Instrument No: 2015026948 9/2/2015 2:28 PM BK: 2083 PG: 1910 PAGES: 13
RECORDED IN THE OFFICIAL RECORDS OF Gail Wadsworth, Clerk of the Circuit Court & Comptroller Flagler, FL

THIS INSTRUMENT WAS PREPARED BY: RECORD AND RETURN TO:

Aldridge Pite, LLP
ATTN: Government Conveyance
Fifteen Piedmont Center
3575 Piedmont Road, N.E.
Suite 500
Atlanta, GA 30305

NOTE TO CLERK: Cross reference to that Mortgage recorded at OR Book 1594, Page 1807, Flagler County, Florida Records.

Florida
STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_Duval

## SPECIAL WARRANTY DEED

THIS INDENTURE, made effective on Detween BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing LP, whose address is 9990 Richmond, Suite #400 South Houston, TX 77042 Grantor, and Secretary of Housing and Urban Development, its successors and assigns, having its principal place of business at 4400 Will Rogers Parkway, Suite 300, Oklahoma City, OK 73108 Grantee:

#### **WITNESSETH THAT:**

The said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the Grantee, his successors and assigns, the following described property:

LOT 31, BLOCK 19, PALM COAST, MAP OF PINE GROVE, SECTION 26, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED IN MAP BOOK 9, PAGE 25, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

TO HAVE AND TO HOLD the said property hereinabove described, together with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said Grantee, his successors and assigns, in FEE SIMPLE; and the said Grantor specially warrants the title to the said bargained property above described against the lawful claims of all persons claiming by, through and under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name and on its behalf under seal by its undersigned officials and has caused this instrument to be made effective on the day and year first above written.

Witness my hand and seal this <u>ash</u> day of	August , 2015.
Signed, Sealed and Delivered in Presence of:	V
<b>3</b> ,	BAC Home Loans Servicing, LP F/K/A
	Countrywide Home Loans Servicing LP
1 1	executed by Selene Finance LP, as attorney in
$\wedge$ // $\wedge$	Fact for Selene Finance LP
	Sugar Miller Mr.
	Charle Mandally
Witness #1 Signature	Name:
Irisa Staggers	Title: Assistant Vice President
	( )
Witness #1 Printed Name	
THOMAS COO	
4 My tole	Name: Stephanie McDaniel
Witness #2 Signature	Title: Claims Manager
HILAIDIDE	{CORPORATE SEAL}
Witness #2 Printed Name	(CORPORATE SEAL)
Florida STATE OF	<b>V</b> A
COUNTY OF	10,
	acth 0
The foregoing instrument was acknowledged before me	this <u>all the day of Huffest</u> 2015,
by Elnara McDowell and Stephanie McDaniel	of BAC Home Loans Servicing, LP F/K/A
Countrywide Home Loans Servicing LP executed by Seler	
Finance LP, who is personally known to me or has produ	icedas
identification.	
	Att Hat
(SEAL Alton Horton	mon His
Commission #FF 152104	
Expires: AUG 18, 2018	Notary Public
1 ST FLORIDA NOTARY, LLC	Alton Horton
	Printed Notary Name
My Commission Expires: 8-14-7014	
in, commone and in the control of th	

1230-114B

BK: 2083 PG: 1912

10/20/2014 11:12 AM Instrument # 2014189360 # 1 Book: 7044 Page: 3753

INSTRUMENT#: 2014310465, BK: 22805 PG: 153 PGS: 153 - 155 09/19/2014 at

10:58:02 AM, DEPUTY CLERK: AHOLTZMAN Pat Frank, Clerk of the Circuit Court

Hillsborough County

RECORD AND RETURN TO: Selene Finance LP 8201 Cypress Plaza Drive Jacksonville, FL 32256 Exhibit 'A"

#### LIMITED POWER OF ATTORNEY

### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("BANA"), a national banking association, by these presents does hereby make, constitute and appoint Selene Finance LP ("Servicer"), a Delaware limited partnership, BANA's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in BANA's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, the transfer of servicing to Servicer of those certain mortgage loans (such loans, the "Loans") that BANA formerly serviced pursuant to that certain Contract Number C-OPC-23289 effective as of March 1, 2009, as amended and modified, between Government National Mortgage Association and BANA. 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").

