

Prepared by and return to:

Elizabeth R. Wellborn, P.A.  
350 Jim Moran Blvd. Suite 100  
Deerfield Beach, FL 33442  
954-354-3544 EXT 3216  
Attention Stephanie A. Sweeney  
File Number: 1131-05953 VA  
VA Case Number- 171761489002

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## CORRECTIVE Special Warranty Deed

This Special Warranty Deed made this 23 day of April, 2014 between **Freedom Mortgage Corporation c/o LoanCare, a Division of FNF Servicing, Inc.** whose post office address is 907 Pleasant Valley Avenue Suite 3 Mt. Laurel, NJ 08054 grantor, and **Secretary of Veterans Affairs, an Officer of the United States of America, successors and assigns** whose post office address is 9500 Bay Pines Boulevard, St. Petersburg, Florida 33708 grantee;

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Bay County, Florida, to-wit:

LOT 3, BLOCK A, OF KINGS RANCH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 24 AND 25, OF THE PUBLIC RECORDS OF BAY, COUNTY, FLORIDA

Subject to taxes for 2013 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

**Parcel Identification Number:** 26794-005-000

**Property Address:** 2955 FRANKFORD AVENUE, PANAMA CITY, FLORIDA 32405

THIS DEED IS BEING RECORDED TO CORRECT THAT SPECIAL WARRANTY DEED RECORDED 9-23-13 IN OR BOOK 3550 PAGE 149. SAID DEED LACK WITNESSES AND THE CORPORATE SEAL. THIS DEED IS TO CORRECTIVE THE POA THAT WAS USED FOR THE ABOVE REFERENCED DEED AND THAT CERTAIN DEED RECORDED 12-4-13 IN OR BOOK 3569 PAGE 9. THE NEW POA/CORP. RESOLUTION IS ATTACHED HERETO

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand the day and year first above written.

Freedom Mortgage Corporation  
By:

LoanCare LLC F.K.A., LoanCare, a Division of  
FNF Servicing Inc. As Attorney-in-Fact, under a  
Limited Power of Attorney

By: Tiffany Vuong  
Authorized Signer

Name: TIFFANY VUONG  
Title: Assistant Secretary

Signed and delivered in our presence:

Witness Name: Jennifer J. Swigger

Roselee  
Witness Name: Roselee

State of Virginia  
City of Virginia Beach

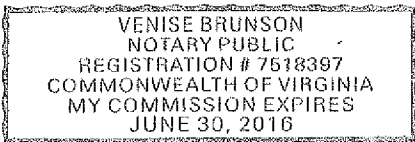
The foregoing instrument was acknowledged before me this 23 day of April, 20   by TIFFANY VUONG, as Assistant Secretary of LoanCare LLC F.K.A. LoanCare, a Division of FNF Servicing Inc., as Attorney-in-Fact under a Limited Power of Attorney for Freedom Mortgage Corporation, on behalf of the said corporation. He/she [] is/are personally known or [ ] has/have produced \_\_\_\_\_ as identification.

Venise Brunson

[Notary Seal]

Notary Public  
**VENISE BRUNSON**

Print Notary's Name



Property Address: 2955 FRANKFORD AVENUE, PANAMA CITY, FLORIDA 32405  
ERW FILE 1131-05953

### Limited Power of Attorney

Whereas, Freedom Mortgage Corporation ("Lender/Servicer") does hereby authorize LoanCare, LLC ("Subservicer") to act on behalf of and sign as attorney in fact for Lender/Servicer for the sole purposes of executing loan documents with respect to any mortgage loan serviced by Subservicer pursuant to the Subservicing Agreement dated February 1, 2010 between Subservicer and Lender/Servicer, and to:

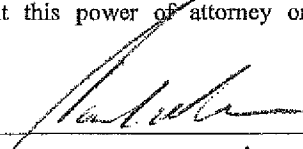
- 1) release the lien of any such mortgage loan in which payoff funds have been received;
- 2) execute any and all documents necessary to foreclose upon the property securing any such mortgage loan, including, but not limited to, (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of Lender/Servicer, (c) Affidavits of Non-Military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds to the United States Department of Housing and Development or the United State Department of Veteran Affairs, (g) Special Warranty Deeds to the United States Department of Housing and Urban Development or the United State Department of Veteran Affairs, (h) Affidavits regarding lost promissory notes, and (i) endorsements of promissory notes to VA or HUD on behalf of Lender/Servicer as a required part of the claims process;
- 3) take any and all actions and execute all documents necessary to protect the interest of Lender/Servicer in any bankruptcy proceeding, including, but not limited to, (a) execute Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) enter a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor or any adjournment thereof, and vote on behalf of Lender/Servicer on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- 4) assign the lien of any such mortgage loan naming MERS as the mortgagee when Lender/Servicer is the current promissory note-holder and the loan was closed and registered on the MERS System;
- 5) take any and all actions and execute all documents necessary to refinance, amend or modify any such loan;
- 6) endorse checks made payable to Lender/Servicer that are received by Subservicer as agent for payment on any such mortgage loan;
- 7) take any actions and execute such documents as may be necessary to fulfill Subservicer's servicing obligations to Lender/Servicer with respect to such mortgage loans.

This limited power of attorney is effective immediately and will continue until it is revoked or terminated. This limited power of attorney may only be used in the execution of the powers herein by (a) those Subservicer officers who have been duly appointed as Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Secretary or Assistant Secretary. Lender/Servicer shall have the right to limit such signing authority or may revoke signing authority from any officer for any reason. Subservicer shall notify Lender/Servicer within three (3) business days of any changes in the titles and/or employment status of any LoanCare officers listed herein. If an officer of Subservicer, such person's or persons' powers under this limited power of attorney shall be automatically revoked. Lender/Servicer hereby ratifies and adopts any action by Subservicer taken prior to the execution of this limited power of attorney that is consistent with the powers granted herein. Lender/Servicer agrees that any third


party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. Lender/Service shall indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

By these hands witnesseth that I, Carla Wise, being the Executive Vice President of Freedom Mortgage Corporation, am a duly authorized corporate officer and am authorized to grant this power of attorney on behalf of Lender/Service on this 4<sup>th</sup> day of March, 2014.

[SEAL]

  
\_\_\_\_\_

3-4-14  
[DATE]

[WITNESS] 

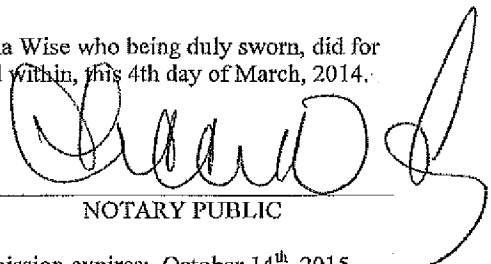
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[DATE]

[WITNESS] 

STATE OF Indiana  
CITY/COUNTY OF Marion, to-wit:

The foregoing instrument was acknowledged before me by Carla Wise who being duly sworn, did for herself say she is the EVP, of Freedom Mortgage, the corporation named within, this 4th day of March, 2014.

Erica D. Tracy  
Notary Public  
Seal

  
\_\_\_\_\_  
NOTARY PUBLIC

State of Indiana  
My Commission Expires Oct. 14, 2015      My commission expires: October 14<sup>th</sup>, 2015

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**ARTICLES OF ENTITY CONVERSION**

**FNF SERVICING, INC.**

The undersigned, on behalf of the corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.2 of the Code of Virginia, states as follows:

- 1. The name of the corporation immediately prior to the filing of these articles of entity conversion is: FNF Servicing, Inc.

The corporation shall convert to a Virginia limited liability company and its name shall be LoanCare, LLC.

