8:37

MICHAEL B. BROWN  
RECORDER

Prepared by & return to:  
M. E. Wileman  
Orion Financial Group, Inc.  
2860 Exchange Blvd. # 100  
Southlake, TX 76092

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Lake, IN \*16105887 POWER OF ATTORNEY COVER PAGE



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After Recorded Return To: I  
Orion Financial Group, Inc. I  
2860 Exchange Blvd, Suite 100 I  
Southlake, TX 76092 I

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### LIMITED POWER OF ATTORNEY

#### KNOW ALL PERSONS BY THESE PRESENTS:

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THAT, NATIONSCREDIT FINANCIAL SERVICES CORPORATION (“NFSC”),<sup>1</sup> a North Carolina corporation located at 1800 Tapo Canyon Rd, Simi Valley, CA, 93063, by these presents does hereby make, constitute, and appoint Orion Financial Group, Inc. (“Orion”), a Texas corporation located at 2860 Exchange Blvd., Suite 100, Southlake, TX 76092, to be NFSC’s true and lawful attorney-in-fact, and hereby grants Orion authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in NFSC’s name, place, and stead. This limited power of attorney (“Limited Power of Attorney”) is given in connection with, and relates solely to, that certain Mortgage Loan Donation and Interim Servicing Agreement dated February 12, 2016, between Bank of America, N.A. (“Seller”), certain affiliates of Seller, and Community Restoration Corporation (“Purchaser”), under the terms of which Seller donated 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 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 NFSC or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to NFSC as

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<sup>1</sup> This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: NationsCredit Financial Services Corporation; NationsCredit Financial Services Corporation, DBA EquiCredit

<sup>2</sup> Orion is a third-party vendor of Community Restoration Corporation, the purchaser of the Loans.

LIMITED POWER OF ATTORNEY TO ORION FINANCIAL GROUP, INC.

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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 Orion 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 Orion to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of NFSC. 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 NationsCredit Financial Services Corporation, and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or NationsCredit Financial Services Corporation.”*

With respect to the Actions, NFSC 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 Orion the power to (i) initiate or defend any suit, litigation, or proceeding in the name of NFSC, or be construed to create a duty of NFSC to initiate or defend any suit, litigation, or proceeding in the name of Purchaser or Orion, (ii) incur or agree to any liability or obligation in the name of or on behalf of NFSC, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, NFSC, 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]*

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