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;
- Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
- Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by BANA or a prior transferor, including, but not limited to note indorsements;
- 4. Indorse all checks, drafts and/or other negotiable instruments made payable to BANA as payments by borrowers in connection with the Loans;
- 5. Execute individual trial period plans and modification agreements and any related documents upon receipt of such instruction or direction from authorized employees of the Home Retention Division of the residential mortgage servicing operations of BANA or any of its affiliated entities in connection with mortgage modifications, including but not limited to mortgage modifications pursuant to the Home Affordable Modification Program ("HAMP") and Home Affordable Second Lien Modification Program ("2MP") established by the U.S. Department of the Treasury and any and all proprietary mortgage modification programs of BANA or the owner(s) of the Loans (including for both first mortgages and home equity accounts), that are in process at the time servicing of the related Loans is transferred from BANA to Servicer;
- Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty
  deeds or other deeds causing the transfer of title to Servicer or a third party, in respect of
  property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");

<sup>&</sup>lt;sup>1</sup> This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP.

Instrument # #2 Book: 7044 Page: 3754

Bk 22805 Pg 154

- 7. 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.
- 8. Bid in the name of BANA in an amount up to and including the judgment amount in connection with judicial foreclosure sales where, at the time servicing of the relevant Loans is transferred from BANA to Servicer, judgment has already been issued by the relevant court and no additional court filings are necessary to obtain judgment;
- 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 except as specifically set forth herein, nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of BANA. 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 Bank of America, N.A., and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, N.A."

With respect to the Actions, BANA 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 Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of BANA or be construed to create a duty of BANA 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 of or on behalf of BANA or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, BANA except as provided herein.

[Remainder of page intentionally left blank]

BK: 2083 PG: 1914

Instrument # 2014189360 #3 Book: 7044 Page: 3755 Diane M. Matousek, Volusia County Clerk of Court

Bk 22805 Pg 155

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 31st day of July, 2014.

BANK OF AMERICA, N.A.

By:

Name: Title:

Lee Wardlow

Senior Vice President

Witness:

Name: Title:

Scott Yannich

Vice President

Witness:

Name: Title:

Frank Leyendekker

Assistant Vice President

STATE OF TEXAS

: ss.

**COLLIN COUNTY** 

On the 31<sup>st</sup> day of July in the year 2014, before me, the undersigned, personally appeared <u>Lee Wardlow</u>, 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.

Notary Public

My commission expires: June 2, 2017

LAURA D. FISCHER
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-02-17

LIMITED POWER OF ATTORNEY TO SELENE FINANCE LP

STATE OF FILDRICA COUNTY OF HILLERORGIGH)

THIS IS TO CERTIFY THAT THE FORESOING IS A THILE AND CORRECT EXPY OF THE DOCUMENT ON PILE IN MY OFFICE WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF THE DA

EALIBIT'B"

# ACTION OF THE GENERAL PARTNER OF SELENE FINANCE LP (a Delaware Limited Partnership)

## Effective as of April 29, 2015

Pursuant to the authority granted by the Amended and Restated Limited Partnership Agreement of Selene Finance LP, (the "Partnership") dated September 28, 2007, as amended (the "Agreement"), this resolution is hereby adopted, executed, and agreed to by Selene Ventures GP LLC, a Delaware limited liability company, as the general partner (the "General Partner") of the Partnership. The General Partner hereby consents to, approves and adopts the following actions and resolutions and directs that this written consent (this "Consent") be maintained in the books and records of the General Partner and the Partnership:

- 1. This Consent shall be deemed effective as of April 29, 2015.
- 2. <u>Executive Officers</u>. Each individual listed on the Schedule below is hereby appointed, or his/her earlier appointment is hereby re-confirmed, to the position opposite such person's name (each, an "<u>Executive Officer</u>") on such schedule.