- 2. The plan of entity conversion, pursuant to Section 13.1-722.10 of the Code of Virginia, is set forth as follows:
  - A. The full text of the articles of organization of the resulting limited liability company as they will be in effect immediately after consummation of the conversion is attached hereto.
  - B. The terms, conditions and provisions of the plan of entity conversion are attached hereto and made part hereof.
- 3. The plan of entity conversion was adopted by the board of directors and submitted to the shareholders in accordance with the provisions of Chapter 9 of Title 13.1 of the Code of Virginia, and:

- (1) The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the plan of entity conversion were:

Designation	Number of outstanding shares	Number of votes
Common	1,000	1,000

- (2) The total number of votes cast for and against the plan by each voting group entitled to vote separately on the plan was:

Voting group	Total votes FOR	Total votes AGAINST
Common	1,000	0

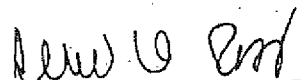
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(3) The number cast for the plan by each voting group was sufficient for approval by that voting group.

4. The effective date and time of the conversion is December 2, 2013 at 9:01 a.m. Eastern time.

Executed in the name of FNF Servicing, Inc. by:



November 18, 2013

Gene D. Ross  
President

SCC ID no.: 0247635-6

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**FNF SERVICING, INC.  
PLAN OF ENTITY CONVERSION**

1. Before conversion:  
Company Name: FNF Servicing, Inc. (the "Converting Entity")  
Type of entity: corporation  
Organized under the laws of: Virginia
2. After conversion:  
Company Name: LoanCare, LLC (the "Converted Entity")  
Type of entity: limited liability company  
Organized under the laws of: Virginia
3. The terms and conditions of the conversion:
  - a. The Converting Entity will convert into the Converted Entity.
  - b. The Converting Entity shall cease to exist as a corporation under the laws of the State of Virginia at the time the Articles of Entity Conversion and the Articles of Organization are filed with the Virginia State Corporation Commission.
  - c. The conversion of the Converting Entity shall not affect any obligations or liabilities of the Converting Entity incurred prior to the conversion.
  - d. The Converting Entity shall not be required to wind up its affairs or pay its liabilities and distribute its assets.
4. The manner and basis of converting the shares of the Converting Entity into the membership interest of the Converted Entity is as follows:  
  
The shares held by the sole shareholder will be converted into a 100% membership interest in the Converted Entity.
5. The Articles of Organization as filed with the Virginia State Corporation Commission shall be the Articles of Organization of the Converted Entity unless and until modified in accordance with the provisions of the Code of Virginia. The Articles of Organization as they will be in effect immediately after consummation of the conversion are attached hereto as a separate attachment to the Plan.

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6. The effect of the conversion is as prescribed by law.
7. The effective date and time of the conversion is December 2, 2013 at 9:01 a.m. Eastern time.
8. The operating agreement as approved by the sole member of the Converted Entity shall be the initial operating agreement of the Converted Entity unless and until modified by the member or members of the Converted Entity.

Date: November 18, 2013

FNF Servicing, Inc.

By: Gene D. Ross  
Gene D. Ross  
President

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LLC-1011  
(10/11)

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

ARTICLES OF ORGANIZATION  
OF A VIRGINIA LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows:

1. The name of the limited liability company is

LoanCare, LLC

(The name must contain the words limited company or limited liability company or the abbreviation L.C., LC., L.L.C. or LLC)

2. A. The name of the limited liability company's initial registered agent is

C T Corporation System

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B. The initial registered agent is (mark appropriate box):

(1)  an INDIVIDUAL who is a resident of Virginia and

- a member or manager of the limited liability company.
- a member or manager of a limited liability company that is a member or manager of the limited liability company.
- an officer or director of a corporation that is a member or manager of the limited liability company.
- a general partner of a general or limited partnership that is a member or manager of the limited liability company.
- a trustee of a trust that is a member or manager of the limited liability company.
- a member of the Virginia State Bar.

