

Prepared by: MARINOSCI LAW GROUP, P. C.

Record & Return to

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Assignment of Mortgage

KNOW ALL MEN BY THESE PRESENTS:

THAT BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP residing or located: 7105 CORPORATE DRIVE, PLANO, TX 75024 herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto CARRINGTON MORTGAGE SERVICES, LLC residing or located at: 1610 E ST ANDREW PL B-150, SANTA ANA, CA 92705 herein designated as the assignee, the mortgage dated 2/29/2008, executed by ABDIEL ECHEVERRIA AND ISABEL SANTAMARIA, HUSBAND AND WIFE recorded 3/6/2008 in BREVARD County, Florida in Official Records Book 5848, Page(s) 6518 encumbering the property more particularly described as follows:

LOT 1, BLOCK 196, PORT MALABAR UNIT SEVEN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGES 125 THROUGH 135, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PROPERTY ADDRESS: 499 CELLINI AVE NE, PALM BAY, FL 32907

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 5th day of August 2015.

Signed in the presence of:

CARRINGTON MORTGAGE SERVICES, LLC
AS SERVICER AND ATTORNEY-IN-FACT
FOR BANK OF AMERICA, N.A. S/B/M/T BAC
HOME LOANS SERVICING, LP FKA
COUNTRYWIDE HOME LOANS SERVICING,
LP

ATTEST:

Tom Crut, SVP of Default
for Carrington Mortgage Services, LLC Attorney in Fact

PRINT NAME: Chris Lechtanski

TITLE: AVP of Default

WITNESS:

Print Name: Raschelle Holmes

WITNESS:

Print Name: Ricardo Gomez

See Attached

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the _____ day of _____ 2015, within my jurisdiction, the within named _____, who acknowledged to me that (s)he is _____, and that for and on behalf of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. S/B/M/T BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. S/B/M/T BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP to do so.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 2015.

NOTARY PUBLIC

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.

CALIFORNIA ALL – PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 08/05/2015, before me, W. Solano, Notary Public, personally appeared, Chris Lechtanski, 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 W. Solano (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AOM
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ 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 /see) 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

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("BANA"),¹ a national banking association, by these presents does hereby make, constitute and appoint Carrington Mortgage Services LLC ("Servicer"), a Delaware limited liability company, 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;
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 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;
6. 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");

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.

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;
9. 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]

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: Lee Wardlow
Title: Senior Vice President

Witness: 
Name: Scott Yarnich
Title: Vice President

Witness: 
Name: Frank Levendekker
Title: Assistant Vice President

STATE OF TEXAS

: ss.

COLLIN COUNTY

On the 31st day of July in the year 2014, 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.


Notary Public

My commission expires: June 2, 2017

