

Prepared By and Return To:

LandCastle Title Group, LLC
12750 Citrus Park Lane Suite 105
Tampa, FL 33625

File No.: LT41180475PR

Property Appraiser's Parcel I.D. (folio) Number(s):

Tax Parcel ID: 25-36-32-UI-D-5

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 3rd day of August, 2018 by Bank of America, N.A. hereinafter called the grantor and Michael Amorino Cerqua and Kathryn Elizabeth Cerqua, husband and wife whose post office address is 7354 Lucaya Court, Melbourne, Florida 32995, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$493,500.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in Brevard County, Florida, viz:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Property Address: 3149 Drummond Way, Rockledge, FL 32955

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF FOR INCUMBENCY STATEMENT

SEE EXHIBIT C ATTACHED HERETO AND MADE A PART HEREOF FOR POWER OF ATTORNEY

Subject to the following:

Any encumbrances, easements and restrictions of record, and taxes for the year 2018 and thereafter.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Mary Fazio
(Witness Signature)

Mary Fazio
(Print Name of Witness)

Wanda Pantzer
(Witness Signature)

Wanda Pantzer
(Print Name of Witness)

Bank of America, N.A.

By: New Penn Financial, LLC d/b/a Shellpoint Mortgage
Servicing, as Attorney-in-Fact

By: *[Signature]*
Print Name: Joel Fowler
Its: AVP

[Corporate Seal]

Address:

55 Beattie Place Suite 110
Greenville, SC 29601

STATE OF SC

COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 3 day of August, 2018, by Joel Fowler, as AVP of New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, as Attorney-in-Fact for Bank of America, N.A., who ☒ is personally known to me or who ☐ has produced _____ as identification.

Susan J Kinard
Notary Public

Printed Name: Susan J Kinard

My Commission Expires: 10/23/2025

[Notary Seal]

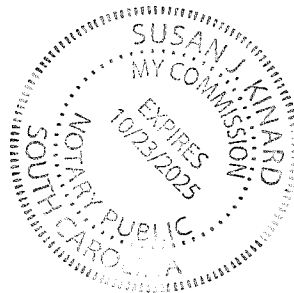


EXHIBIT A

Lot 5, Block D, Colfax Landing - Phase 2, according to the map or plat thereof, as recorded in Plat Book 53, Page(s) 53 through 56, inclusive, of the Public Records of Brevard County, Florida.

WRITTEN CONSENT
OF
REQUISITE MEMBERS OF THE BOARD OF MANAGERS
OF
NEW PENN FINANCIAL LLC

January 14, 2016

Exhibit "3"

The undersigned, constituting not less than a majority of the members of the Board of Managers (the "**Board**") of New Penn Financial LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "**Company**"), do hereby consent, pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, as amended from time to time (the "**Act**"), and Section 2.12 of the Amended and Restated Limited Liability Company Agreement of the Company, dated as of November 26, 2014, as amended from time to time (the "**LLC Agreement**"), to the adoption of the resolutions set forth herein and that such action be taken without a meeting pursuant to the Act and the LLC Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the LLC Agreement.

Designation of Additional SMS Authorized Signatories

WHEREAS, by resolutions duly adopted by the Board, the Board, *inter alia*, appointed certain persons as Authorized Signatories on behalf of the SMS and authorized such persons to execute all contracts, agreements, certificates and other documents relating to collections, loan administration activities, loss mitigation activities, proceedings in bankruptcy affecting serviced mortgage property, foreclosure actions, electronic recording of ownership of mortgages and mortgage servicing rights (through MERS and otherwise) and real estate owned management, as indicated by designation of functional area of responsibility next to such persons name, and to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver or cause to be made, executed and delivered all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company (doing business as SMS) ("**Authorized Signatory Authority**"); and

WHEREAS, a majority (the "**Majority**") of the members of the Board has determined it to be in the best interest of the Company to terminate the appointment of certain previously appointed officers as set forth on Exhibit A-1 hereto, and to appoint or to modify the appointment of those certain SMS employees as additional Authorized Signatories set forth on Exhibit A-2 hereto, each having Authorized Signatory Authority in the designated functional area of responsibility set forth opposite each such persons name on Exhibit A-2 hereto.

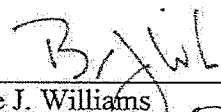
NOW THEREFORE BE IT RESOLVED, that a Majority of the Board hereby terminate the authority previously granted to each of the persons set forth on Exhibit A-1 hereto and hereby approve the appointment of each of the persons named on Exhibit A-2 attached hereto as an Authorized Signatory of the Company (doing business as SMS) having Authorized Signatory Authority in the in the designated functional area of responsibility set forth opposite each such persons name on Exhibit A-2 hereto; and it is

FURTHER RESOLVED, that all actions heretofore taken by any of the persons on behalf of the Company (doing business as SMS) consistent with the foregoing authority be, and they hereby are, approved, adopted, ratified and confirmed in all respects; and it is


FURTHER RESOLVED, that this written consent of the Board of New Penn Financial LLC may be executed in counterparts and by facsimile and pdf, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned members of the Board have set their hands hereto effective as of the date first written above.



