

Prepared by and return to:  
McCalla Raymer, LLC  
Attn: Post Sale Department  
110 SE 6th Street, Suite 2400  
Fort Lauderdale, FL 33301  
Telephone (954)-332-9360  
Property Appraiser's Parcel # 33-12-29-5550-00040-0011

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this 29<sup>th</sup> day of Feb, 2016 between FLAGSTAR BANK, FSB, whose address is 5151 Corporate Drive, Troy, MI 48094 hereinafter called the "grantor", and the SECRETARY OF HOUSING AND URBAN DEVELOPMENT c/o INFORMATION SYSTEMS AND NETWORK CORPORATION whose address is 2401 NW 23rd Street, Suite 1D, Oklahoma City, OK 73107, his successors and assigns, hereinafter called "grantee".

WITNESSETH: That the said Grantor, for and in consideration for the sum of TEN AND NO/100 dollars (\$10.00) in hand paid by Grantee and other good and valuable considerations, the receipt whereof is acknowledged hereby grants, bargains and sells the said Grantee, forever, the following described land in the County of Flagler, State of Florida, to-wit:

East Half of Tract 1, Block 4, Section 33, Township 12 South, Range 29 East, as per Plat of ST. JOHNS DEVELOPMENT COMPANY in Plat Book 1, Page 7, Public Records of Flagler County, Florida. TOGETHER with a 2004 Fleetwood Springhill double-wide mobile home Vin# GAFL434A76768SH21 & GAFL434B76768SH21, which is permanently affixed thereto.  
A mobile home with the VIN number GAFL434A76768SH21 & GAFL434B76768SH21 sits on the property.  
Property Address: 755 W County Road 2006, Bunnell, FL 32110

TO HAVE AND TO HOLD the above-described property, with appurtenances, unto the said Grantee, his successors and assigns, forever.

AND SAID GRANTOR, does hereby specially warrant the title to said lands and will defend the same against the lawful claims of any person whosoever claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its Foreclosure Manager the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Angela M. Capling

[Signature]  
Print Name

Stephanie McDaniel  
Claims Manager

Print Name

STATE OF FLORIDA

COUNTY OF DUVAL

Selene Finance, LP. As attorney in Fact for Flagstar Bank, FSB

By: Susan Steiner  
Print Name: Susan Steiner  
Its: Foreclosure Manager

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of February, 2016, by Susan Steiner, as Foreclosure Manager of Selene Finance, LP/As attorney in Fact for Flagstar Bank, FSB. They are personally known to me or had produced \_\_\_\_\_ as identification.

 **Admir Imamovic**  
COMMISSION # FF 141918  
EXPIRES: JUL 15, 2018  
BONDED THRU  
FLORIDA NOTARY, LLC

[Signature]  
Notary Public  
Print Name: Admir Imamovic  
Commission No. FF 141918  
My commission expires: July 15, 2018

**Action of Officers of Selene Holdings LLC**  
**Taken Pursuant to**  
**Resolutions Adopted by the Board of Directors of Selene Holdings LLC**  
**for**  
**SELENE FINANCE LP**

**Effective as of January 21, 2016**

The undersigned, being at least a majority of the officers of Selene Holdings LLC who have been granted delegated authority to act on behalf of the Board of Directors of Selene Holdings LLC, a Delaware limited liability company ("Holdings"), the managing member of Selene Ventures LLC, a Delaware limited liability company ("Ventures"), which is the managing member of Selene Ventures GP LLC, a Delaware limited liability company (the "General Partner"), the general partner of Selene Finance LP, a Delaware limited partnership ("Selene Finance"), acting pursuant to the terms of those certain resolutions adopted at a meeting of the Board of Directors of Holdings, held on January 21, 2016, consent to, approve and adopt the actions set forth below for Selene Finance, and direct that these resolutions be filed with the minutes of Holdings, Ventures, the General Partner and Selene Finance:

WHEREAS, Selene Finance LP desires to appoint officers and limited signers and authorize those individuals to conduct its business affairs;

WHEREAS, such appointment and authority shall be effective as of January 21, 2016.