OR

(2)  a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. A. The limited liability company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

4701 Cox Road, Suite 285                      Glen Allen                      VA                      23060  
(number/street)    (city or town)    (state)    (zip)

B. The registered office is located in the  county or  city of Henrico

4. The limited liability company's principal office address, including the street and number, is

3637 Sentara Way                                      Virginia Beach                      VA                      23452  
(number/street)    (city or town)    (state)    (zip)

Organizer(s):

Gene D. Ross  
(signature)

November 18, 2013

(date)

Gene D. Ross

(printed name)

(telephone number (optional))

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on those documents is subject to public.

SEE INSTRUCTIONS ON THE REVERSE

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COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, NOVEMBER 18, 2013

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

FNF Servicing, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective December 2, 2013.

When the certificate becomes effective, FNF Servicing, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

LoanCare, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



James C. Dimitri  
Commissioner

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of the certificate of entity conversion of FNF Servicing, Inc. issued November 18, 2013.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
November 20, 2013*

*Joel H. Peck*  
Joel H. Peck, Clerk of the Commission

**UNANIMOUS CONSENT IN LIEU OF  
MEETING OF BOARD OF MANAGERS OF  
LOANCARE, LLC**

The undersigned, being all of the board of managers the ("Board") of LoanCare, LLC, a Virginia limited liability company (the "Company"), do hereby take the following actions and adopt the following resolutions by written consent to be effective as of the date set forth below, and hereby direct the Secretary of the Company to make this instrument a part of the records of the Company:

**Election of Officers/Authority of Officers**

**WHEREAS**, effective December 2, 2013, FNF Servicing, Inc. was converted to a Virginia limited liability company, LoanCare, LLC; and

**WHEREAS**, this change in corporate structure requires the election of new officers of the Company; any previous appointment of officers of FNF Servicing, Inc. is hereby rescinded and revoked.

**NOW, THEREFORE, BE IT RESOLVED**, that the following named individuals are elected to the offices set forth opposite their respective names to serve at the pleasure of the Board until the next annual meeting of the Board or until their successors are duly appointed and qualified:

President	Gene D. Ross
EVP & Chief Operating Officer	Ralph Carrigan
SVP, Human Resources and Administration, Secretary	Jennifer L. Cottle
Chief Accounting Officer	Leslie Richards
SVP, Loan Administration Manager	Kimberly Bigham
SVP, Default Administration Manager	Gregory Lee
SVP, Corporate Counsel	Michael Schulte
SVP, Internal Audit/Quality Control Manager	Linda J. Sams
SVP, Chief Administrative Officer	James Bender
SVP, Client Relations	Vicki Brown
VP, Jacksonville Servicing Operations	Raymond Mueller

VP, Sales and Marketing	Gregory Harney
Asst. Secretary, Foreclosure Manager	<i>Kim</i> Kimberly Miller
Asst. Secretary, Post-Sale Foreclosure Manager	VACANT
AVP, Investor Accounting Reporting Manager	Syed Akhtar
AVP, Investor Accounting Reconciliation Manager	Samuel Vigilance
Asst. Secretary, Loss Mitigation Manager	Peter "Tim" O'Bryant
Asst. Secretary, Collections Manager	VACANT
Asst. Secretary, Loss Mitigation Supervisor	Alice Doss
Asst. Secretary, Loss Mitigation Supervisor	Jose Morin
Asst. Secretary, Loss Mitigation Supervisor	Patrick White
Asst. Secretary, Loan Conversions Manager	Hope "Regina" White
Asst. Secretary, Document Control Manager	Abigail Roe
Asst. Secretary, Seller Finance Manager	Jacqueline Paparelli
Asst. Secretary, Claims Supervisor	Debra DeVoll
Asst. Secretary, Property Preservation Supervisor	VACANT
Asst. Secretary, Late Stage Default Analyst	Latoya Allen-Davis
Asst. Secretary, Bankruptcy Supervisor	Anthony O'Connor
Asst. Secretary, Foreclosure Supervisor	Stephanie McLane
Asst. Secretary, Foreclosure Supervisor	Tiffany Vuong
Asst. Secretary, Special Servicing Supervisor	Tonia Givens
Asst. Secretary, Implementation & Program Development Manager	Manette Berent
Asst. Secretary, Document Control Supervisor	Twila Lee
Asst. Secretary, Document Control Supervisor	Susan Reddecliff

