LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

AT THE REQUEST OF

ALLIANCE TITLE - BOISE PRODUCT

DATE AND HOUR

01-12-2017 01:44:33 PM

HENRIANNE K. WESTBERG LATAH COUNTY RECORDER

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Fee:\$19.00 BY (gatha)

THAT, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (<u>sener</u>), by these presents does hereby make, constitute and appoint Selene Finance LP, a Delaware limited partnership ("<u>Servicer</u>"), 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 ("<u>Limited Power of Attorney</u>") is given in connection with, and relates solely to, that certain Mortgage Loan Purchase and Interim Servicing Agreement dated as of December 23, 2014, between Seller, Bank of America California, National Association and GCAT Management Services 2014-12 LLC ("<u>Purchaser</u>"), under the terms of which Seller sold to Purchaser certain mortgage loans (such loans, the "<u>Loans</u>"). ² Each of the Loans comprises a promise by 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 negotiable instruments made payable to Seller as payments on 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 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,

¹ For the avoidance of doubt, this Limited Power of Atterney is intended to cover Actions, as such term is defined herein, taken in the name of: Bank of America, National Association; Bank of America, National Association, successor by merger to BAC Home Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP; Bank of America, National Association, successor by merger to National Bank; Bank of America, National

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Association, fka Bank of America National Trust and Savings Association, successor by merger to Bank of America New Mexico, National Association; Bank of America, National Association, successor by merger to National Bank, N.A.; Bank of America, National Association, successor by merger to Countrywide Bank, N.A.; Bank of America, National Association, successor by merger to Countrywide Bank, N.A. formerly known as Countrywide Bank, FSB; or Bank of America, National Association, successor by merger to Countrywide Bank, N.A. formerly known as Treasury Bank, N.A.

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² Servicer services the Loans for Purchaser.

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LIMITED POWER OF ATTORNEY TO SELENE FINANCE LP

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

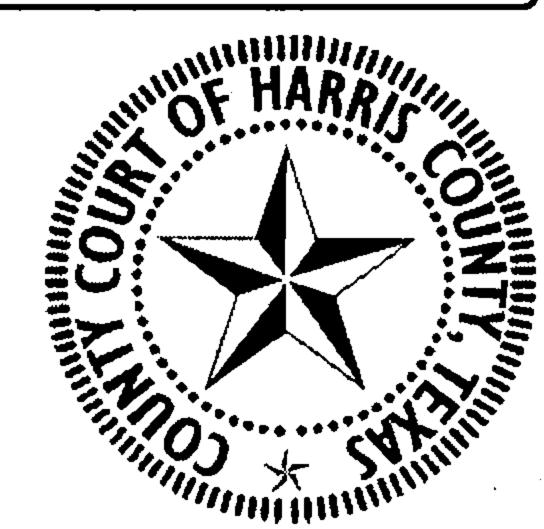
A Certified Copy Attest: 12/16/2016

Stan Stanart, County Clerk

Harris County, Texas

Patricia C. Swearingen Deputy





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 note 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, National Association, and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, National Association."

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 Purchaser or 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]

LIMITED POWER OF ATTORNEY TO SELENE FINANCE LP

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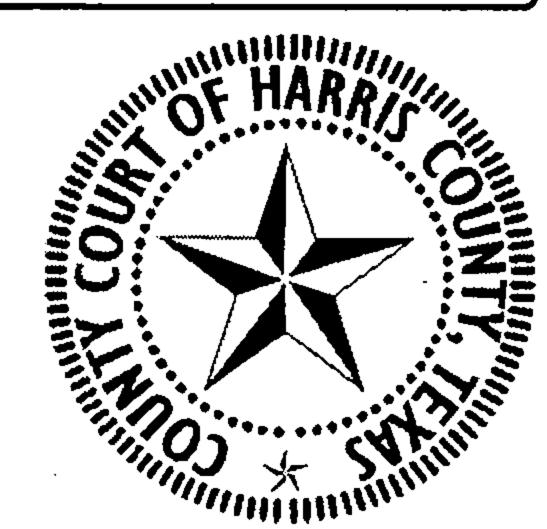
A Certified Copy Attest: 12/16/2016

Stan Stanart, County Clerk

Harris County, Texas

Patricia C. Swearingen Deputy





IN WITNESS WHEREOF, Bank of America, National Association has executed this Limited Power of Attorney this 12th day of January, 2015.

BANK OF AMERICA, NATIONAL ASSOCIATION 10R

By: Name: Title:

Lee Wardlow

Senior Vice President

Witness:
Name:

Justin Dahl

Senior Vice President

Title:

Name: Title:

Witness:

Frank Levendekker

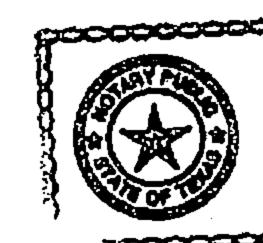
Assistant Vice President

STATE OF TEXAS

COLLIN COUNTY

This instrument was acknowledged before me on <u>January 12, 2015</u> by <u>Lee Wardlow</u>, <u>Senior Vice President</u> of <u>Bank of America</u>, a <u>Delaware</u> corporation, on behalf of said corporation.

Notary Fublic Name: Laura D. Fischer My commission expires: July 2, 2017



Notary Public STATE OF TEXAS My Comm. Exp. 06-02-17

LIMITED POWER OF ATTORNEY TO SELENE FINANCE LP

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A Certified Copy Attest: 12/16/2016

Stan Stanart, County Clerk

Harris County, Texas

Patricia C. Swearingen

Patricia C. Swearingen





20150023993 11:42:53 AM &_e-Recorded in the Official Public Records of HARBAS (COUNTY STAN STANART COUNTY CLERK

RECORDERS MEMORANDUM This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and whenforceable under federal law. THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Fees 24.00

COUNTY CLERK HARRIS COUNTY, TEXAS

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy Attest: 12/16/2016 Stan Stanart, County Clerk Harris County, Texas