NOW THEREFORE, BE IT RESOLVED:

1. This Consent shall be deemed effective as of January 21, 2016.
2. **Executive Officers**. Each individual listed on the Schedule below is hereby appointed, or his/her earlier appointment is hereby re-confirmed, to the position opposite such person's name (each, an "Executive Officer") on such schedule.

<b>Name</b>	<b>Title</b>
Joseph A. Pensabene III	President & Chief Executive Officer
Brian Stauffer	Executive Vice President
Charles E. Halko, Jr.	Executive Vice President, Chief Financial Officer, and Treasurer
Karen Bellezza	Executive Vice President, Chief Administrative Officer, and Secretary
Shane Leonard	Executive Vice President & Chief Information Officer
Shane Ross	Executive Vice President
Thomas A. Donatucci	Executive Vice President

- (a) Each Executive Officer shall have the power and authority to authorize the terms and conditions, and execute and deliver in the name of Selene Finance, any instrument, document or agreement relating to any "Executive Officer Action".

(b) As used herein, an "Executive Officer Action" shall mean authorizing the terms and conditions and executing and delivering any of the following:

- (i) Instruments, documents or agreements which may be found necessary, proper, or expedient to be executed in conducting the business of Selene Finance, including bid letters, letters of intent, servicing agreements, confidentiality and non-disclosure agreements;
- (ii) Leases for office space occupied by Selene Finance and its employees and any contracts or agreements binding Selene Finance to monetary obligations not to exceed \$100,000.00.
- (iii) Settlement Agreements, whether or not they confess judgment against Selene Finance, where the amount of settlement or confession does not exceed \$50,000, other than in the ordinary course of business.

(c) Each Executive Officer shall also have the power and authority to perform any action hereinafter designated to an Officer of Selene Finance.

Notwithstanding anything to the contrary, it is hereby further resolved that Joseph A. Pensabene III, Karen Bellezza and Thomas A. Donatacci shall have the sole authority to execute contracts or agreements binding Selene Finance to monetary obligations for less than \$300,000.00.

3. **Officers.** Each individual listed on the Schedule(s) below is hereby appointed, or his/her earlier appointment is hereby re-confirmed, to the position opposite such person's name (each, an "Officer") on such schedule:

<b>Name and Title</b>	<b>Tier</b>
Chris McWeeny, Senior Vice President	Tier One
Dan Shimmis, Senior Vice President	Tier One
Danny Lawson, Senior Vice President	Tier One
Donna Leonard, Senior Vice President	Tier One
Gena K. Thornton, Senior Vice President	Tier One
Gina Gray, Senior Vice President	Tier One
Jack D. Webb, Jr., Senior Vice President	Tier One
Jitesh Patel, Senior Vice President	Tier One
Mark Wilkinson, Senior Vice President	Tier One
Mary McGrath, Senior Vice President	Tier One
Paul Waligura, Senior Vice President	Tier One
Theresa Mullen, Senior Vice President	Tier One

Each Tier One Officer shall have the power and authority to authorize the terms and conditions, and execute and deliver in the name of Selene Finance, any instrument, document or agreement relating to any "Officer Action" below.

(a) Each Tier One Officer shall have the power and authority to (i) authorize the terms and conditions, and execute and deliver contracts, and other binding agreements and related documents between Selene Finance and its affiliates, vendors, and/or third parties that do not exceed \$25,000.00 per annum. Contracts and agreements that financially obligate Selene Finance to fees in excess of \$25,000.00 shall require the approval of an Executive Officer; (ii) any endorsement of checks and other items payable to Selene Finance for deposit; and (iii) the authority to perform any other Action(s) granted within Sections 3, 4, and 6 herein that are not specifically designated to a specific Officer below.

- (i) Gena Thornton and Danny Lawson shall also have the power and authority to enter into Settlement Agreements not in excess on \$25,000 per agreement. Settlement Agreements that financially obligate Selene Finance to fees in excess of \$25,000.00 require the approval of an Executive Officer.
- (ii) Donna Leonard shall also have the power and authority to execute Assignment and Assumption Agreements and other binding governmental instruments and contracts.
- (iii) Jack Webb shall have also the power and authority to execute wire transfers to clients on behalf of Selene Finance.
- (iv) Chris McWeeny shall also have the power and authority to execute and deliver in the name of Selene Finance documents including but not limited to, certifications, statements, affidavits, and attestations, pertaining to examinations, audits, site reviews and inquiries and license applications and renewals.