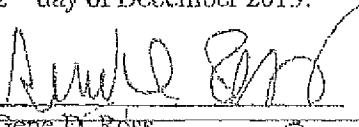
Asst. Secretary, Loss Mitigation Production Team Lead	Marcus Scott
Asst. Secretary, Loss Mitigation Production Team Lead	Joanna Nash
Asst. Secretary, Loss Mitigation Closing Team Lead	Joanne Butler
Asst. Secretary, Foreclosure Team Lead	Tara Williams
Asst. Secretary, Foreclosure Team Lead	Ermina Britt
Asst. Secretary, Foreclosure Team Lead	Venise Brunson
Asst. Secretary, Foreclosure Attorney	Christopher Walker
Asst. Secretary, Default Compliance and Reporting Team Lead	Sonia Lawson
Asst. Secretary, Default Compliance Supervisor	Jennifer Bowden
Asst. Secretary, Special Servicing Team Lead	VACANT
Asst. Secretary, Foreclosure Specialist III	Maria Moll
Asst. Secretary, Foreclosure Specialist III	Allison Bielby
SVP, Servicing Solutions	Leo Esposito
SVP, Deed In Lieu	Stacey Bayley
VP, Operations and Client Relations – Deed in Lieu	Robert Trujillo
VP, Information Technology	Nolan Sword
AVP, Operations and Client Relations – Servicing Solutions	Michael Pearce
AVP, Operations and Client Relations – Servicing Solutions	Bethany Walker
AVP, Operations and Client Relations – Deed in Lieu	Tara Bujanda
AVP, Director of Finance – Servicing Solutions	Wendy Miller

**RESOLVED**, that the persons (Board of Managers and Officers) occupying such title of positions shall have the expenditure and document execution authority, if any, as listed in the columns adjacent to such position as set forth in the chart in the attached Exhibit A; and be it further

RESOLVED, that the non-officers occupying such title of positions shall have the expenditure and document execution authority, if any, as listed in the columns adjacent to such position as set forth in the chart in the attached Exhibit B; and be it further

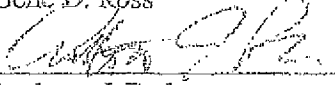
RESOLVED, that the persons occupying such title of positions shall be the only persons with expenditure and document execution authority as is designated in Exhibit A and B.

IN WITNESS WHEREOF, the undersigned have each set their hand effective as of the 2<sup>nd</sup> day of December 2013.



