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Doc#: 1226333146 Fee: \$72.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 09/19/2012 02:33 PM Pg: 1 of 5

2282513 (LOF2)

Recording Requested By and When Recorded Mail To:

Proposal by + When recorded return to:

JPMorgan Chase Bank, National Association

LPOA Oversight Team- FL5-7304

7301 Baymeadows Way Jacksonville, FL 32256

Space Above for Recording Information

LIMITED POWER CF ATTORNEY

Bank of America, N.A., ("Investor") a national banking association of graized and existing under the laws of the United States hereby constitutes and appoints JPMorgan Chase Bank, National Association, ("Servicer") as its true and lawful attorney-in-fact, in its name, place and stead, and for its benefit in connection with certain real estate mortgage loans owned by Investor, in connection with such mortgage loans solviced by Servicer solely for the purpose of performing such acts and executing such documents in the name of the Investor, necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured diereby (the "Mortgage Notes") for which the undersigned is acting for various certificate holders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage I ote secured by any such Mortgage or Deed of Trust) and for which Servicer is servicing the Mortgage Notes and Mortgages.

This Appointment shall apply only to the following:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; <u>provided</u> that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the related servicing agreements.
- 2. The execution, on behalf of the Investor, of a loan modification agreement entered into between the Mortgagor and the Investor as provided in the related servicing agreement.
- 3. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section also shall include,

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without limitation, the authority to consent to temporary and permanent easements, and to the execution of partial satisfactions or releases, partial reconveyances or the execution or requests to the Investor to accomplish same.

- 4. The execution of documents consenting to lot splits, lot line adjustments and similar property adjustments, partial satisfactions or releases, partial reconveyances or the execution of requests to the Investor to accomplish same.
- 5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
 - 6. The completion of loan assumption agreements.
- 7. 14e full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums social thereby, including, without limitation, cancellation of the related Mortgage Note.
- 8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the montgage loan secured and evidenced thereby.
- 9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refusancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of bleach or non-performance;
 - c. the preparation and filing of notices of default and/or i otices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deeds in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions in paragraphs 10.a. through 10.e. above.
- 11. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:
 - a. listing agreements;
 - b. purchase and sale agreements;
 - grant/special or limited warranty/quit claim deeds or other non-warranty deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.

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- 12. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
- 13. If Servicer is defending the Investor in litigation pursuant to an obligation or duty to defend arising under any one of the servicing agreements, to execute and/or file such documents, and take such other action as is proper and necessary in the defense of the Investor in such litigation and in the resolution of such litigation.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of January 24th, 2012.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shear (i) limit in any manner any indemnification provided by the Servicer to the Investor under the servicing agreements, or (ii) be construed to grant Servicer the power to initiate or defend any suit, litigation or proceeding in the name of the Investor, except as specifically provided for herein. If Servicer receives any notice of suit, litigation or proceeding in the name of the Investor, Bank of America, N.A., then Servicer shall promptly forward a copy of same to the Investor.

This Limited Power of Attorney is not intended to extend the powers granted to Servicer under the servicing agreements or to allow Servicer to take any action with espect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the servicing agreements.

Servicer hereby agrees to indemnify and hold the Investor and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reson or result of or in connection with the imprudent or improper exercise by Servicer of the powers granted to it here ander. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the servicing agreements or the earlier resignation or removal of the Servicer under the servicing agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of North Carolina

Third parties without actual notice may rely upon the exercise of the power granted und this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

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IN WITNESS WHEREOF, Bank of America, N.A., has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 24th day of January 2012.

SEAL [Or state no corporate seal as appropriate.]

Melanie Denton

Attest: James Roth

[Bank of America, N.A.

Ken Luckadoo AVP

Acknowledgest and Agreed

Servicer

Name: Wa Title:

Vice President

FOR CORPORATE ACKNOWLEDGMENT

State of North Carolina

County of Union, ss:

On the 24th day of January in the year 2012, before me the undersigned, person illy preared Jack R. Morris Vice President, Ken Luckadoo Assistant Vice President personally known to me or proved to the in the basis of satisfactory evidence, to be the individual(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) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) made such appearance before the undersigned in the City of Charlotte, North Carolina.

Notary Public

My Commission Expires June 28, 2014

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: PARCEL 1:

LOT 5 IN BLOCK 4 IN KAISER AND CO'S ARCADIA TERRACE, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE WEST 33 FEET) AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

ALL THAT PART OF LOT "B" LYING EAST OF AND ADJOINING ALLEY DEDICATED BY PLAT DATED ON APRIL 8, 1926 AND RECORDED ON APRIL 27, 1926 AS DOCUMENT NUMBER 9255221 TOGETHER WITH THE VACATED ALLEY LYING EAST OF AND ADJOINING THE SAID LOT "B" WHICH LIES WITHIN THE NORTH AND SOUTH LINES OF LOT 5 EXTENDED WESTERLY IN BLOCK 4 IN W. F. KAISER AND CO'S ARCADIA TERRACE AFORESAID, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 13-01-404-023-0000 Vol. 0317

Property Address: 5936 North Maplewood Avenue, Chicago, Illinois 60659