Name	Title
Larry B. Litton, Jr.	Chief Executive Officer
Karen Bellezza	President
Shane Ross	Chief Operating Officer
Brian Stauffer	<b>Executive Vice President</b>
Charles E. Halko, Jr.	Chief Financial Officer
Shane Leonard	Chief Information Officer

- (a) Each Executive Officer shall have the power and authority to authorize the terms and conditions, and execute and deliver in the name of the Partnership, any instrument, document or agreement relating to any "Executive Officer Action".
- (b) As used herein, an "Executive Officer Action" shall mean authorizing the terms and conditions and executing and delivering any of the following:
  - (i) Instruments, documents or agreements which may be found necessary, proper, or expedient to be executed in conducting the business of the Partnership, including bid letters, letters of intent, servicing agreements, confidentiality and non-disclosure agreements;
  - (ii) Leases for office space occupied by the Partnership and its employees and any contracts or agreements, including settlement agreements, obligating the Partnership to monetary obligations not to exceed \$100,000.00, provided however, such contracts or agreements referred to in the preceding sentence have received the prior approval of the General Partner, if necessary, as such limitations on approval are more clearly

- defined in the Amended and Restated Limited Partnership Agreement of the Partnership.
- (iii) Notwithstanding anything to the contrary in the foregoing Section 2(b)(ii), it is hereby further resolved that Larry B. Litton, Jr. and Karen Bellezza shall have the sole authority to execute contracts or agreements that obligate the Partnership to monetary obligations that exceed \$100,000.00, provided, however, such contracts or agreements referred to in the preceding sentence have received the prior approval of the General Partner, if necessary, as such limitations on approval are more clearly defined in the Amended and Restated Limited Partnership Agreement of the Partnership.
- (c) Each Executive Officer shall also have the power and authority to perform any action hereinafter designated to an Officer of the Partnership.
- 3. <u>Officers</u>. Each individual listed on the Schedule below is hereby appointed, or his/her earlier appointment is hereby re-confirmed, to the position opposite such person's name (each, an "<u>Officer</u>") on such schedule:

Name	Title
Joseph Laigaie	Senior Vice President
Mary McGrath	Senior Vice President
Dan Shimmin	Senior Vice President
Gena K. Thornton	Senior Vice President
Jack D. Webb, Jr.	Senior Vice President
Paul Waligura	Senior Vi <mark>ce</mark> Pr <mark>es</mark> ident
Mark Wilkinson	Senior Vice President
Theresa Mullen	Senior Vice President
Chris McWeeny	Senior Vice President, Risk Management*
Donna Brammer	Vice President
Andrew Farkas	Vice President
Gina Gray	Vice President
Tonya Higginbotham	Vice President
Walt Kieschnick	Vice President
Janet Koenig	Vice President
Ellen Lachicotte	Vice President
Donna Leonard	Vice President
Pam Mandeville	Vice President
Jitesh Patel	Vice President
Megan Purtell	Vice President
William Halladay	Vice President
James Schreffler	Vice President
Keith Wood	Vice President, Information Security Officer*

Wesley Workman Vice President

- (a) Each Officer shall have the power and authority to authorize the terms and conditions, and execute and deliver in the name of the Partnership, any instrument, document or agreement relating to any Officer Action.
- (b) As used herein, an "Officer Action" shall mean authorizing the terms and conditions and executing and delivering any of the following documents <u>in connection</u> with any mortgage loan serviced in the name of the Partnership, on its own behalf or in a <u>fiduciary or agency capacity for an affiliate or third party:</u>
  - (i) Deeds and conveyances of any real or personal property;
  - (ii) Leases of real and personal property (including those in which a security interest in personal property is granted);
  - (iii) Any and all documents and agreements relating to an individual mortgage loan including, but not limited to, matters relating to the application for HUD insurance;
  - (iv) Any endorsement of mortgage notes and/or assignment of security instruments (mortgages, deeds of trust, security deeds, etc.) relating to real estate loans held by the Partnership, either in its own behalf or in a fiduciary or agency capacity;
  - (vi) Full or partial releases, subordinations and satisfactions of security instruments (mortgages, deeds of trust, security deeds, etc.) and modifications thereto relating to residential mortgage loans held by the Partnership, either in its own behalf or in a fiduciary or agency capacity;
  - (vii) Any contract for insurance or the retention of independent contractors, including without limitation, real estate brokers, property appraisers or property managers: and
  - (viii) Any endorsement of checks and other items payable to the Partnership for deposit
- (c) Further, an "Officer Action" hereunder shall also include the authority to authorize the terms and conditions, and execute and deliver contracts and other binding agreements and related documents between the Partnership and its affiliates, vendors, and/or third parties that do not exceed \$25,000.00 per annum. Contracts and agreements that financially obligate the Partnership to fees in excess of \$25,000.00 require the approval of an Executive Officer.