<b>Name and Title</b>	<b>Tier</b>
Donna Brammer, Vice President	Tier Two
Ellen Lachicotte, Vice President	Tier Two
Elnara McDowell, Vice President	Tier Two
James Schreffler, Vice President	Tier Two
Keith Wood, Vice President	Tier Two
Megan Purtell, Vice President	Tier Two
Pam Mandeville, Vice President	Tier Two
Robert Pilarski, Vice President	Tier Two
Tonya Higginbotham, Vice President	Tier Two
Walt Kieschnick, Vice President	Tier Two
Wesley Workman, Vice President	Tier Two
William Halladay, Vice President	Tier Two

(a) Each Tier Two Officer shall have the power and authority to authorize the terms and conditions, and execute and deliver contracts, and other binding agreements and related documents between Selene Finance and its affiliates, vendors, and/or third parties that do not financially obligate Selene Finance.

In addition to the foregoing, each Tier Two Officer shall have the power and authority to authorize the terms and conditions and execute and deliver any of the following documents only in connection with any mortgage loan serviced in the name of Selene Finance, on its own behalf or in a fiduciary or agency capacity for an affiliate or third party:

- (i) Deeds and conveyances of any real or personal property;
- (ii) Leases of real and personal property (including those in which a security interest in personal property is granted);
- (iii) Any and all documents and agreements relating to an individual mortgage loan including, but not limited to, matters relating to the application for HUD insurance;
- (iv) Any endorsement of mortgage notes and/or assignment of security instruments (mortgages, deeds of trust, security deeds, etc.) relating to real estate loans held by Selene Finance, either in its own behalf or in a fiduciary or agency capacity;
- (v) Full or partial releases, subordinations and satisfactions of security instruments (mortgages, deeds of trust, security deeds, etc.) and modifications thereto relating to residential mortgage loans held by Selene Finance, either in its own behalf or in a fiduciary or agency capacity;
- (vi) Any contract for insurance or the retention of independent contractors, including without limitation, real estate brokers, property appraisers or property managers; and
- (vii) Any endorsement of checks and other items payable to Selene Finance for deposit.

Notwithstanding the foregoing, and in addition to the "Tier Two Officer Actions" above, the additional powers have been granted to the following Tier Two Officer(s) below:

- (i) Keith Wood shall have the power and authority to execute and deliver in the name of Selene Finance documents including but not limited to, certifications, statements, affidavits, and attestations, pertaining to examinations, audits, site reviews and inquiries.

4. **Junior Officers.** Each individual listed on the Schedule below is hereby appointed to the position opposite such person's name (each, a "Junior Officer") on such schedule:

<b>Name and Title</b>	<b>Tier</b>
Angela Capling, Assistant Vice President	Tier Three
Anthony Daddona, Manager	Tier Three
Chris Davis, Manager	Tier Three
Dawn Berry, Assistant Vice President	Tier Three
Elizabeth Willard, Assistant Vice President	Tier Three
Haley Pope, Manager	Tier Three

Irisa Stagers, Manager	Tier Three
Jan Blank, Assistant Vice President	Tier Three
Jason Burr, Assistant Vice President	Tier Three
Joe Jaret, Assistant Vice President	Tier Three
Leslie Simmons, Manager	Tier Three
Lorri Beltz, Assistant Vice President	Tier Three
Natasha Gutwillig, Manager	Tier Three
Stephanie McDaniel, Manager	Tier Three
Susan Steiner, Manager	Tier Three

Junior Officers shall not have the authority to execute and deliver any instrument, document or agreement in the name of Selene Finance, unless authorized pursuant hereto, or pursuant to an individual special resolution.

(a) Permitted Junior Officer Actions.

