

13

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 046480

2017 JUL 26 PM 4:18

MICHAEL B. BROWN  
RECORDER

**Document is  
NOT OFFICIAL!**

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

AFTER RECORDING MAIL TO:

ServiceLink - Attn: Post close

1400 Cherrington Parkway

Moon Township PA 15108

ORDER#

R 170059854

**STOP**

Limited Power of Attorney

DOCUMENT TITLE



\$25.00

✓ # 350890

MB

LIMITED POWER OF ATTORNEY

E 2994760 B 6680 P 162-171  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/11/2017 11:36 AM  
FEE \$28.00 Pgs: 10  
DEP RTT REC'D FOR SELECT PORTFOLIO  
SERVICING, INC.

KNOW ALL PERSONS BY THESE PRESENTS:

That, pursuant to the authority granted under that certain limited power of attorney attached as Exhibit A hereto (the "Trustee Limited Power of Attorney") by Deutsche Bank National Trust Company, a national banking association, in its capacity as Trustee for the trusts identified in Exhibit A thereto ("Owner"), Impac Funding Corporation, a California corporation, and having its usual place of business at 19500 Jamboree Road, Irvine, California 92612, ("Master Servicer"), by these presents does hereby make, constitute and appoint Select Portfolio Servicing, Inc., having its usual place of business at 3217 S Decker Lake Drive, Salt Lake City, UT 84119 ("Servicer"), Master Servicer's true and lawful agent and attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in Owner's name, place and stead, with respect to certain mortgage loans (the "Mortgage Loans") held by Owner as Trustee.

As used above, the term "Actions" shall mean the enumerated actions 1 through 10 in the Trustee Limited Power of Attorney, and Servicer shall have the same power and authority that Master Servicer is given under the Trustee Limited Power of Attorney with respect to enumerated actions 1 through 10 therein. Servicer shall have no greater authority than the authority granted to Master Servicer under the Trustee Limited Power of Attorney. Servicer and each of its agents is authorized to act pursuant to this Limited Power of Attorney only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions—including without limitation federal and state debt collection laws—applicable to Owner, Master Servicer or Servicer in connection with the Mortgage Loans.

Pursuant to the power granted to it by the Trustee Limited Power of Attorney, Master Servicer, as Owner's attorney-in-fact, further grants Servicer 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 Master Servicer itself might or could do under the Trustee Limited Power of Attorney, and hereby does ratify and confirm all that Servicer shall lawfully do or cause to be done by authority hereof.

As Owner's attorney-in-fact, Master Servicer represents to those dealing with Servicer that they may rely upon the Limited Power of Attorney until they receive actual notice of termination or revocation thereof or unless an instrument of revocation has been recorded. Any and all third parties dealing with Servicer as Master Servicer's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Servicer. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Servicer that any subject mortgage loan or real estate owned by Owner, as Trustee, or by Servicer for Owner as a result of the termination of the related Mortgage Loans, is subject to the authority and power conferred to the Servicer pursuant to this Limited Power of Attorney (including, for the avoidance of doubt, the Trustee Limited Power of Attorney).

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 Master Servicer or Owner or be construed to create a duty of Master Servicer or Owner 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 or on behalf of Master Servicer or Owner, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Master Servicer or Owner, except, in each case, as provided herein.

IN WITNESS WHEREOF, Impac Funding Corporation has executed this Limited Power of Attorney  
this 6 day of Jan, 2017 da