- (d) Notwithstanding the foregoing, Officers whose names and titles are reflected with an asterisk and the title "Vice President, Risk Management\*" and "Vice President, Information Security Officer\*" shall have the power and authority to execute and deliver in the name of the Partnership documents including but not limited to, certifications, statements, affidavits, and attestations, pertaining to examinations, audits, site reviews and inquiries.
- (e) Each Officer shall also have the power and authority to perform any and all actions hereinafter designated to any Junior Officer of the Partnership.
- 4. <u>Junior Officers</u>. Each individual listed on the Schedule below is hereby appointed to the position opposite such person's name (each, a "<u>Junior Officer</u>") on such schedule:

,	Name	Title
	Dawn Berry*	Assistant Vice President, Foreclosure and Bankruptcy*
	Jan Blank*	Assistant Vice President, REO Manager*
	Jason Burr*	Assistant Vice President, Title and Escrow*
	Angela Capling*	Assistant Vice President, Foreclosure and Bankruptcy*
	Lorri Beltz*	Assistant Vice President, Foreclosure and Bankruptcy*
•	Joe Jaret*	Assistant Vice President, REO Manager*
*	Elnara McDowell*	Assistant Vice President, Claims Management*
, .	Irisa Staggers*	Bankruptcy Manager*
X	Stephanie McDaniel*	Claims Manager*
~\`	Anthony Daddona*	Foreclosure Manager*
	Chris Davis*	Foreclosure Manager*
	Leslie Simmons*	Foreclosure Manager*
	Susan Steiner*	Foreclosure Manager*
	Leticia Aguilar	Assistant Vice President
	Kevin Blackwell	Assistant Vice President
	Brandi Cottrell	Assistant Vice President
	Nigel Laddie	Assistant Vice President
	Ray Rodriguez	Assistant Vice President
	Elizabeth Willard*	Assistant Vice President

- (a) Junior Officers shall not have the authority to execute and deliver any instrument, document or agreement in the name of the Partnership, unless authorized pursuant hereto, or pursuant to an individual special resolution.
- (b) Permitted Junior Officer Actions.
- (i) Notwithstanding the foregoing, the Junior Officers whose names and titles are reflected with an asterisk and the title "Assistant Vice President, Foreclosure and Bankruptcy\*", "Foreclosure Manager\*" and "Bankruptcy Manager\*" shall have the power and authority to execute and deliver in the name of the Partnership, on its own behalf or in a fiduciary or agency capacity for an affiliate or third party: any instrument,

document or agreement relating to any "Junior Officer Foreclosure and Bankruptcy Action".

