

EUREKA COUNTY, NV

**2018-234640**

Rec:\$35.00

\$35.00 Pgs=4

**01/11/2018 08:48 AM**

RECONTRUST COMPANY, N.A. RPS (L2)

LISA HOEHNE, RECORDER

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(AREA ABOVE IS RESERVED FOR COUNTY - RECORDING INFORMATION)

## **(Limited Power of Attorney)**

( NV ) EUREKA  
State County/Town

**Grantor:** BANK OF AMERICA, N.A.  
1800 TAPO CANYON RD  
SIMI VALLEY, CA 93063

**Grantee:** FIRST AMERICAN MORTGAGE SOLUTIONS, LLC  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707

Prepared By: Bank of America, N.A.

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**AFTER RECORDING, RETURN TO:**  
**First American Mortgage Solutions, LLC**  
c/o Bank of America, N.A.  
2505 West Chandler Blvd.  
AZ1-805-01-46  
Chandler, AZ 85224  
ATTN: Kathy Feeney

After Recorded Return To:

First American Mortgage Solutions, LLC

c/o Bank of America, N.A.

2505 West Chandler Blvd.

Chandler, AZ 85224

Attention: Kathy Feeney / AZ1-805-01-46

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**LIMITED POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT, BANK OF AMERICA, N.A. ("**BANA**"), a national banking association located at 1800 Tapo Canyon Rd., Simi Valley, CA, 93063, by these presents does hereby make, constitute and appoint First American Mortgage Solutions, LLC ("**First American**"), a Delaware limited liability company located at 3 First American Way, Santa Ana, California 92707, to be BANA's true and lawful attorney-in-fact and hereby grants First American authority and power to take, through its duly authorized officers, such Actions (as defined below) as may be appropriate, in BANA's name, place and stead. This limited power of attorney ("**Limited Power of Attorney**") is given in connection with those certain Statements of Work, Reference Numbers CW1130814 and CW883202 entered into pursuant to that certain General Services Agreement, Agreement Number CW853681 ("**Agreement**") between BANA and First American, pursuant to which First American has the duty to meet BANA's assignment and lien release requirements for certain mortgage loans ("**Loans**"). Capitalized terms used herein and not defined shall have the meanings given such terms in the Agreement. 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, and deeds to secure debt or other forms of security instruments (each, a "**Mortgage**").

As used above, the term "Actions" shall mean and be limited to the following acts in each case only with respect to the Loans and in accordance with state, federal and applicable law:

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 and rescissions or other instruments necessary to reinstate the lien of a Mortgage.

With respect to the Actions, BANA 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

LIMITED POWER OF ATTORNEY TO FIRST AMERICAN MORTGAGE SOLUTIONS, LLC

THIS INSTRUMENT PREPARED BY AMIE ELDRED 901 S. RANCHO DR., LAS VEGAS, NV 89106

REF: CAIT ID 839

all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

This Limited Power of Attorney shall expire upon the earlier of (i) First American's realignment to another role that does not require such Limited Power of Attorney to perform these duties, (ii) the termination of the Agreement or Order under which this Limited Power of Attorney is granted, (iii) the expiration date of the Agreement or Order under which this Limited Power of Attorney is granted, it being BANA's intent that this Limited Power of Attorney does not and shall not be effective during any renewal or extension of the term of any Agreement or Order and that a new limited power of attorney would be required at the time of any such renewal or extension, or (iv) the date that BANA's written revocation is received by First American; provided, however, that the expiration shall have no impact on the documents executed by First American as attorney-in-fact for BANA prior to such expiration.

Nothing contained herein shall be construed to grant First American the power to (i) initiate or defend any suit, litigation, or proceeding in the name of BANA or be construed to create a duty of BANA to initiate, or defend any suit, litigation, or proceeding in the name of First American, (ii) incur or agree to any liability or obligation in the name of or on behalf of BANA, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, BANA, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of North Carolina without regard to conflicts of law principles of such state.

*[Remainder of page intentionally left blank]*

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