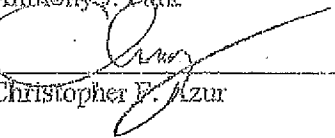
Gene D. Ross

12/14, 2013



Anthony J. Park

12/17, 2013



Christopher F. Azur

                    , 2013

EXHIBIT A  
December 2, 2013

LoanCare, LLC - Board Managers & Officers - Signing Authorization Authority

Job Title	Collateral	Staff Request	Transfers	Disbursements	Market Asset	Approvals/Signatures	Authority	Operational Documents
Board Manager	Yes	NA	NA	NA	NA	Expenditures > \$100,000 need unanimous consent of all Board members	Full contract execution approval	Contract Documents
Board Manager	Yes	NA	NA	NA	NA	Expenditures > \$100,000 need unanimous consent of all Board members	Full contract execution approval	Contract Documents
Board Manager	Yes	NA	NA	NA	NA	Expenditures > \$100,000 need unanimous consent of all Board members	Full contract execution approval	Contract Documents
President	Yes	Yes	Yes	Yes	Up to \$100,000	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
VP & COO, Compliance Officer	Yes	Yes	Yes	Yes	Up to \$50,000	Expenditure approval authority up to \$25,000	Contract execution with approval by Board Manager	
SVP, Human Resources and Administration, Secretary	Yes	Yes	Yes	Yes	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Chief Accounting Officer	Yes	Yes	Yes	Yes	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
SVP, Loan Administration Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
SVP, Default Administration Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
SVP, Corporate Counsel	Yes	Yes	Yes	Yes	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
SVP, Internal Audit / Quality Control Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
SVP, CHM / Administrative Officer	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
VP, Jacksonville, Strategic Operations	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
SVP, Chief, Relations	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
VP, Sales and Marketing	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Foreclosure Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Front-Sale Foreclosure Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Loss Mitigation Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Loss Mitigation Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Loan Collections Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Document Control Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Sales Pipeline Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Claims Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Process Production Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Loan Close Director Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Bankruptcy Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Foreclosure Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Special Servicing Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Implementation & Program Development Manager	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Document Control Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Loan Collection Production Team Lead	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Loan Collection Control Team Lead	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Foreclosure Team Lead	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Foreclosure Analyst	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Default Compliance and Reporting Team Lead	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Default Compliance Supervisor	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Special Servicing Team Lead	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	
Asst. Secy, Foreclosure Specialist, IL	No	None	None	None	None	Expenditure approval authority up to \$50,000	Contract execution with approval by Board Manager	

EXHIBIT A  
December 2, 2013

Division of Life Services Solutions										
Title	Contracting	Check Requests	Loan Servicing / Subservicing	Warrant / Power of Attorney	Deed in Lieu	None	None	None	None	Authorization Level
SVP, Servicing Solutions	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager
SVP, Deed in Lieu	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager
VP, Operations and Client Relations - Deed in Lieu	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager
VP, Information Technology - Servicing Solutions	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager
AMP, Operations and Client Relations - Servicing Solutions	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager
AMP, Operations and Client Relations - Deed in Lieu	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager
AMP, Director of Finance - Servicing Solutions	No	None	None	None	None	None	None	None	None	Contract executed only with approval by Board Manager

**Exhibits:**

- (1) Authorization Level - Loan Servicing / Subservicing - defined as disbursement of funds/advances being performed at the loan level to include attorney fees, inspection fees, insurance fees, etc. Incurred on behalf of Borrower/Client/Investor to protect their interest in the property.
- (2) Authorization Level - Corporate Transactions - defined as expenditures using Company funds, such as technology/equipment purchases, employee welfare, etc.
- (3) Servicing/Subservicing routing check requests or wires greater than \$25,000 need two (2) approval signatures. Non-routine requests, other than tax payments, client remittances, and advances, such as a default litigation matter, requires a signature of SVP or higher.
- (4) Signature authority limited to undertaking only the actions set forth in Limited Power of Attorney document between LoanCare, LLC/Servicing Solutions and Client.
- (5) 2nd approval necessary for a check request/wire greater than \$10,000.
- (6) No new or renewal Contracts, Subservicing or Vendor Agreements, amendments, or SOAs can be executed that commits LoanCare, LLC, or Servicing Solutions Division to indebtedness, P&G advances, term loans or similar financing without Board Managers approval.

**Definitions:**

- Contract - a legally enforceable agreement between two or more parties.
- Default document - a Substitution of Trustee, Affidavit of Incompletion, Summary of Judgment Affidavit are examples of Default documents.
- MERS - Mortgage Electronic Registration Systems. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. During the foreclosure process there is a need to assign a loan from MERS to our Client. During a lien release transaction where MERS is the nominee, we would release the lien in the name of MERS, as nominee for Name of Original Lender on Security Instrument. MERS appoints individual officers via a Corporate Resolution with signing authority.
- Lien Release - a document between a lender and a borrower under which the lender (lien holder) releases the encumbered asset or property. This document is normally prepared when a loan is paid-in-full.
- Modification document - a document that describes the changes made to original terms of a note. A loan modification could be a change to the interest rate, term, principal balance, or a combination of all three elements.
- Loan Servicing / Subservicing Check Request - a request of funds from a custodial account.

