2018-003835

Klamath County, Oregon

03/30/2018 09:41:00 AM

Fee: \$52.00

After Recorded Return To:

Carrington Mortgage Services, LLC

I

1600 South Douglass Road, Suite 200-A

I

Anaheim, CA 92806

I

Attention:

I

## LIMITED POWER OF ATTORNEY

## KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("Seller"), a national banking association located at 1800 Tapo Canyon Rd., Simi Valley, CA, 93063, by these presents does hereby make, constitute and appoint Carrington Mortgage Services, LLC ("Servicer"), a Delaware limited liability company located at 1600 South Douglass Road, Anaheim, CA 92806, to be Seller's true and lawful attorney-in-fact and hereby grants Servicer authority and power to take, through its duly authorized officers, such Actions (as defined below) as may be appropriate, 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 June 14, 2017 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 the Loans and in accordance with state, federal and applicable law:

- 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;
- 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

LIMITED POWER OF ATTORNEY TO CARRINGTON MORTGAGE SERVICES, LLC

<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

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 6<sup>th</sup> day of July, 2017.

## BANK OF AMERICA, N.A.

By: Name:

Marvin Tercero

Title:

Assistant Vice President

Witness:

Name:

Debbie Schluenz

Title:

Assistant Vice President

Witness:

Name:

Amy Hamlin

Title:

Assistant Vice President

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

: ss.

**VENTURA COUNTY** 

On July 6, 2017, before me, Alan G. De Leon, Notary Public, personally appeared Marvin Tercero, Assistant Vice President of Bank of America, N.A., a national banking association, on behalf of said national association, 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 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.

Notary Public Name: Alan G. De Leon My commission expires: April 29, 2018 ALAN G. DE LEON
COMM.# 2066204
NOTARY PUBLIC - CALIFORNIA
VENTURA COUNTY
My Comm. Expires Apr. 29, 2018