

1
Recorded: 9/24/2014 at 2:07:43.0 PM
Fee Amount: \$57.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 2395

POWER OF ATTORNEY
Recorder's Cover Sheet

Prepared By:

Lee Wardlow
Bank of America, N.A.
7205 Corporate Drive
Plano, TX 75024
(972) 378 -3024
Return to:

Brian G. Sayer
Klatt, Odekirk, Augustine, Sayer, Treinen & Rastede, P.C.
925 E. 4th Street
Waterloo, IA 50703
(319) 234-2530

Grantor:

Bank of America, N.A.

Grantee:

Carrington Mortgage Services, LLC

Legal Description:

Lot 2 of Tower Heights Addition to Manchester, Iowa, according to plat recorded in Book 2
Plats, Page 100

Instr. Number: E13-01208
Recorded: 11/5/2013 at 8:18:00.0 AM
Fee Amount: \$52.00
Revenue Tax:
Cynthia S Gray - Recorder
Muscatine County, Iowa

Limited Power of Attorney

Recorder's Cover Sheet

Preparer Information: Bank of America, N.A.

Return Document To: Petosa, Petosa & Boecker, LLP
1350 NW 138th Street
Clive, IA 50325
515/222-9400

GRANTOR: Bank of America, N.A.

GRANTEE: Carrington Mortgage Services, LLC

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AGREEMENT REGARDING LIMITED POWER OF ATTORNEY GRANTED BY BANK OF AMERICA, N.A. TO CARRINGTON MORTGAGE SERVICES, LLC AS SUBSERVICER OF CERTAIN MORTGAGE LOANS

WHEREAS, Bank of America, N.A., a national banking association ("Owner"),¹ and Carrington Mortgage Services, LLC, a Delaware limited liability company ("Subservicer"), are parties to a certain Flow Subservicing Agreement dated as of February 15, 2013 (the "Servicing Agreement"), pursuant to which Subservicer has the duty to provide servicing, administration, and management and disposition services with respect to certain mortgage loans ("Mortgage Loans") owned by Owner and the property securing the Mortgage Loans (the "Servicing Arrangement");

WHEREAS, Subservicer's commitments and obligations under the Servicing Agreement include servicing and administering the Mortgage Loans, protecting and advancing Owner's interests in Mortgage Loans and the property securing those Mortgage Loans ("Interests"), and discharging Owner's obligations to the borrowers under the Mortgage Loans (collectively, the "Duties");

WHEREAS, in performing the Duties, Subservicer may reasonably determine that certain legal actions must under the law or ought under the circumstances (in order to avoid risks affecting Owner's Interests) be taken in the name of Owner ("Actions"), including without limitation the execution, indorsement, acknowledgement, sealing, delivering or filing of documents, instruments, instructions or other writings (collectively, "Documents");

WHEREAS, the delivery of Documents to Owner for execution and return presents material risks to Owner's Interests, including both economic and legal risks arising from delay and the potential loss of Documents;

WHEREAS, certain third parties, including without limitation insurers, courts, county clerks, registrars of deeds, or other public officers or private persons, may require demonstration or proof of Subservicer's authority or power to take Actions in the name of Owner as a condition to crediting or giving effect to such Actions;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Servicing Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby grants the limited power of attorney attached as Exhibit A hereto ("Limited Power of Attorney"), and Owner and Subservicer stipulate as follows:

1. This Agreement Regarding Limited Power Of Attorney Granted By Bank Of America, N.A. To Carrington Mortgage Services, LLC As Subservicer Of Certain Mortgage Loans (this "Agreement") supplements, forms a part of, and is subject to, the Servicing Agreement. All provisions contained in the Servicing Agreement govern this Agreement except as expressly modified below and shall supersede all or any prior written or oral agreement in relation to the Limited Power of Attorney.
2. The Limited Power of Attorney is given solely to demonstrate to third parties Subservicer's right to take Actions in the name of Owner. Subject only to the proviso contained herein, nothing herein or in the Limited Power of Attorney amends or modifies the Servicing Agreement or the respective rights, duties or obligations, or covenants, representations or warranties, of or given by

¹Bank of America, N.A. is successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP, Merrill Lynch USA and FleetBoston Financial Corporation. The attached Limited Power of Attorney is intended to cover Actions, as such term is defined therein, taken in the name of Bank of America, N.A. as successor by merger to any of BAC Home Loans Servicing LP, Countrywide Home Loans Servicing LP, Merrill Lynch USA or FleetBoston Financial Corporation.

