This Instrument Prepared by and Return to:
Signature Title, LLC
1435 North West Broad Street
Murfreesboro, Tennessee 37129
File Number 2015020026TN

BILL GARRETT, Davidson County
Trans:T20150035005 DEEDWARRSP
Recvd: 05/06/15 13:16 10 pgs
Fees:53.00 Taxes:321.07
20150506-0041419

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bill to:	Map/Parcel Number(s)
(Name) Anchor Development, LLC	(Name) Anchor Development, LLC	096-11-0-093.00
(Address) P.O. Box 120436	(Address) Same	
(City) (State) (Zip) Nashville, TN 37212	(City) (State) (Zip)	

FOR AND IN CONSIDERATION of the sum of Ten Dollars and no/100 ($10.00) cash in hand paid by the Grantees and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **Bank of New York Mellon, F/K/A The Bank of New York, as Trustee, on behalf of the Holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB,** Grantor, has this day bargained and sold, and does hereby transfer and convey unto **Anchor Development, LLC,** Grantee(s) herein, their successors, heirs and assigns, that certain Parcel ID # **096-11-0-093.00**

X Improved OR
Unimproved property located at:

3112 Lakeland Drive, Nashville, TN 37214, in Davidson County Tennessee, described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantee(s) their successors, heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth in Exhibit "B" attached hereto.

We further covenant and bind ourselves, our successors and representatives, to warrant and forever defend title to said real estate to said Grantee(s), their successors, heirs and assigns against the lawful claims of all persons claiming by, through, or under Grantor, by no others.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand as of the 4-17-19, the Corporate Party, if any, having caused its name to be signed hereto by its duly authorized officers of said day and date.

Bank of New York Mellon, F/K/A The Bank of New York, as Trustee, on behalf of the Holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB by Select Portfolio Servicing, Inc. as Attorney in Fact

By _____
Name Jon Fahey
Title Document Control Officer

State of Utah
County of Salt Lake

X Before me, the undersigned, a Notary Public in and for said County and State, personally appeared X (Name of Person signing), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged him/her self to be the X (Title of Person signing) of Select Portfolio Servicing, Inc., as Attorney in Fact for Bank of New York Mellon, F/K/A The Bank of New York, as Trustee, on behalf of the Holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB the within named bargainor and that he/she, acting in such capacity and authorized so to do, executed the foregoing instrument on behalf of said Corporation for the purposes therein contained.

X Jon Fahey
Document Control Officer

Witness my hand and official seal, at office located in Salt Lake City, this 17th day of Apr 15

LEANNA JOHNSTUN
Notary Public State of Utah
My Commission Expires on:
January 23, 2019
Comm. Number: 681582

Notary Public
My Commission Expires: 1-23-19

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transaction is $86,777.00.

A. C. HALL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAY 8, 2018

Affiant

Subscribed and sworn before me this 27th April 2015

Notary Public
My Commission Expires: 5-8-18

EXHIBIT "A"

Located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Being Lot Number 805 on the Plan of Cloverhill, Section X, as of record in Plat Book 2331 Page 57, Register's Office, Davidson County, Tennessee,

Being the same property conveyed to Bank of New York Mellon, F/K/A The Bank of New York, as Trustee, on behalf of the Holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB by Substitute Trustee's Deed filed for record in Instrument Number 20150213-0013395 in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exception to this conveyance and the warranty of title made herein shall apply.

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter referred to as "Property");
2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any County in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any County in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior subsequent years, the payment which Grantor assumes (as the time of transfer of title) and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes;
6. Any conditions that would be revealed by a physical inspection and survey of the Property; and
7. Easements, restrictions, reservations, conditions, agreements and any and all other matters as shown of record.

2805666
BK 6027 PG 853

E 2805666 B 6027 P 853-857
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/28/2014 04:41 PM
FEE $16.00 Pgs: 5
DEP RT REC'D FOR SELECT PORTFOLI
SERVING INC

EXHIBIT D
LIMITED POWER OF ATTORNEY

Reference is hereby made to (x) each of the pooling and servicing agreements listed in Schedule 1 attached hereto, by and among The Bank of New York Mellon f/k/a The Bank of New York ("BNY Mellon"), as trustee, Countrywide Home Loans Servicing LP, as master servicer, Countrywide Home Loans, Inc., as seller, one or more additional sellers identified therein, and either of CWALT, Inc. or CWABS, Inc. or CWMBS, Inc., as depositor (each, a "Pooling and Servicing Agreement" and collectively, the "Pooling and Servicing Agreements"), and (y) that certain settlement agreement (the "Settlement Agreement"), dated as of June 28, 2011, by and among BNY Mellon, in its capacity as trustee or indenture trustee of certain mortgage-securitization trusts identified therein, Bank of America Corporation, Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (f/k/a Countrywide Home Loans Servicing LP) (the "Master Servicer"), Countrywide Financial Corporation and Countrywide Home Loans, Inc. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Pooling and Servicing Agreements or the Settlement Agreement, as the context requires.