IMPAC FUNDING CORPORATION

By: \_\_\_\_\_

Name: Steve Yamamoto

Title: Vice President, Authorized Signer

Witness: \_\_\_\_\_

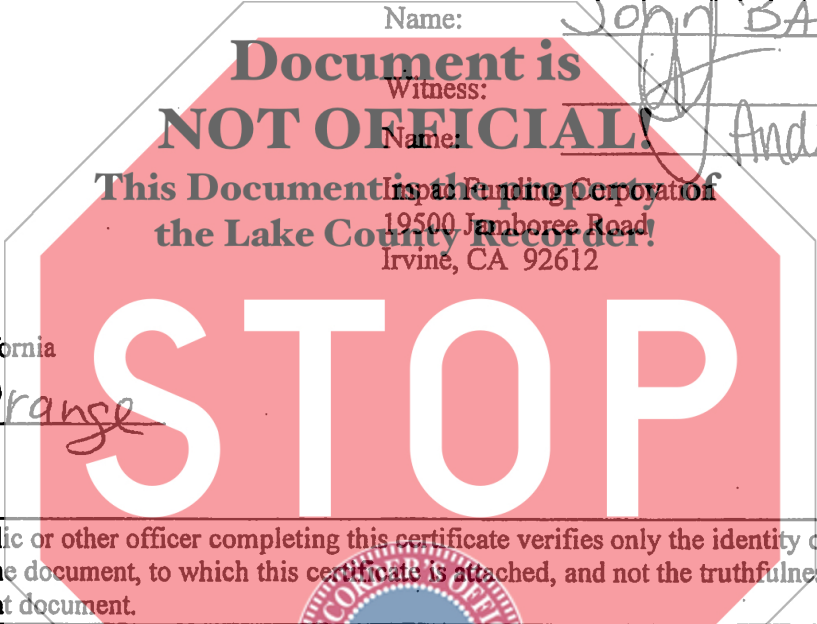
Name: John BAKAS

Witness: \_\_\_\_\_

Name: Andrea Susine

Document is  
NOT OFFICIAL!

This Document is the property of  
Impac Funding Corporation  
19500 Jamboree Road  
Irvine, CA 92612  
the Lake County Recorder!



State of California

County of Orange

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

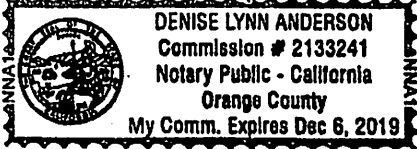


on Jan 6 2017 before me, Denise Lynn Anderson Notary Public personally appeared Steve Yamamoto, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Denise Lynn Anderson (SEAL)  
Denise Lynn Anderson - NOTARY PUBLIC



**Exhibit A**

TRUSTEE LIMITED POWER OF ATTORNEY

*[attached hereto]*



After Recording Return to:  
Impac Funding Corporation  
19500 Jamboree Road  
Irvine, CA 92612

### LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Indenture Trustee (the "Indenture Trustee") pursuant to Agreements listed on Exhibit A attached hereto (the "Agreements"), hereby constitutes and appoints the Master Servicer, Impac Funding Corporation, place of business is 19500 Jamboree Road, Irvine, CA 92612 by and through the Master Servicer's officers, the Indenture Trustee's true and lawful Attorney-in-Fact, in the Indenture Trustee's name, place and stead and for the Indenture Trustee's benefit, in connection with all mortgage loans serviced by the Master Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Indenture Trustee, as are necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (each, a "Mortgage" or "Deed of Trust," respectively) and promissory notes secured thereby (each, a "Mortgage Note") or property encumbered thereby or acquired through a foreclosure or deed-in lieu of foreclosure thereon (such real estate owned, "REO Property") for which the undersigned is acting as Indenture Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement, transfer or assignment of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Impac Funding Corporation is acting as the Master Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of the Mortgage or Deed of Trust, where said modification or re-recording is solely 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; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of the Mortgage or Deed of Trust (i) to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain or (ii) for the purposes of refinancing a mortgage loan subject to the terms of the Agreement and applicable law; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as REO Property, or conveyance of title to REO Property.
4. The completion of loan assumption agreements.



5. The full satisfaction/release of the 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 the Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of the Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. The partial satisfaction, discharge or release, and all other comparable instruments, with respect to the Mortgage or Deed of Trust and the property encumbered thereby.
9. The full enforcement of and preservation of the Indenture Trustee's interests in the Mortgage Note, Mortgage or Deed of Trust, and in the proceeds thereof, by way of, including but not limited to, foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under the 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;
  - e. the taking of deed in lieu of foreclosure;
  - f. the filing, prosecution and defense of claims, and to appear on behalf of the Trustee, in any bankruptcy case affecting the Mortgage Note, Mortgage or Deed of Trust;
  - g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;
  - h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Indenture Trustee in quiet title actions; and
  - i. 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.h. above.