(i) Each Tier Three Junior Officer shall have the power and authority to execute and deliver in the name of Selene Finance, *on its own behalf or in a fiduciary or agency capacity for an affiliate or third party*: any instrument, document or agreement relating to any “Junior Officer Foreclosure and Bankruptcy Action”. As used herein, a “Junior Officer Foreclosure and Bankruptcy Action” shall mean executing and delivering any of the following documents in connection with any mortgage loan serviced in the name of Selene Finance, *on its own behalf or in a fiduciary or agency capacity for an affiliate or third party*: documents reasonably found to be necessary, proper or expedient in connection with the (a) default, collection, liquidation or foreclosure of any residential mortgage loan, including but not limited to affidavits of default and deeds, including but not limited to warranty, foreclosure, conveyance, quit claim, etc.; (b) the bankruptcy of the mortgagor(s) under any residential mortgage loan; (c) the appointment of any successor or substitute trustee under a deed of trust mortgage; and (d) assignment(s) of Security Instruments, lien releases, lost note affidavits, and note allonges.

(ii) Notwithstanding the foregoing, Jason Burr, Jan Blank, Joe Jarret, and Natasha Gutwillig shall also have the power and authority to execute and deliver in the name of Selene Finance, *on its own behalf or in a fiduciary or agency capacity for an affiliate or third party*: any instrument, document or agreement relating to any “Junior Officer Title and Escrow Action” or “Junior Officer REO Action”. As used herein, “Title and Escrow Action” and “REO Action” shall mean executing and delivering any of the following documents in connection with any mortgage loan and/or real estate owned asset serviced in the name of Selene Finance, *on its own behalf or in a fiduciary or agency capacity for an affiliate or third party*: (a) instruments, documents and agreements relating to the modification, subordination, full or partial release and satisfaction of security instruments related to residential mortgage loans (i.e. mortgages, deeds of trust, deeds or similar documents, collectively “Security Instruments”), or real estate (i.e. grant, warranty or quitclaim deeds); (b) assignment(s) of Security Instruments and note allonges; (c) conveyances of any real or personal property; (d) leases pertaining to real estate owned assets; and (e) any contract for the retention of real estate brokers, property appraisers or property managers.

(ii) Notwithstanding the foregoing, Dawn Berry and Lorri Beltz shall have the power and authority to execute settlement agreements that do not confess judgment against Selene Finance and do not financially obligate Selene Finance.

5. **Assistant Secretaries.** Each individual listed on the Schedule below is hereby appointed, or his/her earlier appointment is hereby re-confirmed, to the position opposite such person's name (each, an "Assistant Secretary") on such schedule:

Name	Title
Andrea Wellons	Assistant Secretary
Carrie Findlator	Assistant Secretary
Donna Brammer	Assistant Secretary
Gena Thornton	Assistant Secretary
Joe Jaret	Assistant Secretary
Megan Purtell	Assistant Secretary

(a) Each Assistant Secretary shall have the power and authority to attest any document, instrument or agreement executed by any Executive Officer, Officer or a Junior Officer in connection with any Executive Officer Action, Officer Action or Junior Officer Action which requires an attestation.

6. **Limited Signing Officers.** Each individual listed on the Schedule(s) below is hereby appointed to the position opposite such person's name (each, a "Limited Signer") on such schedule:

Name	Tier
Almira Diaz	Tier Four
Amy Intorcía	Tier Four
Andrea Wellons	Tier Four
Christine Sahyers	Tier Four
Kaesev Meyer	Tier Four
Liz Stewart	Tier Four
Mamie Clark	Tier Four
Mesha Williams	Tier Four
Nathaniel Tincher	Tier Four
Shay Winebarger	Tier Four

(a) Each Tier Four Limited Signer shall have the power and authority to execute such documents which may be found necessary, proper or expedient in defending or resolving litigation, or curing title defects related to mortgage loans in which Selene Finance has an obligation to defend such litigation, either on its own behalf or in a fiduciary or agency capacity, including, without limitation, interrogatories, and affidavits.

Notwithstanding the foregoing, Christine Sahyers and Nathaniel Tincher shall have the power and authority to execute settlement agreements that do not confess judgment against Selene Finance and do not financially obligate Selene Finance.