BNY Mellon, as Trustee under the Pooling and Servicing Agreements, hereby constitutes and appoints Select Portfolio Servicing, Inc. and its authorized officers (collectively, "SPS") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement or modification agreement or supplement to the Mortgage Note, Mortgage, or deed of trust, (iv) defense of the Trustee in litigation and to resolve any litigation where SPS has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement, which settlement shall release with prejudice all claims and liabilities against BNY Mellon and will not result in admission of guilt by BNY Mellon or (v) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage, in each case solely in the performance of SPS's duties and obligations in respect of Mortgage Loans that are then being subserviced by SPS pursuant to a subservicing agreement (the "Subservicing Agreement") with the Master Servicer, then in effect in accordance with the terms of the Settlement Agreement. BNY Mellon also grants unto said attorneys-in-fact and agents, and each of them, subject to the foregoing limitations, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii), (iii), (iv) and (v) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof; provided that this instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact and agents to do any act or execute any document on behalf of BNY Mellon not specifically described herein.

For the purposes of clarification, but not limitation, BNY Mellon grants unto said attorneys-in-fact and agents, and each of them the full power and authority to (x) execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases and subordinations, each appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance, recordation or filing of said documents; (y) execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions; and (z) endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by SPS as a payment under a Mortgage Loan.

Nothing in this Limited Power of Attorney shall be deemed to amend or modify the Pooling and Servicing Agreements, the Settlement Agreement, the applicable Subservicing Agreement or the respective rights, duties or obligations of SPS thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. Without limiting the generality of the foregoing, this Limited Power of Attorney does not provide, and shall not be read so as to provide, SPS with the power to perform or undertake actions which SPS is not authorized to take pursuant to the applicable Subservicing Agreement or that the Master Servicer is not authorized to take pursuant to the applicable

SCHEDULE 1

CWABS

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-IM3

CWALT

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC. ALTERNATIVE LOAN TRUST 2005-27, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-27

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-38, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-38

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CWALT INC. ALTERNATIVE LOAN TRUST 2005-51, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-51

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-56, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-56

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CWALT INC. ALTERNATIVE LOAN TRUST 2005-59, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-59

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-76, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-76

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-80CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-80CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-81, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-81

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-85CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-85CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN TRUST 2006-19CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-19CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-2CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-2CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-41CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-41CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-43CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-43CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN TRUST 2006-6CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA11

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC. ALTERNATIVE LOAN TRUST 2006-OA17, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA17

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA19, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA19

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA21, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA21

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA7

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC10, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC10

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC11

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC2

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC5 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC5

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC6

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OC7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OC7

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-16CB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-16CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-19, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-19

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-23CB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-23CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-5CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-5CB

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-HY6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HY6

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-HY7C MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HY7C

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA11

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA3

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA4 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA4

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA6

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OA7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OA7

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-OH2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-OH2

Pooling and Servicing Agreement. In addition, each attorney-in-fact and agent is only authorized to act pursuant to this Limited Power of Attorney in a manner which complies with all applicable laws, rules and regulations.

SPS shall indemnify, defend and hold BNY Mellon and its successors and assigns harmless, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, arising out of, related to or in connection with any misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby. Acceptance of this Limited Power of Attorney by SPS, or the taking by SPS of any action pursuant to this Limited Power of Attorney, shall be deemed an agreement and acceptance by SPS of this indemnity obligation.

The rights, power, and authority of said attorneys-in-fact and agents granted in this Limited Power of Attorney will commence and be in full force and effect on the date of execution and such rights, powers, and authority will remain in full force and effect until the earlier of (x) 11:59 p.m., New York City time, on the date that is 2 year[s] from such date and (y) the date, if any, on which SPS is no longer an "Approved Subservicer" under the Settlement Agreement; provided, however, that BNY Mellon may terminate this Limited Power of Attorney prior to such date by delivering a written notice of revocation to SPS, with a copy to the Master Servicer.

THE BANK OF NEW YORK MELLON F/K/A
THE BANK OF NEW YORK, as Trustee

Witness: _____
Alexander Puglise

By: _____
Gavin Tsang
Vice President

Witness: _____
Antonia DePinto

By: _____
Loretta A. Lundberg
Managing Director

STATE OF: New York
COUNTY OF: New York

On the 31st day of March in the year 2014 before me, the undersigned, personally appeared Gavin Tsang and Loretta A. Lundberg, personally known to me or proved to me on 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 (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Notary Public

LEELA RAGBARSINGH
Notary Public - State of New York
No. 01-RA6285466
Qualified in New County
My Commission Expires 07/22/2017



STATE OF UTAH)
COUNTY OF DAVIS) ss

THE UNDERSIGNED RECORDER OF DAVIS COUNTY, UTAH DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH RECORDER

WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 20th DAY O April 20 15

RICHARD T. MAUGHAN RECORDER

Jane Whyte DEPUTY

5 pages