10. The sale of REO Property, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and
  - e. any and all documents necessary to effect the transfer of property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

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, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of January 4, 2017.

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.

Solely to the extent that the Master Servicer has the power to delegate its rights or obligations under the Agreement, the Master Servicer also has the power to delegate the authority given to it by Deutsche Bank National Trust Company, as Indenture Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional powers of attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Master Servicer's attorneys-in-fact shall have no greater authority than that held by the Master Servicer.

Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Indenture Trustee under the Agreement, (ii) limit in any manner the rights and protections afforded the Indenture Trustee under the Agreement, or (iii) be construed to grant the Master Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Master Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Master Servicer shall promptly forward a copy of same to the Indenture Trustee.

This limited power of attorney is not intended to extend the powers granted to the Master Servicer under the Agreement or to allow the Master Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

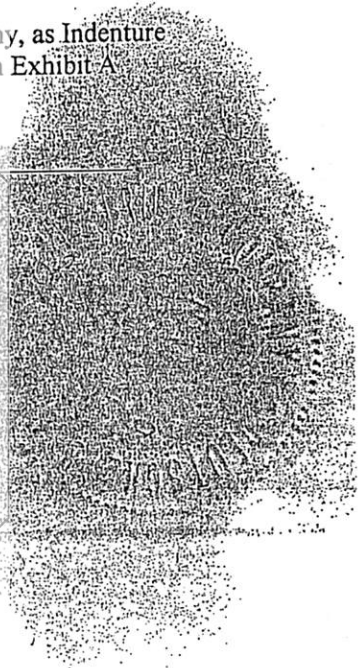
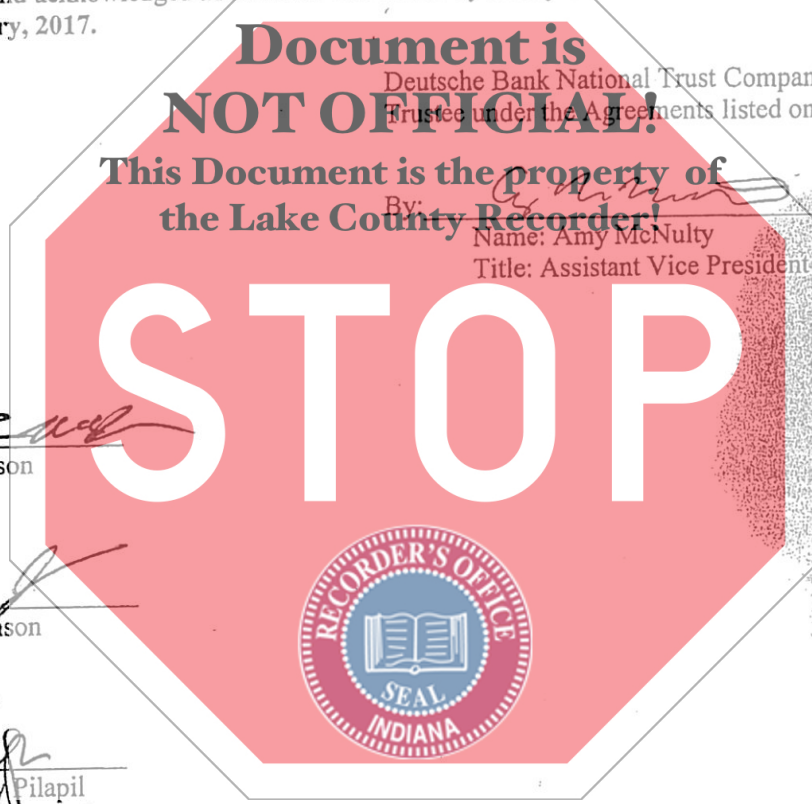
The Master Servicer hereby agrees to indemnify and hold the Indenture Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with any misuse by the Master Servicer, or its attorneys-in-fact, of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Indenture

Trustee under the Agreement.