<b>Name</b>	<b>Tier</b>
Anne Schroeder	Tier Five
Aurelia Henry	Tier Five
Bernard Turner	Tier Five
Charles Myrtetus	Tier Five
Dennis Matlack	Tier Five
Jason Hawley	Tier Five
Jason Middle	Tier Five
Joanne Ricardo	Tier Five
Kelly Welles	Tier Five
Kevin Wardlow	Tier Five
Tasha Nunn	Tier Five

- (b) Each Tier Five Limited Signer shall have the power and authority to execute and deliver Loss Mitigation Affidavits and Documents on behalf of Selene Finance.

<b>Name</b>	<b>Tier</b>
Amy Walker	Tier Six
Carol Lane	Tier Six
Cedric Small	Tier Six
Elaine Willison	Tier Six
Lucy Babik	Tier Six
Monica Fayne	Tier Six

- (c) Each Tier Six Limited Signer shall have the power and authority to execute and deliver such documents which may be found necessary, proper or expedient in addressing and resolving contested foreclosure matters related to mortgage loans in which Selene Finance has an obligation to address, resolve or respond to such contestation, including, without limitation, discovery requests, interrogatories, and affidavits.

<b>Name</b>	<b>Tier</b>
Chris Sayer	Tier Seven
Crystal Cone	Tier Seven
Eileen Cardone	Tier Seven
James Courtney	Tier Seven
Jammahl Francis	Tier Seven
Jaren Morris	Tier Seven
Jason Jones	Tier Seven
Justin Stevenson	Tier Seven
Lance Snedden	Tier Seven
Magaly Robins	Tier Seven
Raul Romero	Tier Seven
Roman Flores	Tier Seven
Scott Emery	Tier Seven
Staci Reid	Tier Seven

(d) Each Tier Seven Limited Signer shall have the power authority to execute and deliver listing agreements and real estate purchase contracts, including extensions and addendums thereto, which may be found necessary, proper or expedient in connection with the sale of real estate owned assets ("*REO Assets*") in which Selene Finance has an obligation to sell, either on its own behalf or in a fiduciary or agency capacity, such REO Assets. Notwithstanding the foregoing, the execution of the documents contemplated in this Section 6(d) shall not deviate from (i) the authority granted to Selene Finance by the true owner/investor of the REO Asset(s) pursuant to a separate servicing agreement (or equivalent document) and exhibits, side letters, and schedules thereto; and (ii) the list price and net offer approved in writing by the true owner/investor of the REO Assets.

(e) Each Limited Signer shall only have the specific powers and authority granted above (collectively "*Limited Signer Actions*") and shall not have the authority to execute and deliver any instrument, document or agreement in the name of Selene Finance, unless authorized pursuant hereto, or pursuant to an individual special resolution.

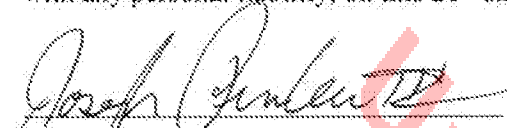
7. **Removal.** The Board of Directors of Selene Holdings LLC or a majority of its officers having delegated authority may remove any Executive Officer, Officer, Junior Officer, Assistant Secretary or Limited Signer at any time with or without cause or reason. Each Executive Officer, Officer, Junior Officer, Assistant Secretary or Limited Signer shall be deemed to have resigned as an officer of Selene Finance contemporaneously with the separation of such individual's employment with Selene Finance, and such resignation shall be effective on the date of such separation of employment without any further action by Selene Holdings LLC, Selene Finance LP, or any other person.

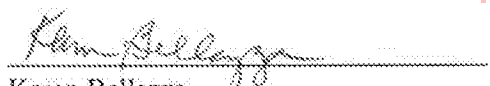
8. **Ratification.** Any and all actions heretofore taken by any Officer, Junior Officer, Assistant Secretary or Limited Signer in furtherance of the foregoing resolutions be, and they hereby are, authorized, ratified, confirmed, adopted and approved in all respects.

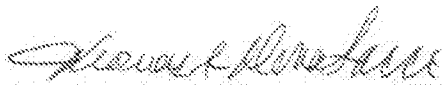
This Action of Officers of Selene Holdings LLC may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*Signature Page to Follow*

IN WITNESS WHEREOF, the undersigned duly authorized officers of Selene Holding LLC have executed this Action of Selene Holdings LLC on behalf of such company, solely in such capacity and not with any personal liability, on this 21<sup>st</sup> day of January, 2016.

