

DOUGLAS COUNTY, NV

2019-931963

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RICHMOND MONROE

KAREN ELLISON, RECORDER

Recording Prepared By:

Jessica Brown – Shelving Rock

When Recorded Mail To:

Shelving Rock

PO Box 458

Kimberling City, MO 65686

NV-DOUGLAS(SERIES2007-S2)

REF# 0009530000001370

POWER OF ATTORNEY

{Title of Document}

EXHIBIT A
FORM OF
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Nationstar Mortgage LLC, as the “Master Servicer,” MBIA Insurance Corporation, as the “Certificate Insurer,” Goldman Sachs Mortgage Company, as a “Designated Assignee,” BCMB1 Owner, LLC, as a “Designated Assignee,” The Bank of New York Mellon, not in its individual capacity but solely as the Trustee (the “Trustee”), in connection with that certain Pooling and Servicing Agreement dated as of March 1, 2007 (as the same has been amended, restated, supplemented or otherwise modified from time to time, the “PSA”) among CWHEQ, Inc., as Depositor, Countrywide Home Loans, Inc., as a Seller, Park Granada LLC, as a Seller, Park Monaco Inc., as a Seller, Park Sienna LLC, as a Seller, the Master Servicer (as successor to Countrywide Home Loans Servicing LP, as initial master servicer), and the Trustee, have entered into that certain Assignment, Assumption and Recognition Agreement dated as of February 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Agreement”; capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement), pursuant to which the Trustee has agreed to transfer to the Designated Assignees the Transferred Assets (as defined in the Agreement) specified therein, subject to the terms and conditions set forth therein;

WHEREAS, BCMB1 Owner, LLC assigned, and BCMB1 Trust assumed, all of BCMB1 Owner, LLC’s rights and obligations as a “Designated Assignee” under the Agreement pursuant to that certain Assignment and Assumption Agreement, dated as of February 25, 2019, made by BCMB1 Owner, LLC in favor of BCMB1 Trust;

WHEREAS, the Trustee has agreed to give each Designated Assignee a limited power of attorney on the terms and conditions contained herein in order for the applicable Designated Assignee to take the actions specified below with respect to the Transferred Assets so assigned to it pursuant to the Agreement;

NOW, THEREFORE, the Trustee irrevocably constitutes and appoints the Designated Assignees its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to do and perform the following in connection with the Transferred Assets so transferred by the Trustee to such Designated Assignee pursuant to the Agreement, or as otherwise provided below; it being agreed that nothing herein shall be deemed to limit the agreements and restrictions set forth in the Agreement with respect to the Transferred Assets or the Master Servicer’s or any Designated Assignee’s obligations with respect thereto:

- i. to receive, endorse and collect all checks made payable to the order of the Trustee representing any payment on account of such Transferred Assets;

- ii. to assign or endorse and make all required recordings with respect to any mortgage, deed of trust, promissory note or other instrument relating to such Transferred Assets;
- iii. to correct any assignment, mortgage, deed of trust or promissory note or other instrument relating to such Transferred Assets including, without limitation, unendorsing and re-endorsing a promissory note to another investor;
- iv. to complete and execute lost note affidavits or other lost document affidavits relating to such Transferred Assets;
- v. to issue title requests and instructions relating to such Transferred Assets;
- vi. to give notice to any individual or entity of its interest in such Transferred Assets; and
- vii. file and submit for recording any transfer documents for the Transferred Assets that is the subject of recording on any system of recording transfers of mortgages electronically, including but not limited to the system maintained by the Mortgage Electronic Registration Systems, Inc. or other public electronic filing system, from the Trustee's name to such name as designated by such Designated Assignee as the beneficial holder of such Transferred Assets on such system, and any release deeds in the case of any REO Property from the Trustee's name to such name as designated by such Designated Assignee as being the beneficial holder of such Mortgage Loan.

The Trustee hereby ratifies and confirms all that said Attorney-in-Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power by the Attorney-in-Fact.