- (a) As used herein, a "Junior Officer Foreclosure and Bankruptcy Action" shall mean executing and delivering any of the following documents in connection with any mortgage loan serviced in the name of the Partnership, on its own behalf or in a fiduciary or agency capacity for an affiliate or third party: documents reasonably found to be necessary, proper or expedient in connection with the (a) default, collection, liquidation or foreclosure of any residential mortgage loan, including but not limited to affidavits of default, foreclosure deeds, (b) the bankruptcy of the mortgagor(s) under any residential mortgage loan, (c) the appointment of any successor or substitute trustee under a deed of trust mortgage, and (d) assignment(s) of Security Instruments and note allonges.
- (ii) Notwithstanding the foregoing, the Junior Officers whose names and titles are reflected with an asterisk and the title "Assistant Vice President, Title and Escrow\*" and "Assistant Vice President, REO Manager\*" shall have the power and authority to execute and deliver in the name of the Partnership, on its own behalf or in a fiduciary or agency capacity for an affiliate or third party: any instrument, document or agreement relating to any "Junior Officer Title and Escrow Action" or "Junior Officer REO Action".
- (a) As used herein, "<u>Title and Escrow Action</u>" and "<u>REO Action</u>" shall mean executing and delivering any of the following documents in connection with any mortgage loan and/or real estate owned asset serviced in the name of the Partnership, on its own behalf or in a fiduciary or agency capacity for an affiliate or third party: (a) instruments, documents and agreements relating to the modification, subordination, full or partial release and satisfaction of security instruments related to residential mortgage loans (i.e. mortgages, deeds of trust, deeds or similar documents, collectively "Security Instruments"), or real estate (i.e. grant, warranty or quitclaim deeds); (b) assignment(s) of Security Instruments, note allonges; (c) conveyances of any real or personal property; (d) leases pertaining to real estate owned assets; and (e) any contract for the retention of real estate brokers, property appraisers or property managers.
- (iii) Notwithstanding the foregoing, the Junior Officers whose names and titles are reflected with an asterisk and the title "Assistance Vice President, Claim Management\*" shall have the power and authority to execute and deliver in the name of the Partnership, on its own behalf or in a fiduciary or agency capacity for an affiliate or third party: warranty deeds, substitute trustee deeds, deeds transferring title into the name of HUD, its secretary, or such other entity as required pursuant to claims management.
- 5. Assistant Secretaries. Each individual listed on the Schedule below is hereby appointed, or his/her earlier appointment is hereby re-confirmed, to the position opposite such person's name (each, an "Assistant Secretary") on such schedule:

Donna Brammer	Assistant Secretary
Joe Jaret	Assistant Secretary
Megan Purtell	Assistant Secretary

Gena Thornton	Assistant Secretary
Andrea Wellons	Assistant Secretary

- (a) Each Assistant Secretary shall have the power and authority to attest any document, instrument or agreement executed by any Executive Officer, Officer or a Junior Officer in connection with any Executive Officer Action, Officer Action or Junior Officer Action which requires an attestation.
- 6. <u>Limited Signing Officers</u>. Each individual listed on the Schedule below is hereby appointed to the position opposite such person's name (each, a "<u>Limited Signer</u>") on such schedule:

Name	Title
Andrea Wellons	Corporate Appearances Manager
Mamie Clark	Contested Default Case Manager
Pete Rhoden	Litigation Manager
Cherie Davis	Litigation Specialist
Faye Flowers	Litigation Specialist
Amy Intorcia	Litigation Specialist
Donna LoMonaco	Litigation Specialist  Litigation Specialist
Mesha Williams	Litigation Specialist
	Litigation Specialist
Shay Winebarger	
Faye Arnold	Asset Manager, Loss Mitigation
Clifford Flash	Asset Manager, Loss Mitigation
Aurelia Henry	Asset Manager, Loss Mitigation
Dennis Matlack	Asset Manager, Loss Mitigation
Charles Myrtetus	Asset Manager, Loss Mitigation
Tasha Nunn	Asset Manager, Loss Mitigation
Robert Pilarski	Asset Manager, Loss Mitigation
James Schreffler	Asset Manager, Loss Mitigation
Bernard Turner	Asset Manager, Loss Mitigation
Kevin Wardlow	Asset Manager, Loss Mitigation
Irisa Staggers	Bankruptcy Manager
Cedric Small	Contested Foreclosure Manager
Lucy Babik	Contested Foreclosure Specialist
Monica Fayne	Contested Foreclosure Specialist
Robert Raulerson	Contested Foreclosure Specialist
Elaine Willison	Contested Foreclosure Specialist
Almira Diaz	Legal Title Specialist
Liz Stewart	Legal Title Specialist
Eileen Cardone	REO Asset Manager
Crystal Cone	REO Asset Manager
James Courtney	REO Asset Manager
Brad Currie	REO Asset Manager
Scott Emery	REO Asset Manager