  
\_\_\_\_\_  
Joseph A. Pensabene III  
President and Chief Executive Officer

  
\_\_\_\_\_  
Karen Bellezza  
Executive Vice President and Chief Administrative Officer

  
\_\_\_\_\_  
Thomas A. Donatucci  
Executive Vice President

Unofficial Copy

## LIMITED POWER OF ATTORNEY

Flagstar Bank, FSB ("Flagstar") hereby appoints Selene Finance LP ("Selene"), as its true and lawful attorney-in-fact to act in the name, place and stead of Flagstar for the limited purposes set forth below. This Limited Power of Attorney is given pursuant to that certain Private Label Outsource Services Agreement by and between Flagstar and Selene dated as of August 23, 2013, (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now therefore, Flagstar does hereby constitute and appoint Selene the true and lawful attorney-in-fact of Flagstar and in Flagstar's name, place and stead with respect to each Asset subserviced by Selene pursuant to the Agreement for the following, and only the following, purposes, as such purposes may be amended from time to time by Flagstar:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/ releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.

2. To (i) prepare, execute and deliver, on behalf of Flagstar, any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien on each Mortgaged Property and related collateral; and as specifically permitted in the Agreement, modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in this clause (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, eviction proceedings, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of Flagstar such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit; provided that, notwithstanding anything to the contrary herein, under no circumstances shall

Selene be permitted to execute any affidavit on behalf of Flagstar in connection with any foreclosure, bankruptcy case or litigation without the prior written consent of Flagstar.

3. To transact business of any kind regarding the Assets as specifically permitted in the Agreement, and obtain an interest therein and/or building thereon, as Flagstar's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.

4. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification 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 Flagstar in connection with foreclosure, bankruptcy and eviction actions; provided that, notwithstanding anything to the contrary herein, under no circumstances shall Selene be permitted to execute any affidavit on behalf of Flagstar in connection with any foreclosure, bankruptcy case or litigation without the prior written consent of Flagstar.

5. To make corrective modification or re-recording of a mortgage or deed of trust, where said corrective 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; provided that said corrective modification or re-recording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured.

6. With respect to a mortgage or deed of trust, the taking of a deed in lieu of foreclosure.

7. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility company of a United States governmental agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

8. The completion of loan assumption agreements.

This Limited Power of Attorney is coupled with an interest and is, therefore, irrevocable.

Flagstar further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Selene may lawfully perform in exercising those powers by virtue hereof.

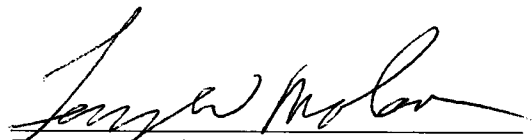
Flagstar further grants to Selene the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in Flagstar's name (or in the name of the owner of the Asset, where required), and hereby ratifies and confirms all that the attorney-in-fact, or its substitute or substitutes, shall

lawfully do or cause to be done by authority of this power of attorney and the rights and powers granted hereby.

In addition to the indemnities set forth in the Agreement, Selene shall indemnify, defend and hold harmless Flagstar and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Selene (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Flagstar has executed this Limited Power of Attorney this 17th day of September 2013.

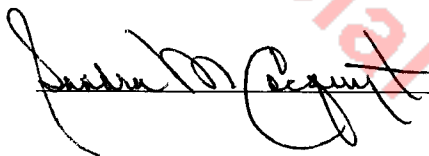
FLAGSTAR BANK, FSB, a federally chartered savings bank

By:   
Terry W. Malone

Its: Senior Vice President

STATE OF MICHIGAN )  
OAKLAND COUNTY )

Acknowledged before me in Oakland, County, Michigan on this 17<sup>th</sup> day of September 2013 by Terry W. Malone, Senior Vice President of Flagstar Bank, FSB, on behalf of the bank.



SANDRA M. COCQUYT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Aug 16, 2018  
ACTING IN COUNTY OF *Oakland*

Drafted by:

David A. Handelsman  
Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, Michigan 48098

When recorded, return to:

Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, Michigan 48098  
ATTENTION: Final Documents