Bruce J. Williams



Saul I. Sanders

Jerry Schiano

Jack Navarro

IN WITNESS WHEREOF, the undersigned members of the Board have set their hands hereto effective as of the date first written above.

Bruce J. Williams

Saul I. Sanders

Jerry Schiano

Jack Navarro

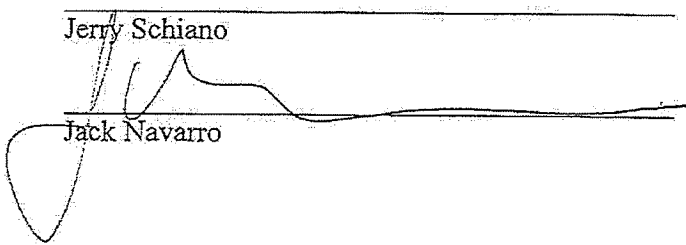
A large, stylized handwritten signature in black ink, likely belonging to Jack Navarro, is written over the signature line and extends downwards and to the left.

EXHIBIT A-1
January 2016 Termination of Appointment

Name

Office:

Matasha Ferguson

Authorized Signatory SMS REO

EXHIBIT A-2
January 2016 Authorized Signatory Appointments

Name	Designated Functional Area of Responsibility:
Derek Montes	SMS REO
Patrick Sandoz	SMS REO
Stefanie Otto	SMS REO
Alesha Lockett	SMS Foreclosure
Lisa Harden	SMS Foreclosure
Vianney Valencia	SMS Foreclosure
Patrice Scales	SMS Foreclosure
Cynthia Brock	SMS Loan Administration (formerly in SMS Insurance)
Anna Hernandez	SMS Loss Mitigation (formerly in SMS Fulfillment)
Brandi Taylor	SMS Loss Mitigation (formerly in SMS Fulfillment)
Daquita Kemp	SMS Loss Mitigation (formerly in SMS Fulfillment)
Gary Cowherd	SMS Loss Mitigation (formerly in SMS Fulfillment)
Gloria Holmes	SMS Loss Mitigation (formerly in SMS Fulfillment)
Helen Sanders	SMS Loss Mitigation (formerly in SMS Fulfillment)
Joel Fowler	SMS Loss Mitigation (formerly in SMS Fulfillment)
Linda Jacobs	SMS Loss Mitigation (formerly in SMS Fulfillment)
Lindsey Suggs	SMS Legal – Litigation Management (formerly in SMS Fulfillment)



March 10, 2014 10 41 04 AM
 Rec \$15 00 Cnty Tax \$0 00 State Tax \$0 00

2014015718
 Book DE 2440 Page 2452-2454
 FILED IN GREENVILLE COUNTY, SC

LIMITED POWER OF ATTORNEY

Exhibit C

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A., a national banking association ("Servicer"),¹ by these presents does hereby make, constitute and appoint New Penn Financial LLC dba Shellpoint Mortgage Servicing, a North Carolina limited liability company ("Subservicer"), Servicer'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 Servicer'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 Flow Subservicing Agreement dated as of September 10, 2012 (the "Agreement"), by and between Servicer and Resurgent Capital Services, LP dba Resurgent Mortgage Servicing, under the terms of which Subservicer has the duty to provide servicing, administration, management and disposition services with respect to certain mortgage loans (such loans, the "Loans") serviced by Servicer.² 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").

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 Servicer or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to Servicer 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 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;

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP.

² Effective February 1, 2014, Resurgent Capital Services, LP assigned all of its rights and delegated all of its performance under the Agreement to Subservicer

provided, however, that nothing herein shall permit Subservicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of Servicer. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse."

With respect to the Actions, Servicer 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 Subservicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of Servicer or be construed to create a duty of Servicer to initiate or defend any suit, litigation, or proceeding in the name of Subservicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of Servicer, or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, Servicer, except as provided herein. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of California without regard to conflicts of law principles of such state.


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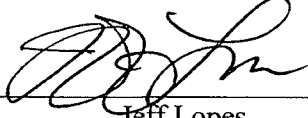
BOOK: 2440 PAGE: 2454

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 6th day of March, 2014.

BANK OF AMERICA, N.A.

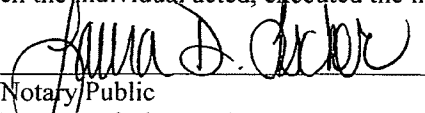
By: 
 Name: Lee Wardlow
 Title: Senior Vice President

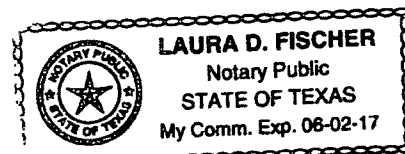
Witness: 
 Name: Justin Dahl
 Title: Senior Vice President

Witness: 
 Name: Jeff Lopes
 Title: Senior Vice President

STATE OF TEXAS :
 : ss.
 COLLIN COUNTY

On the 6th day of March in the year 2014, before me, the undersigned, personally appeared Lee Wardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


 Notary Public
 My commission expires: June 2, 2017



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2014015718 Book: DE 2440 Page: 2452-2454
 March 10, 2014 10 41 04 AM

