

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by:

2017-010779**Klamath County, Oregon****09/22/2017 02:00:00 PM****Fee: \$77.00**

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: 167305AM/2850809

Please print or type information.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) & 205.238:

Name: Carrington Property ServicesAttn: Norma CamarenaAddress: 1600 South Douglass Rd #130ACity, ST Zip: Anaheim, CA 92806**2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Limited Power of Attorney**3. DIRECT PARTY Names and Addresses – Required by ORS 205.234(1)(b)**Name & Address: Bank of America, N.A.Name & Address: 7105 Corporate Drive,Name & Address: Plano, TX 75024

Name & Address: _____

4. INDIRECT PARTY Names and Addresses – Required by ORS 205.234(1)(b)Name & Address: Carrington Mortgage Services, LLCName & Address: 1610 E. St. Andrew Place #B150Name & Address: Samta Ama. CA 92705

Name & Address: _____

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:**Name: No Change

Address: _____

City, ST Zip: _____

6. TRUE AND ACTUAL CONSIDERATION –
Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$ _____

7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)

Tax Acct. No.: _____

Tx

After Recorded Return To: I
Carrington Mortgage Services, LLC I
1610 E. St. Andrew Place Suite B150 I
Santa Ana, CA 92705 I
Attention: I

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A., a national banking association located at 7105 Corporate Drive, Plano, TX 75024 ("Seller"),¹ by these presents does hereby make, constitute and appoint Carrington Mortgage Services, LLC, a Delaware limited liability company, located at 1610 E. St. Andrew Place Suite B150, Santa Ana, CA 92705 ("Servicer"), Seller'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 Seller'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 Servicing Rights Purchase and Sale Agreement dated as of March 13, 2015, between Seller and Servicer, under the terms of which Seller sold to Servicer the servicing rights to certain mortgage loans (such loans, the "Loans"). 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 Seller or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Seller as payments by borrowers in connection with the Loans;

¹ 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.

5. 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");
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 Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Seller. 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, Seller 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 Seller or be construed to create a duty of Seller 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 Seller, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Seller, 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]

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 24th day of March, 2015.

BANK OF AMERICA, N. A.

By:



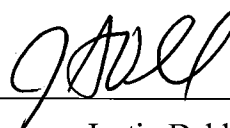
Name:

Lee Wardlow

Title:

Senior Vice President

Witness:



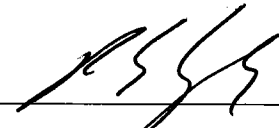
Name:

Justin Dahl

Title:

Senior Vice President

Witness:



Name:

Frank Leyendekker

Title:


Assistant Vice President

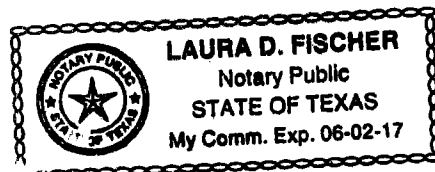
STATE OF TEXAS :

: ss.

COLLIN COUNTY :

This instrument was acknowledged before me on March 24, 2015 by Lee Wardlow, Senior Vice President of Bank of America, N.A., a national banking association, on behalf of said national banking association.


Notary/Public Name: Laura D. Fischer
My commission expires: June 2, 2017



**ACTION BY WRITTEN CONSENT
OF THE
MANAGING MEMBER
OF
CARRINGTON MORTGAGE SERVICES, LLC**

(March 9, 2016)

The undersigned, being the managing member (the "Managing Member") of Carrington Mortgage Services, LLC, a Delaware limited liability company (the "Company"), acting pursuant to Section 18-302 of the Delaware Limited Liability Company Act (the "Act") does hereby adopt the following resolutions of the Managing Member:

WHEREAS, pursuant to that certain Written Consent dated as of March 25, 2008 (the "March 25, 2008 Written Consent"), the Managing Member may amend Schedule A thereto from time to time;

WHEREAS, Schedule A was amended and restated pursuant to a Written Consent dated as of November 3, 2008 (the "November 3, 2008 Written Consent") to add additional individuals as Authorized Persons (as such term is defined in the March 25, 2008 Written Consent) of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of February 10, 2009 (the "February 10, 2009 Written Consent") to add additional individuals as Authorized Persons of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of March 1, 2012 (the "March 1, 2012 Written Consent") to add an additional individual as an Authorized Person of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of April 26, 2012 (the "April 26, 2012 Written Consent") to add additional individuals as Authorized Persons of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of January 25, 2013 (the "January 25, 2013 Written Consent") to add additional individuals as Authorized Persons of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of September 10, 2013 (the "September 10, 2013 Written Consent") to add an additional individual as an Authorized Person of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of December 10, 2013 (the "December 10, 2013 Written Consent") to add an additional individual as an Authorized Person of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of October 7, 2014 (the "October 7, 2014 Written Consent") to add additional individuals as Authorized Persons of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of October 21, 2014 (the "October 21, 2014 Written Consent") to add additional individuals as Authorized Persons of the Company;

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of April 9, 2015 (the "April 9, 2015 Written Consent") to add additional individuals as Authorized Persons of the Company; and

WHEREAS, Schedule A was further amended and restated pursuant to a Written Consent dated as of January 28, 2016 (the "January 28, 2016 Written Consent") to remove certain individuals as Authorized Persons, and to add additional individuals as Authorized Persons of the Company.

NOW, THEREFORE, BE IT RESOLVED, that Schedule A of the January 28, 2016 Written Consent is hereby amended and restated to add additional individuals as Authorized Persons, in substantially the form attached hereto; and

FURTHER RESOLVED, that Schedule A is hereby amended and restated in its entirety, in substantially the form attached hereto, and may be further amended and restated from time to time (it being understood that ordinary course changes in title to the individuals set forth on Schedule A shall be deemed automatically approved without necessitating any amendment or restatement of Schedule A).

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date first above written.

CARRINGTON MORTGAGE HOLDINGS, LLC,
as Managing Member

A handwritten signature in black ink, consisting of a series of loops and a horizontal line, positioned above a solid horizontal line.

By: Darren A. Fulco
Title: Chief Strategy Officer

SCHEDULE A

Authorized Persons

(Amended and Restated as of March 9, 2016)

John Alkire
Carol Butler
Emilia Castillo
Tom Croft
Anthony DeRosa
Jill Fuller
Kirk Gerling
Elizabeth Gonzales
Julio Gonzalez
Rocio Guillen
Monica Hadley
Scott Hazen
Adel Issa
Chris Lechtanski
Ken MacLeod
Maurreene Magdaleno
Glenda Maldonado
Jason Mehr
Chris Miller
Jim Miller
Kerri Nutkowicz
Tonya Osborne
Elizabeth Ostermann
Victor Rivas
Nicholas Rogers
Katie Seefried
Nand Tasukon
Leandra Torres
Dania Trevino
Tony Valencia
Desiree Vega
Paul Vitt
Hwei Waters