It is expressly understood and agreed that (a) this document is executed and delivered by The Bank of New York Mellon, not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it, pursuant to the PSA, (b) nothing herein contained shall be construed as creating any liability on The Bank of New York Mellon, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, (c) The Bank of New York Mellon shall have no duty or obligation to manage or oversee the Attorney-in-Fact or make any payment in respect of, register, record, sell, dispose of or otherwise deal with the Trustee's property or activities (including any activities of any seller or depositor, the Attorney-in-Fact or any other agent of the Trustee, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby and nothing contained herein shall be construed as creating any liability on The Bank of New York Mellon, individually or personally, to perform any covenant of the Trustee either expressed or implied contained in any document delivered hereunder, all such liability, if any, being expressly waived by the Attorney-in-Fact and any Person in receipt of or relying on this Limited Power of Attorney and by any person claiming by, through or under any such party, (d) The Bank of New York Mellon will not make and is not bound to make any investigation into any facts or matters stated or any statement, instrument, opinion, report, notice, request, consent or other paper or document delivered under or in connection with this Limited

Power of Attorney, (e) under no circumstances shall The Bank of New York Mellon be personally liable for the payment of any indebtedness or expenses of the Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee hereunder, under any document or agreement executed by the Attorney-in-Fact on behalf of the Trustee or under any other related documents and (f) no implied duties shall exist hereunder with respect to The Bank of New York Mellon in its role as Trustee.

Notwithstanding anything herein to the contrary, this Limited Power of Attorney does not, and is not intended to, and will not be construed to, grant any authority to the Attorney-in-Fact to (i) expand, increase, incur, or otherwise impose any duties, liabilities or obligations of or on The Bank of New York Mellon, as Trustee or in its individual capacity, (ii) grant, convey, mortgage, transfer, attach, release, sell, manage, or otherwise deal with any property of The Bank of New York Mellon, or (iii) provide any guaranty or indemnity by or from The Bank of New York Mellon, as Trustee or in its individual capacity, for any reason whatsoever.

This Limited Power of Attorney is not intended to extend or expand the powers granted to the Attorney-in-Fact under the Agreement or to allow the Attorney-in-Fact to take any action not authorized by the Agreement. Notwithstanding anything contained herein to the contrary, the Attorney-in-Fact shall not, without The Bank of New York Mellon's written consent: (i) initiate or permit the initiation of any action, suit or proceeding under The Bank of New York Mellon's name, (ii) engage or permit the engagement of counsel to represent The Bank of New York Mellon in any action, suit or proceeding without the written consent and approval of The Bank of New York Mellon, or (iii) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, The Bank of New York Mellon to be registered to do business in any state or subject it to jurisdiction other than that of a national banking association.

This Limited Power of Attorney is covered by the applicable indemnity provisions set forth in the Agreement. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement. This Limited Power of Attorney is irrevocable and shall be in full force and effect until the date that is one year from the date hereof.

This Limited Power of Attorney is governed by and shall be construed in accordance with the laws of the State of New York.

This appointment shall not be assigned to any third party by the Attorney-in-Fact without the written prior consent of the Trustee, and any attempted assignment to the contrary shall cause this Limited Power of Attorney to expire and be null and void in all respects.

[remainder of page blank]

THE BANK OF NEW YORK MELLON, not in its individual capacity but solely as Trustee

By: *Gerard F. Facendola*
Name: Gerard F. Facendola
Title: Director

By: *Gavin Tsang*
Name: Gavin Tsang
Title: Vice President

Witness: *Xavier Rodriguez*
Printed Name: Xavier Rodriguez

Witness: *Thomas R. Johnson*
Printed Name: Thomas R. Johnson

WITNESS my hand as of this 7th day of June, 2019.

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged, subscribed and sworn to before me this 7th day of June, 2019, by Gerard F. Facendola and Gavin Tsang.

Rafal Bar
Notary Public

My Commission Expires: _____
Notary Seal:

RAFAL BAR
NOTARY PUBLIC, State of New York
No. 01BA6293822
Qualified in Kings County
Commission Expires January 31, 2022