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.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Indenture Trustee for the affixed Agreements listed on the Exhibit A, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 4<sup>th</sup> day of January, 2017.



Witness:

[Signature]  
Kyle McPherson

Witness:

[Signature]  
Timothy Johnson

Prepared by:

[Signature]  
Name: Jenny Pilapil  
Title: Trust Administrator  
Address: Deutsche Bank National Trust Company  
1761 E. Saint Andrew Place  
Santa Ana, CA 92705



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA  
COUNTY OF ORANGE

On January 4, 2017 before me, Luz A. Meda, a Notary Public, personally appeared Amy McNulty who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
(SEAL)



Signature of Notary Public



**Exhibit A**

Pooling and Servicing Agreement dated as of February 1, 2003 among Impac Secured Assets Corp., as Company, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2003-1

Pooling and Servicing Agreement dated September 1, 2000, among Impac Secured Assets Corp., as Company, Impac Funding Corporation, as Master Servicer, Deutsche Bank National Trust Company, as successor Trustee to Bankers Trust Company of California, N.A. as Trustee, related to the Mortgage Pass-Through Certificates Series 2000-3

Pooling and Servicing Agreement dated December 1, 2001, among Impac Secured Assets Corp., as Company, Impac Funding Corporation, as Master Servicer, Deutsche Bank National Trust Company, as successor Trustee Bankers Trust Company of California, N.A. as Trustee, related to the Impac Secured Assets Corp. 2001-8, Mortgage Pass-Through Certificates Series 2001-8

Pooling and Servicing Agreement dated as of June 1, 2003 among Impac Secured Assets Corp., as Company, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2003-2

Pooling and Servicing Agreement dated as of March 1, 2006 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2006-1

Pooling and Servicing Agreement dated as of September 1, 2006 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2006-3

Pooling and Servicing Agreement dated August 1, 2004, among Impac Secured Assets Corp., as Company, Impac Funding Corporation, as Master Servicer, Wells Fargo Bank, N. A., as Securities Administrator and Custodian, and Deutsche Bank National Trust Company as Trustee and Custodian, related to the Mortgage Pass-Through Certificates Series 2004-3

Pooling and Servicing Agreement dated as of November 1, 2006 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2006-4

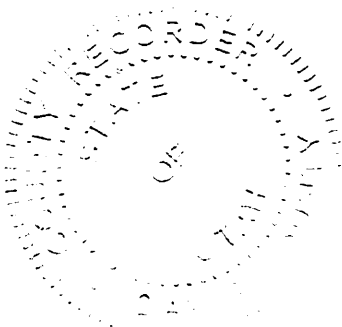
Pooling and Servicing Agreement dated as of December 1, 2006 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2006-5

Pooling and Servicing Agreement dated as of February 1, 2007 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2007-1

Pooling and Servicing Agreement dated as of March 1, 2007 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2007-2

Pooling and Servicing Agreement dated as of April 1, 2007 among Impac Secured Assets Corp., as Depositor, Impac Funding Corporation, as Master Servicer, and Deutsche Bank National Trust Company, as Trustee, related to the Mortgage Pass-Through Certificates, Series 2007-3





STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

I, THE UNDERSIGNED, RECORDER OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDER.

WITNESS MY HAND AND SEAL OF SAID OFFICE

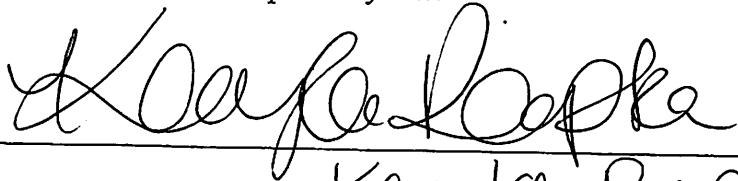
THIS 16 DAY OF April, 2017

RICHARD T. MAUGHAN, RECORDER

Maughan DEPUTY  
10 pages



"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."



Printed Name of Agent: \_\_\_\_\_

Kayla Rapko

**Document is  
NOT OFFICIAL!**

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

**\*\* Remember that this statement has to be placed at the end of every document. \*\***

**STOP**