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Owner or Subservicer in or under the Servicing Agreement, and nothing herein or therein shall constitute a waiver of any rights (including any indemnity) or remedies contained in or arising under the Servicing Agreement, statute or common law, law merchant or by reason of normal business practice—provided that, for purposes of those rights and remedies, any misuse by Subservicer of the Limited Power of Attorney shall constitute failure by Subservicer to perform the Duties in compliance with the terms of the Servicing Agreement and is otherwise an event of default under the Servicing Agreement.

3. Subservicer hereby acknowledges that any Action taken shall be attributed to Subservicer for purposes of Owner's rights and remedies under the Servicing Agreement.
4. Subservicer hereby acknowledges, and the undersigned officer hereby certifies, that the power granted under the Limited Power of Attorney is limited solely to performing those Actions and executing, indorsing, acknowledging, sealing, delivering or filing those Documents reasonably required or appropriate to fulfill the Duties, and the taking by Subservicer of any other actions in the name of Owner is not authorized under the Servicing Agreement or by virtue of the Limited Power of Attorney.
5. Subservicer shall not record this Agreement, but shall be permitted to file an appropriately completed form of the Limited Power of Attorney.
6. This Agreement is entered into under and shall be governed by the laws of the State of California without regard to conflicts of law principles of such state.
7. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed original, but all of which shall constitute one and the same instrument.

[Signature Pages Follow]

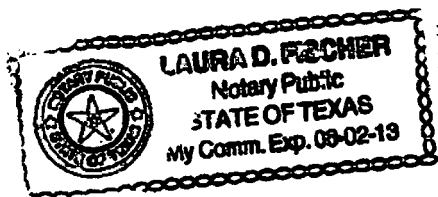
IN WITNESS WHEREOF, Bank of America, N.A. and Carrington Mortgage Services, LLC have caused this Agreement to be executed by their duly authorized officers as of April 12, 2013.

BANK OF AMERICA, N.A.

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

STATE OF TEXAS :
: ss.
COLLIN COUNTY :

On the 12th day of April in the year 2013, 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: 6/2/2013

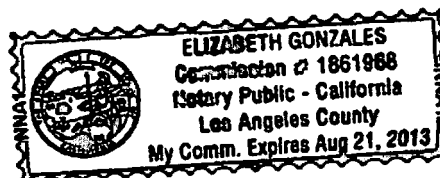
CARRINGTON MORTGAGE SERVICES, LLC

By: [Signature]
Name: Tom Croft
Title: SVP of Default

STATE OF California:
Orange COUNTY : ss.
:

On the 17th day of May in the year 2013, before me, the undersigned, personally appeared [Signature], 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: 06/21/13



AGREEMENT REGARDING LIMITED POWER OF ATTORNEY GRANTED
BY BANK OF AMERICA, N.A. TO CARRINGTON MORTGAGE SERVICES, LLC AS
SUBSERVICER OF CERTAIN MORTGAGE LOANS

Please See Attachment

[Faint, illegible handwritten text]

[Handwritten signature]

RECEIVED
JAN 11 1968
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

[Faint, illegible handwritten text]

ELIZABETH GONZALES
Commission # 1881288
Notary Public - California
Los Angeles County
My Comm. Expires Aug 21, 2013



[Faint, illegible handwritten text]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

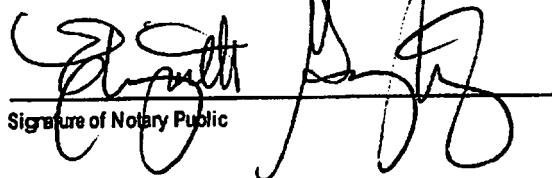
State of California

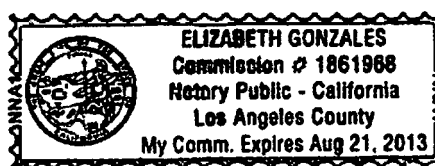
County of Orange

On May 17, 2013, before me, Elizabeth Gonzales, Notary Public, personally appeared, Tom Croft, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.


Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement Regarding Limited Power of Attorney
Granted by Bank of America, N.A. to Carrington
Mortgage Services, LLC as SubServicer of Certain
Mortgage Loans

(Title or description of attached document)

Number of Pages 7 Document Date April 12, 2013

Exhibit A Limited Power of Attorney (Attached)
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☒ Corporate Officer
(Title) SVP of DEFAULT

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document
- signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which
- must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her
- commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of
- notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is /are) or circling the correct forms. Failure to correctly indicate this
- information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
- Impression must not cover text or lines. If seal impression smudges, re-seal if a
- sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of
- the county clerk.
- Additional information is not required but could help to ensure this
- acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a
- corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit A
LIMITED POWER OF ATTORNEY
[attached hereto]

**AGREEMENT REGARDING LIMITED POWER OF ATTORNEY GRANTED
BY BANK OF AMERICA, N.A. TO CARRINGTON MORTGAGE SERVICES, LLC AS
SUBSERVICER OF CERTAIN MORTGAGE LOANS**

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A., a national banking association ("Owner"), by these presents does hereby make, constitute and appoint Carrington Mortgage Services, LLC, a Delaware limited liability company ("Subservicer"), BANA'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. This limited power of attorney ("Limited Power of Attorney") is given in connection with and pursuant to a certain Flow Subservicing Agreement dated as of February 15, 2013 (the "Agreement"), by and between Owner and Subservicer, pursuant to which Subservicer has the duty to provide servicing, administration, and management and disposition services with respect to certain mortgage loans ("Mortgage Loans") owned by Owner (the "Servicing Arrangement"). Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property ("Property") evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Security Instrument"). The assignment of a Security Instrument, as used herein, shall also include the assignment of the beneficial interest under a deed of trust.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case with respect to one or another of the Mortgage Loans or the Property and 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 or Subservicer in connection with mortgage loans serviced by Subservicer or on behalf of Owner as owner:

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by Owner in respect of the Mortgage Loans and Property, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee under a deed of trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale (or any other statement or notice that is now or hereafter becomes necessary or appropriate to protect or enforce Owner's interest in the Mortgage Loans and Property), filing proofs of claim, motions for relief from the automatic stay or other writings in a bankruptcy proceeding, taking deeds in lieu of foreclosure, negotiating and entering into "cash for keys" agreements, evicting and foreclosing on the Properties.
2. Subordinate the lien of a mortgage or deed of trust (i) for the purpose of refinancing Mortgage Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
3. Execute and/or file such documents and take such action as is proper and necessary to defend Owner in litigation and to resolve any litigation where Subservicer has an obligation to defend Owner.
4. Transact business of any kind regarding the Mortgage Loans, as Owner's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or

agreement relating thereto.

5. Execute, complete, indorse or file bonds, notes, Security Instruments and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of releases, satisfactions, reconveyances, assignments, loan modification agreements, loan assumption agreements, subordination agreements, property adjustment agreements, and other instruments pertaining to Security Instruments, bills of sale and execution of deeds and associated instruments, if any, conveying or encumbering the Property, in the interest of Owner.
6. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Owner or a prior transferor, including, but not limited to note indorsements.
7. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").
8. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant/warranty/quit claim deeds or other deeds causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
9. Perform all steps necessary to realize on insurance proceeds, including but not limited to insurance proceeds relating to foreclosures, short sales, deeds in lieu of foreclosure, sale of REO Property, and the exercise of any rights of Owner under any insurance agreement.
10. Endorse on behalf of Owner all checks, drafts and/or other negotiable instruments made payable to Owner.

With respect to the Actions, Owner 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 Owner itself 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. Any Action taken pursuant to this Limited Power of Attorney shall be binding on Owner and Owner's successors and assigns.

Owner represents to those dealing with such attorney-in-fact that they may rely upon this 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 Subservicer as Owner's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of Subservicer, and need not make any inquiry about whether Subservicer is acting pursuant to the Servicing Arrangement. Any purchaser, title insurance company, public official or other third party may rely upon a written statement by Subservicer that any subject mortgage loan or real estate owned by Owner or by Subservicer for Owner as a result of the termination of the related Mortgage Loan, is subject to the authority and power conferred to the Subservicer pursuant to the Servicing Arrangement and this Limited Power of Attorney.

Nothing contained herein shall be construed to grant Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Owner or be construed to create a duty of Owner to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability

or obligation in the name or on behalf of Owner, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Owner, except, in each case, as provided herein.

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 12th day of April, 2013.

BANK OF AMERICA, N. A.

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

Witness: [Signature]
 Name: Noel Zeuner
 Title: Senior Vice President

Witness: [Signature]
 Name: Meredith Spurrier
 Title: Vice President

STATE OF TEXAS :
 COLLIN COUNTY : ss.

On the 12th day of April in the year 2013, 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: 6/2/2013

