BILL GARRETT, Davidson County
Trans:T20140064246 DEEDQC
Recvd: 08/29/14 09:09 6 pgs
Fees:32.00 Taxes:0.00
20140829-0079015

This Instrument Prepared By:
Weiss Spicer Cash, PLLC
208 Adams Avenue
Memphis, TN 38103
(901) 526-8296

# QUIT CLAIM DEED

THIS INDENTURE, made and entered into as of the 18th day of August 2014, by and between Bank of America, N.A., as Successor to by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP, party of the first part, and PROF-2013-S3 REO I LLC, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the party of the first part does hereby bargain, sell, release, remise, quit claim and convey unto the party of the second part, the following described real estate, situated in the County of Davidson, State of Tennessee and being more particularly described to wit:

Land in Davidson County, Tennessee, being Lot No. 14 on the Plan of Woodward Hills of record in Book 9700, page 900, as amended in Book 11766, page 32, in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.

Being the same property conveyed to Grantor by Substitute Trustee's Deed of record in Instrument 20110516-0037154 of the Register's Office of Davidson County, Tennessee.

IN WITNESS WHEREOF, the said Grantor has hereunto set his signature, this 18th day of August, 2014.

Sheron Elam

Fay Servicing, LLC as Attorney in Fact for Bank of America, N.A., as Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP

By: Sheron Elam

Title: Assistant Secretary

**STATE OF** Illinois
**COUNTY OF** Cook

Before me, the undersigned Notary Public in and for said County and State, personally appeared Shevon Elam with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged such person to be the Assistant Secretary, of Fay Servicing, LLC as attorney in fact for Bank of America, N.A., as Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP. the within named bargainor, a limited partnership, and that such Assistant Secretary executed and delivered the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Fay Servicing, LLC as attorney in fact for Bank of America, N.A., as Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP.

Witness my hand and Official Seal at office this 1st day of August, 2014.

Ashley M Lowenstein
**Notary Public**

**My Commission Expires:** 6/17/2017

OFFICIAL SEAL
ASHLEY M LOWENSTEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/17/17

**********

Property Address: 117 Woodward Hills Drive
Brentwood, Tennessee 37027
Parcel #159-16-0-014.00
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES
Name and Address of Owners & Mail Tax Bill to:
PROF-2013-S3 REO I LLC
c/o Fay Servicing LLC
440 S. LaSalle Street, Suite 2000
Chicago, IL 60605

STATE OF Illinois
COUNTY OF Cook

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $0

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF August, 2014.

Notary Public

My Commission Expires: 6/17/2017

OFFICIAL SEAL
ASHLEY M LOWENSTEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/17/17

## LIMITED POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT, BANK OF AMERICA, N.A., a national banking association ("Seller"),[1] by these presents does hereby make, constitute and appoint Fay Servicing LLC, a Delaware limited liability company ("Servicer"), 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 ("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 Seller formerly serviced pursuant to that certain Interim Servicing Agreement dated as of December 12, 2013, between PRMF Acquisition LLC and Bank of America, N.A. 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 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 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 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, 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

[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.

"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 4th day of March, 2014.

**BANK OF AMERICA, N.A.**

By: _____
Name: Lee Wardlow
Title: Senior Vice President

Witness: _____
Name: Jeff Lopes
Title: Senior Vice President

Witness: _____
Name: Frank Leyendekker
Title: Assistant Vice President

STATE OF TEXAS :
: ss.
COLLIN COUNTY :

On the 4th day of March 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

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