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Prepared By:  
Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Drive  
Salt lake City, UT 84119

LIMITED POWER OF ATTORNEY COVER SHEET

Document to be recorded: LIMITED POWER OF ATTORNEY

Date of Document: March 13, 2015

Grantor(s): *First Franklin Financial Corporation*

Grantee name and address: *Select Portfolio Servicing, Inc.*  
*3217 S. Decker Lake Drive*  
*Salt lake City, UT 84119*

**LIMITED POWER OF ATTORNEY**

E 2884375 B 6321 P 498-500  
 RICHARD T. MAUGHAN  
 DAVIS COUNTY, UTAH RECORDER  
 08/03/2015 12:13 PM  
 FEE \$14.00 Pgs: 3  
 DEP RT REC'D FOR SELECT PORTFOLIO  
 SERVICES-FFFC

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT, FIRST FRANKLIN FINANCIAL CORPORATION, a Delaware corporation ("FFFC"), by these presents does hereby make, constitute and appoint Select Portfolio Servicing, Inc., a Utah corporation ("Purchaser"), FFFC'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 FFFC's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Servicing Rights Sale Agreement dated as of September 1, 2010, between Home Loan Services, Inc. and Purchaser, under the terms of which Home Loan Services, Inc. sold to Purchaser the servicing rights to certain mortgage loans (such loans, the "Loans") formerly owned by FFFC and now serviced by Purchaser for PNC Bank, National Association. 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 FFFC or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to FFFC 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 Purchaser or 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 Purchaser to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of FFFC. All 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 First Franklin Financial Corporation, and without representation or warranty, express or implied, by *[insert name of entity in whose name the Action is taken]* or First Franklin Financial Corporation”

With respect to the Actions, FFFC 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 Purchaser the power to (i) initiate or defend any suit, litigation, or proceeding in the name of FFFC or be construed to create a duty of FFFC to initiate or defend any suit, litigation, or proceeding in the name of Purchaser, (ii) incur or agree to any liability or obligation in the name of or on behalf of FFFC, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, FFFC, 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]*

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IN WITNESS WHEREOF, First Franklin Financial Corporation has executed this Limited Power of Attorney this 13<sup>th</sup> day of March, 2015..

**FIRST FRANKLIN FINANCIAL CORPORATION**

By: [Signature]  
 Name: Debra J. Rhodes  
 Title: Senior Vice President

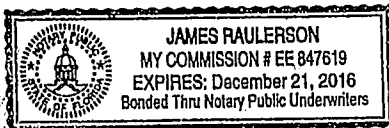
Witness: [Signature]  
 Name: Jon Giraldo

Witness: [Signature]  
 Name: Michael Tsataros

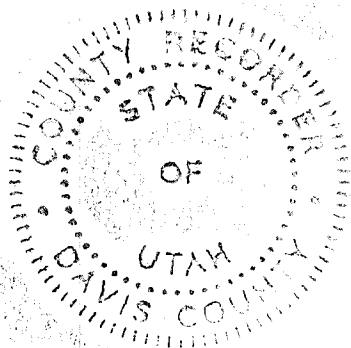
STATE OF FLORIDA :  
 : ss.  
 COUNTY OF DUVAL :

This instrument was acknowledged before me on 13<sup>th</sup> day of March, 2015, by **Debra J. Rhodes**, Senior Vice President of of First Franklin Financial Corporation, a Delaware corporation, on behalf of said corporation.

[Signature]  
 Notary Public Name:  
 My commission expires: 12/21/16



Unofficial  
Copy



STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

I, 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 4 DAY OF August, 2015

RICHARD T. MAUGHAN, RECORDER

Mary Christensen DEPUTY

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