Exhibit B  
December 2, 2013

Loan Servicing / Subservicing (1)		Wires and Transfers		Default Invoicing / Maturity		Accounts Payable		Contracts / Documents (6)	
Title	Controlling	Loan Servicing / Subservicing (1)	Wires and Transfers	Default Invoicing / Maturity	Accounts Payable	Contracts / Documents (6)	Accounts Payable	Contracts / Documents (6)	
Customer Service Site Manager	No	None	None	None	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	
Escrow Manager	No	(3)	(3)	None	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	
Research and Special Loans Manager	No	(3)	(3)	None	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	
Overnighting Manager	No	(3)	(3)	None	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	Expenditure approval authority up to \$5,000	Signing authority for execution of all servicing / operational documents	
Client Relations Manager	No	None	None	None	None	None	None	None	
Escrow Supervisor	No	(5)	(5)	None	None	None	None	None	
Investor Accounting Reporting Supervisor	No	(5)	(5)	None	None	None	None	None	
Cash Supervisor	Yes	(5)	(5)	None	None	None	None	None	
Call Center Manager	No	(3)	None	None	Expenditure approval authority up to \$5,000	None	Expenditure approval authority up to \$5,000	None	
Technology Operations Manager	No	None	None	None	Expenditure approval authority up to \$1,000	None	Expenditure approval authority up to \$1,000	None	
Default Analytic Supervisor	No	None	None	Up to \$5,000	None	None	None	None	
Invoice Review Specialist	No	None	None	Up to \$1,000	None	None	None	None	
Investor Accounting Billing Supervisor	No	(5)	(5)	None	None	None	None	None	
Facilities Supervisor	No	None	None	None	Expenditure approval authority up to \$15,000	None	Expenditure approval authority up to \$15,000	None	
General Services Coordinator	No	None	None	None	Expenditure approval authority up to \$5,000	None	Expenditure approval authority up to \$5,000	None	
Seller Finance/Account Servicing Supervisor	No	(3)	(3)	None	None	Limited signing authority for loan release documents	None	Limited signing authority for loan release documents	

**Excludes:**

- (1) Authorization Level - Loan Servicing / Subservicing - defined as disbursement of funds/advance being performed at the loan level to include attorney fees, inspection fees, insurance, taxes, etc. Incurred on behalf of Borrower/Clien/Investor to protect their interest in the property.
- (2) Authorization Level - Corporate Transactions - defined as expenditures using Company funds, such as technology/equipment purchases, employee welfare, etc.
- (3) Servicing/Subservicing routine check requests or wires greater than \$25,000 need two (2) approval signatures. Non-routine requests, other than tax payments, client remittances, and advances, such as a default litigation matter, requires a signature of SVP or higher.
- (4) Signature authority limited to undertaking only the actions set forth in Limited Power of Attorney document between LoanCare, LLC/Servicing Solutions and Citicorp.
- (5) 2nd approval necessary for a check request/wire greater than \$10,000.
- (6) No new or renewal Contracts, Subservicing or Vendor Agreements, amendments, or SOWs can be executed that commits LoanCare, LLC, or Servicing Solutions Division to indebtedness, 181 advances, term loans or similar financings without Board Managers approval. Approvals of Internal documents in the ordinary course of business must conform to Company policies & procedures and processes.

**Definitions:**

- Contract - a legally enforceable agreement between two or more parties.
- Default document - a Substitution of Trustee, Affidavit of Indebtedness, Summary of Judgment Affidavit are examples of Default documents.
- MERS - Mortgage Electronic Registration Systems. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. During the foreclosure process there is a need to assign a loan from MERS to our Client. During a loan release transaction where MERS is the nominee, we would release the loan in the name of MERS, as nominee for (Name of Original Lender on Security Instrument). MERS appoints individual officers via a Corporate Resolution with signing authority.
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