Roman Flores	REO Asset Manager
Jammahl Francis	REO Asset Manager
Gerald Goad	REO Asset Manager
Staci Goad	REO Asset Manager
Jason Jones	REO Asset Manager
Jaren Morris	REO Asset Manager
Ilsa Ortega	REO Asset Manager
Magaly Robins	REO Asset Manager
Raul Romero	REO Asset Manager
Carolina Rosenbaum	REO Asset Manager
Chris Sayer	REO Asset Manager
Laura Stang	REO Asset Manager
Justin Stevenson	REO Asset Manager
Miguel Vasquez	REO Asset Manager
Lance Snedden	REO Asset Manager

- (a) Each Limited Signer whose title consists of "Manager Legal Department", "Corporate Appearances Manager", "Litigation Specialist", "Legal Title Specialist", "Contested Foreclosure Manager" or "Contested Default Case Manager" shall have the authority to execute such documents which may be found necessary, proper or expedient in defending or resolving litigation, or curing title defects related to mortgage loans in which the Partnership has an obligation to defend such litigation, either on its own behalf or in a fiduciary or agency capacity, including, without limitation, interrogatories, affidavits, and settlement agreements. Notwithstanding the foregoing, the act of executing settlement agreements on behalf of an investor or owner of mortgage loans for whom the Partnership acts in a fiduciary, agent or servicing capacity, must receive the prior written approval and consent of such investor or owner party before such settlement agreement is signed on its behalf.
- (i) Limited Signers whose title consists of "Manager Legal Department", "Corporate Appearances Manager", "Litigation Specialist", "Contested Foreclosure Manager" or "Contested Default Case Manager" may not execute settlement agreements on behalf of the Partnership where the Partnership itself is financially contributing to the settlement. Such settlements shall be signed by an Executive Officer pursuant to the Executive Officer Actions herein.
- (b) Each Limited Signer whose title consists of "Asset Manager, Loss Mitigation" shall have the authority to execute and deliver Loss Mitigation Affidavits on behalf of the Partnership.
- (c) Each Limited Signer whose title consists of "Contested Foreclosure Specialist" shall have the authority to execute and deliver such documents which may be found necessary, proper or expedient in addressing and resolving contested foreclosure matters related to mortgage loans in which the Partnership has an obligation to address, resolve or

BK: 2083 PG: 1922

respond to such contestation, including, without limitation, discovery requests, interrogatories, and affidavits.

- (i) Limited Signers whose title consists of "Contested Foreclosure Specialist" may not execute settlement agreements.
- (d) Each Limited Signer whose title consists of "REO Asset Manager" shall have the authority to execute and deliver listing agreements and real estate purchase contracts, including extensions and addendums thereto, which may be found necessary, proper or expedient in connection with the sale of real estate owned assets ("REO Assets") in which the Partnership has an obligation to sell, either on its own behalf or in a fiduciary or agency capacity, such REO Assets. Notwithstanding the foregoing, the execution of the documents contemplated in this Section 6(d) shall not deviate from (i) the authority granted to the Partnership by the true owner/investor of the REO Asset(s) pursuant to a separate servicing agreement (or equivalent document) and exhibits, side letters, and schedules thereto and (ii) the list price and net offer approved in writing by the true owner/investor of the REO Assets.
- 7. Removal. The General Partner may remove any Executive Officer, Officer, Junior Officer, Assistant Secretary or Limited Signer at any time with or without cause or reason. Each Executive Officer, Officer, Junior Officer, Assistant Secretary or Limited Signer shall be deemed to have resigned as an officer of the Partnership contemporaneously with the separation of such individual's employment with the Partnership, and such resignation shall be effective on the date of such separation of employment without any further action by the Limited Partnership or any other person.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Selene Ventures GP LLC has executed this Action of the General Partner on behalf of such company, solely in such capacity and not with any personal liability, on this 29th day of April, 2015. Any actions taken by the undersigned in her capacity as President of the General Partner prior to the effective date of this Consent is hereby confirmed, approved and ratified.

GENERAL PARTNER:

**SELENE VENTURES GP LLC**, a Delaware limited liability company

Bv:

Name: Karen Bellezza

Title: President Dated: April 29, 2015